



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

AGENDA

Board Room
10055 Slater Avenue
Fountain Valley, CA

January 24, 2013

- CALL TO ORDER: 6:00PM
- ROLL CALL
- APPROVAL OF AGENDA

M ___
 2nd ___
 V ___

- PUBLIC COMMENTS

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

- CLOSED SESSION

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

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

SPECIAL PRESENTATIONS

1. RECOGNITION OF STUDENTS FROM COX SCHOOL

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

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.

2. RECOGNITION OF STUDENTS FROM OKA SCHOOL

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

3. RECOGNITION OF PARENT VOLUNTEERS FROM COX SCHOOL

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Cox School, the Board shall recognize and thank Nan Rowe and Nori Sugimura.

4. RECOGNITION OF PARENT VOLUNTEERS FROM OKA SCHOOL

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Oka School, the Board shall recognize and thank Kathie Hurley and Christy Caprine.

5. APPRECIATION FOR SCHOOL COUNSELORS ALLYSON MCFERRAN AND NICOLE AGNES

The Board of Trustees would like to join our community in saluting our counselors, Allyson McFerran and Nicole Agnes, during National School Counseling Week, February 4-8, 2013, and avows its appreciation for their ongoing commitment to the emotional health and wellbeing of our children.

6. VISUAL AND PERFORMING ARTS (VAPA) PRESENTATION

VAPA Coordinators, Bridget Gersi and Amelia Terich, will present an overview and update of the implementation of the Visual and Performing Arts Program in the Fountain Valley School District to the Board of Trustees.

BOARD REPORTS AND COMMUNICATIONS

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

PUBLIC COMMENTS

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

provided to the Board on a future agenda.

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

LEGISLATIVE SESSION

7. REVISIONS TO BOARD POLICY 3100: BUDGET

M ___
2nd ___
V ___

Board Policy 3100: Budget has been updated to reflect the district’s procedure in regards to budget development, its subsequent adoption and continual review to update as needed.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves revisions to Board Policy 3100: Budget for first reading, with necessary changes as indicated by the Board of Trustees.

8. REVISIONS TO BOARD POLICY 5116.1: INTRADISTRICT OPEN ENROLLMENT

M ___
2nd ___
V ___

Board Policy 5116.1: Intradistrict Open Enrollment has been updated to reflect current district practices and procedures in regards to students residing within the district boundaries and requesting enrollment in a school other than their school of residence.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves revisions to Board Policy 5116.1: Intradistrict Open Enrollment for first reading, with necessary changes as indicated by the Board of Trustees.

9. REVISIONS TO BOARD POLICY 7214: GENERAL OBLIGATION BONDS

M ___
2nd ___
V ___

Board Policy 7214: General Obligation Bonds has been updated to reflect required district practices and procedures in regards to election criteria for bonds requiring either a 55% majority or a 66.67% majority of votes.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves revisions to Board Policy 7214: General Obligation Bonds for first reading, with necessary changes as indicated by the Board of Trustees.

10. APPROVAL OF 7-11 MEMBERS FOR SURPLUS PROPERTY COMMITTEE

M ___
2nd ___
V ___

At the April 26, 2012 Board meeting, Resolution 2012-19 was approved by the Board of Trustees for the formation of a surplus property committee and

authorized the Superintendent or his designee to appoint seven to eleven persons to an advisory committee regarding the disposition of Moiola School as surplus property.

Superintendent's Recommendation: It is recommended that the Board of Trustees reviews the proposed 7-11 Committee members and approves the appointment of the finalized committee for the disposition purposes of Moiola School. It is further recommended to authorize the Superintendent or his designee, to sign all documents.

11. 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

- 11-A. Board Meeting Minutes from December 13th annual organizational meeting
- 11-B. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 11-C. Donations
- 11-D. Warrants
- 11-E. Purchase Order Listing
- 11-F. Budget Adjustments

Consent Items

11-G. WILLIAMS QUARTERLY REPORT FOR SECOND QUARTER 2012-13

Superintendent's Comments: It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the second quarter of the 2012-13 year and approve its submittal to the Orange County Department of Education.

11-H. SIGNIFICANT DISPROPORTIONALITY COORDINATED EARLY INTERVENING SERVICES PLAN (SD-CEIS)

Superintendent's Comments: It is recommended that the Board of Trustees approves the Significant Disproportionality Coordinated Early Intervening Services Plan (SD-CEIS).

11-I. RESOLUTION 2013-10: RESOLUTION OF APPRECIATION TO COUNSELORS ALLYSON MCFERRAN AND NICOLE AGNES

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2013-10: Resolution of Appreciation to Counselors Allyson McFerran and Nicole Agnes in Recognition of National School Counseling Week: Feb 4-8, 2013.

11-J. APPROVAL OF ORANGE COUNTY DEPARTMENT OF EDUCATION AS SERVICE PROVIDER UNDER E-RATE

Superintendent's Comments: It is recommended that the Board of Trustees approves Agreement Number 39056, Internet Network Support Services Agreement, with the Orange County Department of Education for services to begin July 1, 2013 and end on June 30, 2016.

11-K. SCHOOL ACCOUNTABILITY REPORT CARDS (SARCS)

Superintendent's Comments: It is recommended that the Board of Trustees approves the ten School Accountability Report Cards.

11-L. 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
Cornerstone Therapies	6,800	7/1/12 to 6/30/13
Cornerstone Therapies	1,102.50	7/1/12 to 7/31/12
Cornerstone Therapies	6,800	7/1/12 to 6/30/13
Oak Grove Institute	98,376.27	11/26/12 to 6/30/13
Oralingua School for the Hearing Imp.	2,768.40	7/1/12 to 8/8/12
Therapeutic Education Centers	25,585	12/10/12 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 next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, February 28, 2013 at 7:00pm.

A copy of the Board Meeting agenda is posted on the District's web site (www.fvsd.k12.ca.us). Materials related to this agenda submitted to the Board of Trustees less than 72 hours prior to the meeting are available for public inspection by contacting the Superintendent's Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or call 714.843.3255 during normal business hours.

Board meeting proceedings are tape recorded.

Reasonable Accommodation for any Individual with a Disability: Any individual with a disability who requires reasonable accommodation to participate in a board meeting may request assistance by contacting the Superintendent's office: 10055 Slater Avenue, Fountain Valley, CA 92708 or call (714) 843-3255 or FAX (714) 841-0356.

FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Ph.D., Superintendent

FROM: Anne Silavs. Assistant Superintendent, Instruction

SUBJECT: *STUDENT RECOGNITION PROGRAM*

DATE: **January 10, 2013**

BACKGROUND INFORMATION

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

- extraordinary effort
- achievement
- improvement

At the Board Meeting on January 24, 2013, the following six students from **Cox and Oka Schools** will be recognized.

Cox School

Oka School

Kindergarten	Jeremy Nguyen	Dane Garrett
First Grade	Mireille Torres	Beth Arshagouni
Second Grade	Jacob Voorhees	Kayla Yap
Third Grade	Ayah Taboubi	Taylor Lak
Fourth Grade	Kennedy Woloshun	Isabella Espinoza
Fifth Grade	Jimmy Niswonger	Maya Flores

SO 12-13/B13-27
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: **Parent Volunteers: Oka and Cox Schools**
DATE: January 17, 2013

Background:

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

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

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

I am proud to name the outstanding and deserving volunteers being recognized from Oka and Cox Schools:

Oka School

♥ Kathie Hurley
♥ Christy Caprine

Cox School

♥ Nan Rowe
♥ Nori Sugimura

SO 12-13/B13-30
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: **School Counselor Recognition: National School Counseling Week**
DATE: January 17, 2013

Background:

National School Counseling Week, February 4-8, 2013, provides us the opportunity to celebrate our school counselors and all that they do for the students of the Fountain Valley School District. Our school counselors, Allyson McFerran and Nicole Agnes have earned the admiration of our teachers, administrators, students, parents and the Board of Trustees; and have proven themselves to be advocates for all children through their dedication to the students of our district.

The Board of Trustees would like to join our community in saluting our counselors for their compassion and skill and avows its appreciation for their ongoing commitment to the emotional health and wellbeing of our children.

Thank you, Allyson McFerran and Nicole Agnes for your dedication to our district.

SO 2012-13/B13-28
Fountain Valley School District
SUPERINTENDENT'S OFFICE

MEMORANDUM

TO: Board of Trustees
FROM: Marc Ecker
SUBJECT: **VAPA Presentation**
DATE: January 14, 2013

Background:

In August 2007, the Fountain Valley School District adopted a Visual and Performing Arts Education Plan. This plan included eight focus areas designed to address the specific needs of a comprehensive arts program. These focus areas are: curriculum and assessment; arts specialists; staff development; funding and community partnerships; dedicated facilities; materials and equipment; career professionals; and showcasing student accomplishments.

The recommendations in the plan were provided to give the district a road map towards achieving an exemplary visual performing arts program that would raise student achievement in the arts and provide equity and equal access throughout the district.

VAPA Coordinators, Bridget Gersi and Amelia Terich, will present an overview and update of the implementation of the Visual and Performing Arts Program in the Fountain Valley School District to the Board of Trustees.

Board meeting: January 24, 2013

Fountain Valley School District
BUSINESS SERVICES DIVISION
ASB/S12-13 – 99

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Stephen McMahon, Assistant Superintendent, Business Services
SUBJECT: **Revisions to Board Policy 3100: Budget**
DATE: November 17, 2012

Background:

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

Board Policy 3100: Budget has been updated to reflect the district's procedure in regards to budget development, its subsequent adoption and continual review to update as needed.

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

Recommendation:

It is recommended that revisions to Board Policy 3100: Budget be approved for first reading, with necessary changes as indicated by the Board of Trustees.

/cal

BUDGET

The Board of Trustees accepts responsibility for adopting a sound budget **for each fiscal year** that is compatible with the district's vision, ~~and~~ **goals and priorities**. ~~The Board shall establish and maintain a reserve that meets or exceeds the requirements of law.~~ **The district budget shall guide administrative decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.**

(cf. 0000 – Vision)

(cf. 3000 – Concepts and Roles)

(cf. 3300 - Expenditures/Expending Authority and Purchases)

(cf. 3460 – Financial Reports and Accountability)

(cf. 9000 – Role of the Board)

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

Budget Development and Adoption Process

The Superintendent or designee shall establish an annual budget development process and calendar in accordance with the single budget adoption process described in Education Code 42127(i). He/she shall annually notify the County Superintendent of Schools of the district's decision to use the single budget adoption process in the subsequent year.

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The Board encourages public input in the budget development process and shall hold public hearings **and meetings** in accordance with law **Education Code 42103 and 42127.**

(cf. 9320 – Meetings and Notices)

(cf. 9322 – Agenda/Meeting Materials)

(cf. 9323 – Meeting Conduct)

~~The Superintendent or designee shall determine the manner in which the budget is developed and shall schedule the budget adoption process in accordance with the single budget adoption process.~~

Business and Noninstructional Operations

BP 3100(b)

(cf. 3460 – Financial Reports and Accountability)

The budget that is formally adopted by the Board shall be in the format prescribed by the Superintendent of Public Instruction. The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff and public.

Budget Criteria and Standards

In developing the district budget, the Superintendent or designee shall analyze criteria and standards adopted by the State Board of Education which address estimation of funded average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected revenue limit, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, fund balance and reserves. The budget review shall also identify supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities and the status of labor agreements. (Education Code 33127, 33128, 33129; 5 CCR 15440-15451)

The Board shall establish and maintain a general fund reserve for economic uncertainty that meets or exceeds the requirements of law. (Education Code 33128.3; 5 CCR 15450)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, categorical program requirements and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

(cf. 2210 – Administrative Discretion Regarding Board Policy)

(cf. 3110 – Transfer of Funds)

Fund Balance

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. **Nonspendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.**
2. **Restricted fund balance includes amounts constrained to specific purposes by their providers or by law.**
3. **Committed fund balance includes amounts constrained to specific purposes by the Board.**

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period

of June 30, although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. Assigned fund balance includes amounts which the Board or its designee intends to use for a specific purpose.

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent or designee and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements.

5. Unassigned fund balance includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance and lastly from the unassigned fund balance.

Long-Term Financial Obligations

The district's current-year budget and multi-year projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits and accrued workers' compensation claims.

(cf. 4141/4241 – Collective Bargaining Agreement)

(cf. 4143/4243 – Negotiations/Consultation)

(cf. 4154/4254/4354 – Health and Welfare Benefits)

(cf. 7210 – Facilities Financing)

(cf. 9250 – Remuneration, Reimbursement and Other Benefits)

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

Budget Amendments

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval when the State budget is adopted, collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures and/or other significant changes occur that impact budget projections.

Legal Reference:

EDUCATION CODE

~~1620-1630 County office of education budget approval~~

1240 Duties of county superintendents of schools

~~33127-33131 Development of Standards and criteria for local budgets and expenditures~~

~~33128 Standards and criteria~~

~~33129 Standards and criteria; use by local agencies~~

35035 Powers and duties of superintendent

35161 Powers and duties, generally, of governing boards

~~42103 Public hearing on proposed budget; requirements for content of proposed budget; publication of notice of hearing~~

~~42103.3 Public budget information; CDE sampling and suggested improvements~~

~~42122-42129 Budget requirements~~

42130-42134 Financial certifications

~~42132 Resolutions identifying estimated appropriations limit~~

42140-42141 Disclosure of fiscal obligations

~~42602 Use of unbudgeted funds~~

42605 Tier 3 categorical flexibility

~~42610 Appropriation of excess funds and limitation thereon~~

44518-44519.2 Chief business officer training program

~~45253 Annual budget of personnel commission~~

~~45254 First year budget of personnel commission~~

GOVERNMENT CODE

~~7900-7914 Expenditure limitations Appropriations limit~~

CODE OF REGULATIONS, TITLE 5

~~15060 Standardized account code structure~~

Business and Noninstructional Operations

BP 3100(e)

~~15440-154521 Criteria and standards for school district budgets~~
~~15467-15479 Criteria and standards for county office of education budgets~~

Management Resources:

CDE MANAGEMENT ADVISORY

~~0203.92 Implementation of AB 1200, 92-03~~

CSBA PUBLICATIONS

Maximizing School Board Governance: Budget Planning and Adoption, 2006

Maximizing School Board Governance: Understanding District Budgets, 2006

School Finance CD-ROM, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB1200, AB 2756 and Subsequent Related Legislation, September 2006

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004

Statement 34, Basic Financial Statements and Management's Discussion and Analysis – For State and Local Governments, June 1999

WEB SITES

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

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

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

California Department of Finance: <http://www.dof.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Government Finance Officers Association: <http://www.gfoa.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

Legislative Analyst's Office: <http://www.lao.ca.gov>

School Services of California, Inc.: <http://www.sscal.com>

Policy
adopted:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California

BUDGET

The district budget shall be prepared annually from the best possible estimates that individual schools and district administrative staff can provide. Appropriate consolidation shall occur as the budget progresses through the various levels of review.

The district budget shall be developed in accordance with standards and criteria for fiscal accountability adopted by the State Board of Education. (Education Code 33129)

(cf. 3460 - Financial Reports and Accountability)

Before adopting the budget, the Board of Trustees shall hold a public hearing. The proposed budget shall be available for public inspection at least three working days before this hearing. (Education Code 42103, 42127)

An agenda for this hearing shall be posted at least 72 hours before the hearing and shall indicate the location where the budget may be inspected. (Education Code 42127)

Any district resident may appear at the public hearing and speak to the proposed budget or any item on the budget. The hearing may conclude when all residents who so desire have had the opportunity to be heard. (Education Code 42103) Sufficient time shall be allowed so that the budget can still be adopted by July 1.

(cf. 9320 - Meetings and Notices)

(cf. 9323 - Meeting Conduct)

The Superintendent or designee shall file the adopted budget with the County Superintendent no later than five days after adoption or by July 1, whichever occurs first. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which are consequently necessary. (Education Code 42127)

If the County Superintendent disapproves the district's budget, the Board shall review and respond to his/her recommendations at a public meeting on or before September 8. (Education Code 42127)

Board meeting: January 24, 2013

Fountain Valley School District
BUSINESS SERVICES DIVISION
ASB/S12-13 – 98

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Stephen McMahon, Assistant Superintendent, Business Services
SUBJECT: **Revisions to Board Policy 5116.1: Intradistrict Open Enrollment**
DATE: November 17, 2012

Background:

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

Board Policy 5116.1: Intradistrict Open Enrollment has been updated to reflect current district practices and procedures in regards to students residing within the district boundaries and requesting enrollment in a school other than their school of residence.

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

Recommendation:

It is recommended that revisions to Board Policy 5116.1: Intradistrict Open Enrollment be approved for first reading, with necessary changes as indicated by the Board of Trustees.

/cal

INTRADISTRICT OPEN ENROLLMENT

The Board of Trustees desires to provide enrollment options that meet the diverse needs and interests of district students and shall annually review these options.

Students who reside within district boundaries may apply for enrollment in any district school. The Superintendent or designee shall determine the capacity of each district school and establish a random, unbiased selection process for the admission of students from outside a school's attendance area. In accordance with law, no student currently residing within a school's attendance area shall be displaced by another student.

(cf. 5116 - School Attendance Boundaries)

The Board retains the authority to maintain appropriate racial and ethnic balances among district schools. (Education Code 35160.5)

The Board shall annually review this policy. (Education Code 35160.5, 48980)

Enrollment Priorities

A student may be given priority for attendance outside his/her current attendance area when special circumstances exist that may be harmful or dangerous to that particular student. Harmful or dangerous special circumstances shall be identified pursuant to law and administrative regulations.

A student accepted on an intradistrict transfer shall be considered a current resident of that school. Once enrolled, a student shall not have to apply for readmission. A fifth grade student who is promoted ~~shall move automatically to~~ **must reapply for** middle school ~~with his/her current class.~~

The Superintendent or designee shall inform parents/guardians when certain schools or grade levels within a school are currently or are likely to be at capacity and therefore unable to accommodate any new students.

Transportation

The district shall not provide transportation outside a school's attendance area except for certain special programs.

Legal Reference:

EDUCATION CODE

35160.5 District policies; rules and regulations

35291 Rules

35351 Assignment of students to particular schools

48980 Notice at beginning of term

Crawford v. Board of Education (1976) 17 Cal.3d 280

Policy
adopted:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California

INTRADISTRICT OPEN ENROLLMENT

Selection Procedures

1. The Superintendent or designee shall identify those schools which may have space available for additional students. A list of these schools and open enrollment applications shall be available at all school offices.
2. Students who submit applications to ~~the district~~ **by their home school between March 1 and** May 1 shall be eligible for admission to their school of choice the following school year under the district's open enrollment policy.
3. Enrollment in a school of choice shall be determined by lot from the eligible applicant pool and a waiting list shall be established to indicate the order in which applicants may be accepted as more openings occur. Late applicants shall not be added to the waiting list.
4. The Superintendent or designee shall inform applicants by mail as to whether their applications have been approved, denied or placed on a waiting list for one year. Copies of the application should be forwarded to the Business Office. If the application is denied, the reasons for denial shall be stated.
5. Applicants who receive approval must confirm their enrollment within two weeks.
6. Admission to a particular school shall not be influenced by a student's academic performance.

(cf. 6172 - Gifted and Talented Student Program)

7. The Board of Trustees retains the authority to maintain racial and ethnic balances among schools.

Any complaints regarding the selection process should be taken to the Superintendent or designee.

(cf. 1312 - Complaints Concerning the Schools)

Harmful or Dangerous Special Circumstances

Any decision to grant priority for attendance outside a student's current attendance area because of harmful or dangerous special circumstances shall be based upon one of the following: (Education Code 35160.5)

INTRADISTRICT OPEN ENROLLMENT (continued)

1. A written statement from a representative of an appropriate state or local agency, including but not limited to a law enforcement official, social worker or properly licensed or registered professional psychiatrist, psychologist, marriage, family and child counselor or other professional
2. A court order, including a temporary restraining order and injunction

Upon making such a finding, the Superintendent or designee may approve the student's transfer to a district school that is at capacity and otherwise closed to transfers. (Education Code 35160.5)

Notifications

The Assistant Superintendent, Business, will make available to each school principal for publication in the school's first newsletter of the academic year, a description of all attendance options available within the district. The notification shall include information related to the application procedure, placement and the appeals process.

Notifications shall be sent to parents/guardians at the beginning of each year describing all current statutory attendance options and local attendance options available in the district, including:

1. All options for meeting residency requirements for school attendance.

(cf. 5111.1 - District Residency)

(cf. 5111.11 - Residency of Students with Caregiver)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

(cf. 5111.13 - Residency for Homeless Children)

2. Program options offered within local attendance areas.
3. A description of any special program options available on both an interdistrict and intradistrict basis.
4. A description of the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when a change of attendance is denied.
5. The explanation of attendance options under California law as provided by the California Department of Education. (Education Code 48980)

(cf. 5145.6 - Parental Notifications)

INTRADISTRICT OPEN ENROLLMENT (continued)

Parent Request Procedure

Parents requesting intra-district transfers must submit an Intra-District Transfer Request to the principal of the school of ~~choice in such case as the school of choice is in a different attendance area from the attendance area~~ of residence. The request must be made through the completion and submittal of the “Request For Intra-District Transfer Form”. Forms may be obtained at all school sites ~~or the Business Division~~. All requests must be submitted to the school of ~~choice~~ **prior residence between March 1 to and** May 1. The request shall be date stamped and signed by the school principal, **forwarded to the school of choice for principal’s review**, with **final** copies sent to the child’s current school and the Business Division.

Appeals Process

The following regulations govern appeals and provide for full consideration of problems, concerns and questions:

1. Matters shall first be discussed with the principal of the requested school.
2. If the problem cannot be resolved at the school, it may then be brought to the Assistant Superintendent, Business, who shall investigate and determine appropriate placement.
3. If the dispute remains unresolved, the appeal may be reviewed by the Superintendent to determine adherence to policy and procedure
4. Parents may request a hearing before the Governing Board whose decision will be final.

(cf. 5145.6 Parental Notifications)

Regulation
approved:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California

Board meeting: January 24, 2013

Fountain Valley School District
BUSINESS SERVICES DIVISION
ASB/S12-13 – 97

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Stephen McMahon, Assistant Superintendent, Business Services
SUBJECT: **Revisions to Board Policy 7214: General Obligation Bonds**
DATE: November 17, 2012

Background:

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

Board Policy 7214: General Obligation Bonds has been updated to reflect required district practices and procedures in regards to election criteria for bonds requiring either a 55% majority or a 66.67% majority of votes.

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

Recommendation:

It is recommended that revisions to Board Policy 7214: General Obligation Bonds be approved for first reading, with necessary changes as indicated by the Board of Trustees.

/cal

GENERAL OBLIGATION BONDS

The Governing Board ~~desires to provide adequate facilities in order to enhance curriculum and to help the district achieve its vision for educating district students. To that end, the Board may order an election on the question of whether bonds shall be issued for school facilities when in the Board's judgment it is advisable and in the best interest of district students.~~

recognizes that school facilities are an essential component of the educational program and that the Board has a responsibility to ensure that the district's facilities needs are met in the most cost-effective manner possible. When the Board determines that it is in the best interest of the district students, it may order an election on the question of whether bonds shall be issued for school facilities.

(cf. [1160](#) – Political Processes)

(cf. [7110](#) - Facilities Master Plan)

(cf. [7210](#) - Facilities Financing)

The Board shall determine the appropriate ~~size~~ **amount** of the bond in accordance with law.

Bonds Requiring 55% Approval by Local Voters

The Board may decide to pursue the authorization and issuance of bonds by approval of 55% majority of the voters pursuant to Article 13A, Section 1(b)(3) and Article 16, Section 18(b) of the California Constitution. If two-thirds of the Board agree to such an election, the Board shall vote to adopt a resolution to incur bonded indebtedness if approved by a 55% majority of the voters. (Education Code [15266](#))

The bond election may only be ordered at a primary or general election, **a statewide special election, or a regularly scheduled local election** ~~or a statewide special election at which all of the electors of the school district are entitled to vote.~~ (Education Code [15266](#))

Bonded indebtedness incurred by the district shall be used only for the ~~construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities or the acquisition or lease of real property for school facilities.~~
following purposes:

(California Constitution Article 13A, Section 1(b)(3) and 1(b)(3)(A))

- 1. The construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities**
- 2. The acquisition or lease of real property for school facilities**

The proposition approved by the voters shall include the following accountability requirements: (California Constitution Article 13A, Section 1(b)(3))

1. A requirement that proceeds from the sale of the bonds be used only for the purposes

GENERAL OBLIGATION BONDS

specified above in items #1-2 above, and not for any other purposes including teacher and administrative salaries and other school operating expenses

2. A list of specific school facility projects to be funded and certification that the Board has evaluated safety, class size reduction, and information technology needs in developing that list

(cf. [0440](#) - District Technology Plan)
(cf. [0450](#) - Comprehensive Safety Plan)
(cf. [6151](#) - Class Size)

GENERAL OBLIGATION BONDS

3. A requirement that the Board conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed

4. A requirement that the Board conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects

If a district general obligation bond requiring a 55% majority is approved by the voters, the Board shall appoint an independent citizens' advisory oversight committee. This committee shall be appointed within 60 days of the date that the Board enters the election results in its minutes pursuant to Education Code 15274. (Education Code 15278)

(cf. [1220](#) – Citizen Advisory Committees)
(cf. [9324](#) – Minutes and Recordings)

The Superintendent or designee shall ensure that the annual, independent performance and financial audits conducted pursuant to items #3 and #4 above are issued in accordance with the U.S. Comptroller General's Government Auditing Standards. He/she shall submit the audits to the citizens' oversight committee by March 31 of each year. (Education Code 15286)

Bonds Requiring 66.67% Approval by Local Voters

Bonds shall be sold ~~for the purpose of raising~~ **to raise** money for **any of** the following purposes: (Education Code [15100](#))

1. Purchasing school lots
2. Building or purchasing school buildings

GENERAL OBLIGATION BONDS

3. Making ~~of~~ alterations or additions to school building(s) other than as may be necessary for current maintenance, operation, or repairs
4. Repairing, restoring, or rebuilding of any school building damaged, injured, or destroyed by fire or other public calamity
5. Supplying ~~of~~ school buildings and grounds with furniture, equipment, or necessary apparatus of a permanent nature
6. ~~Permanent improvement~~ **Permanently improving** ~~of~~ school grounds
7. Refunding ~~of~~ any outstanding valid indebtedness of the district, evidenced by bonds or of state school building aid loans
8. Carrying out ~~of~~ sewer or drain projects or purposes authorized in Education Code [17577](#)
9. ~~Purchase of~~ **Purchasing** school buses with a useful life of at least 20 years
10. ~~Demolition~~ **Demolishing** or razing ~~of~~ any school building with the intent to replace it with another school building, whether in the same location or in any other location

Except for refunding any outstanding indebtedness, any of the purposes listed above may be united and voted upon as a single proposition by order of the Board and entered into the minutes. (Education Code [15100](#))

The Board may appoint a citizens' oversight committee to review and report to the Board and the public as to whether the expenditure of bond revenues complies with the intended purposes of the bond.

If the certificate of election results received by the Board shows that the appropriate majority of the voters are in favor of issuing the bonds, the Board shall record that fact in its minutes. The Board shall then certify to the county board of supervisors all proceedings it had in connection with the election results. (Education Code 15124, 15274)

Resolution Regarding Sale of Bonds

Following passage of the bond measure by the appropriate majority of voters, the Board shall pass a resolution to issue the sale of bonds. The resolution shall prescribe the total amount of bonds to be sold and may also prescribe the maximum acceptable interest rate, not to exceed eight percent, and the time(s) when the whole or any part of the principal of the bonds shall be payable, which shall not be more than 25 years from the date of the bonds. (Education Code 15140)

GENERAL OBLIGATION BONDS

Prior to the sale of bonds, the Board shall adopt, as an agenda item at a public meeting, another resolution, which includes all of the following items: (Education Code 15146)

BP 7214 (e)

~~GENERAL OBLIGATION BONDS~~

1. Express approval of the method of sale
2. Statement of the reasons for the method of sale selected
3. Disclosure of the identity of the bond counsel, and the identities of the bond underwriter and the financial adviser if either or both are utilized for the sale, unless these individuals have not been selected at the time the resolution is adopted, in which case the Board shall disclose their identities at the public meeting occurring after they have been selected
4. Estimates of the costs associated with the bond issuance

After the sale, the Board shall be presented with the actual cost information and shall disclose that information at the Board's next scheduled meeting. The Board shall ensure that an itemized summary of the costs of the bond sale and all necessary information and reports regarding the sale are submitted to the California Debt and Investment Advisory Commission. (Education Code 15146)

Legal Reference:

EDUCATION CODE

[7054](#) *Use of district property, campaign purposes*

[15100-15254](#) *Bonds for school districts and community college districts*

[15264-15288](#) *Strict Accountability in Local School Construction Bonds Act of 2000*

[17577](#) *Sewers and drains*

[17584.1](#) *Deferred maintenance, reports*

[47614](#) *Charter school facilities*

ELECTIONS CODE

[324](#) *General election*

[328](#) *Local election*

[341](#) *Primary election*

[348](#) *Regular election*

[356](#) *Special election*

[357](#) *Statewide election*

[1302](#) *School district election*

[15372](#) *Elections official certificate*

GENERAL OBLIGATION BONDS

GOVERNMENT CODE

1090-1098**1099** *Prohibitions applicable to specified officers*

1125-1129 *Incompatible activities*

8855 *California Debt and Investment Advisory Commission*

53580-53595.55 *Bonds*

54952 *Definition of legislative body, Brown Act*

CALIFORNIA CONSTITUTION

Article 13A, Section 1 *Tax limitation*

Article 16, Section 18 *Debt limit*

COURT DECISIONS

San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District, (2006) 139 Cal.App.4th 1356

ATTORNEY GENERAL OPINIONS

88 Ops.Cal.Atty.Gen. 46 (2005)

87 Ops.Cal.Atty.Gen. 157 (2004)

Management Resources:

CSBA PUBLICATIONS

Legal Guidelines: Use of Public Resources for Ballot Measures and Candidates, Fact Sheet, February 2011

WEB SITES

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

California Debt and Investment Advisory Commission: <http://www.treasurer.ca.gov/cdiac>

CDE-California Department of Education: <http://www.ede.org> [cde.ca.gov](http://www.cde.ca.gov)

Better Schools for CA: <http://www.beterschoolsforca.org>

California Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

Policy
adopted:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California

GENERAL OBLIGATION BONDS

Election Notice

Whenever the Governing Board orders an election on the question of whether general obligation bonds shall be issued for school facilities, the Superintendent or designee shall ensure that election notice and ballot requirements are satisfied in accordance with law. comply with Education Code 15120-15126 and 15272, as applicable.

Certification of Results

If it appears that the appropriate majority of the voters are in favor of issuing the bonds, the Governing Board shall cause an entry of that fact in the minutes. The Board shall then certify to the board of supervisors of the county whose superintendent of schools has jurisdiction over the district all proceedings had in the premises. (Education Code [15124](#), 15274)

Resolution Requesting Sale of Bonds

Following passage of the bond measure, the Board shall pass a resolution to the county board of supervisors to issue the sale of the bonds in accordance with law. (Education Code [15140](#))

Citizens' Oversight Committee

~~If a district general obligation bond requiring a 55% majority is approved by the voters, the Board shall appoint an independent citizens advisory oversight committee. This committee shall be appointed within 60 days of the date that the Board enter the election results in its minutes pursuant to Education Code 15274.~~

In the event that a bond is approved under the 55% majority threshold pursuant to Article 13A, Section 1(b)(3) and Article 16, Section 18(b) of the California Constitution, the district's citizens' oversight committee shall consist of at least seven members including, but not limited to: (Education Code [15278](#) [15282](#))

~~A Citizens Oversight Committee shall be subject to Brown Act laws. Pursuant to Government Code [54952](#), open meeting laws apply to any committee or other body created by formal action of the Board, regardless of whether that body is permanent or temporary, decision making or advisory.~~

~~The citizens oversight committee shall consist of at least seven members including but not limited to: (Education Code [15282](#))~~

1. One member active in a business organization representing the business community located within the district
2. One member active in a senior citizens organization

GENERAL OBLIGATION BONDS

3. One member active in a bona fide taxpayers' organization
4. One member who is a parent/guardian of a child enrolled in the district

~~AR 7214 (b)~~

GENERAL OBLIGATION BONDS

5. One member who is a parent/guardian of a child enrolled in the district and is active in a parent-teacher organization, such as the Parent Teacher Association or school site council

(cf. [0420](#) - School Plans/Site Councils)
(cf. [1220](#) – Citizen Advisory Committees)
(cf. [1230](#) - School-Connected Organizations)

Members of the citizens’ oversight committee shall be subject to prohibitions regarding incompatibility of office pursuant to Government Code 1125-1129 and financial interest in contracts pursuant to Government Code 1090-1099. (Education Code [15282](#))

(cf. [9270](#) – Conflict of Interest)

No employee, ~~official~~ **Board member**, vendor, contractor, or consultant of the district shall be appointed to the citizens’ oversight committee. (Education Code [15282](#))

Members of the citizens’ oversight committee shall serve for a term of two years without compensation and for no more than two consecutive terms. (Education Code [15282](#))

The purpose of the citizens’ oversight committee shall be to inform the public concerning the expenditure of bond revenues. The committee shall actively review and report on the proper expenditure of taxpayers' money for school construction and shall convene to provide oversight for, but not limited to, the following: (Education Code [15278](#))

1. Ensuring that bond revenues are expended only for the purposes described in Article 13A, Section 1(b)(3) of the California Constitution including the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities
2. Ensuring that, as prohibited by Article 13A, Section 1(b)(3)(A) of the California Constitution, no funds are used for any teacher and administrative salaries and other school operating expenses

In furtherance of its purpose, the committee may engage in any of the following activities: (Education Code [15278](#))

1. Receiving and reviewing copies of the annual, independent performance **and financial** audits required by Article 13A, Section 1(b)(3)(C) **and (D)** of the California Constitution

GENERAL OBLIGATION BONDS

(cf. [3460](#) – *Financial Reports and Accountability*)

3. ~~Receiving and reviewing copies of the annual, independent financial audit required by Article 13A, Section 1(b)(3)(D) of the California Constitution~~
2. Inspecting school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements Article 13(A), Section 1(b)(3) of the California Constitution
AR 7214 (e)

GENERAL OBLIGATION BONDS

3. Receiving and reviewing copies of any deferred maintenance proposals or plans developed by the district, including any reports required by Education Code [17584.1](#)
4. Reviewing efforts by the district to maximize bond revenues by implementing cost-saving measures including, but not limited to, the following:
 - a. Mechanisms designed to reduce the costs of professional fees
 - b. Mechanisms designed to reduce the costs of site preparation
 - c. Recommendations regarding the joint use of core facilities

(cf. [1330.1](#) – *Joint Use Agreements*)

- d. Mechanisms designed to reduce costs by incorporating efficiencies in school site design
- e. Recommendations regarding the use of cost-effective and efficient reusable facility plans

(cf. [7110](#) – *Facilities Master Plan*)

The Board shall, without expending bond funds, provide the citizens’ oversight committee with any necessary technical assistance and shall provide administrative assistance in furtherance of ~~it’s~~ **the committee’s** purpose and sufficient resources to publicize the committee’s conclusions. (Education Code [15280](#))

All **citizens’** oversight committee proceedings shall be open to the public and noticed in the same manner as proceedings of the Board. **Committee meetings shall be subject to the provisions of the Ralph M. Brown Act.** (Education Code [15280](#); Government Code [54952](#))

(cf. [9320](#) - Meetings and Notices)

The oversight committee shall issue regular reports, at least once a year, on the results of its

GENERAL OBLIGATION BONDS

activities. Minutes of the proceedings and all documents received and reports issued shall be a matter of public record and shall be made available on the district's ~~Internet~~ web site. (Education Code [15280](#))

(cf. [1340](#) - Access to District Records)

(cf. ~~[9324](#) - Minutes and Recordings~~)

The citizens' oversight committee may be disbanded following its review of the final performance and financial audits.

~~Members of the oversight committee shall be subject to prohibitions regarding incompatibility of office pursuant to Government Code [1125-1129](#) and financial interest in contracts pursuant to Government Code [1090-1098](#). (Education Code [15282](#))~~

AR 7214 (d)

~~**GENERAL OBLIGATION BONDS**~~

Reports

Within 30 days after the end of each fiscal year, the ~~Board~~ **district** shall submit to the County Superintendent of Schools a report concerning any bond election(s) containing the following information: (Education Code [15111](#))

1. The total amount of the bond issue, bonded indebtedness, or other indebtedness involved
2. The percentage of registered electors who voted at the election
3. The results of the election, with the percentage of votes cast for and against the proposition

Regulation
approved:

FOUNTAIN VALLEY SCHOOL DISTRICT
Fountain Valley, CA

Fountain Valley School District
BUSINESS SERVICES DIVISION
ASB/S 12-13 – 102

M E M O R A N D U M

TO: Marc Ecker, Superintendent
FROM: Stephen McMahon, Assistant Superintendent, Business Services
DATE: January 17, 2013
SUBJECT: **APPROVE 7-11 MEMBERS FOR SURPLUS PROPERTY COMMITTEE**

Background:

At the April 26, 2012 Board meeting, **Resolution 2012-19** was approved by the Board of Trustees for the formation of a surplus property committee, and authorized the Superintendent or his designee to appoint seven to eleven persons to an advisory committee regarding the disposition of Moiola School as surplus property.

The Board will now be presented with a list of potential members who have indicated their willingness to serve on this committee. Most of the potential members are from the recent School Closure Committee and are familiar with the factors leading to the recommendation to close Moiola School.

The Board will have the opportunity to review the proposed committee membership, to make additions and/or deletions and to approve the appointment of the finalized committee. Upon approval by the Board, the 7-11 Committee will be subject to the requirements of the Open Meetings Act i.e. agendas will be posted and business conducted in public. The charge to the Committee is to make a recommendation whether or not Moiola School can be considered a surplus site and if so, to make a recommendation regarding its use.

The potential outcomes could be a recommendation to sell or lease the property if it is deemed to be a surplus site. Prior to making a recommendation to the Board, the Committee must hold a public hearing to allow for local residents to express their wishes regarding the property. Minutes of all Committee meetings will be available as public documents. It is anticipated that the Committee will make its recommendations to the Board regarding Moiola School within 90 days.

Recommendation:

It is recommended that the Board of Trustees review proposed 7-11 Committee members and approve the appointment of the finalized committee for the disposition purposes of Moiola School. It is further recommended to authorize the Superintendent or his designee, to sign all documents.

Fountain Valley School District
Superintendent's Office

ANNUAL ORGANIZATIONAL MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

December 13, 2012

MINUTES

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

CALL TO ORDER

The following board members were present:

ROLL CALL

Ian Collins	President
Sandra Crandall	Clerk
Jimmy Templin	Member
Judith Edwards	Member
Jeanne Galindo	Member

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

AGENDA APPROVAL

Second: Mr. Templin

Vote: 5-0

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

PUBLIC COMMENTS

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

CLOSED SESSION

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

The public portion of the meeting resumed at 7:06pm.

PLEDGE OF

Mrs. Edwards led the Pledge of Allegiance.

ALLEGIANCE

OATH OF OFFICE

The Oath of Office was 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, through November 2016.

OATH OF OFFICE: IAN COLLINS AND JEANNE GALINDO

STAFF REPORTS AND PRESENTATIONS

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, provided an update for the board on technology integration in the Fountain Valley School District. During the presentation, information was expanded including response options for consideration.

TECHNOLOGY UPDATE (WRITTEN AND ORAL)

Mr. Collins thanked Dr. Hoefer for her presentation and noted that he had not previously heard of a Bring Your Own Device (BYOD) idea. He expressed his interest in hearing from another district that has already implemented this.

Mrs. Galindo noted her understanding of a district implementing BYOD which she will share with Mr. Collins. She also noted her previous experience with this equipment noting that she would be happy to share her knowledge. She noted that it was an excellent overview.

Mr. Templin noted that in his SELPA there is resistance to blending PCs and MACs. He asked if there are similar feelings here. Dr. Hoefer noted that as she has considered this further, our teachers use mainly PCs and unless they make the active decision to transfer to MACs, it would affect their productivity and ability to do their jobs. It would be easier but, the impact would be so significant for our students. Additionally, our management cannot go to MAC due to several factors including connection to the County.

Mrs. Crandall noted regarding the device refreshment plan, in terms of PCs versus MACs, MACs are twice as expensive as PCs, if we already have the monitor, keyboard and mouse. It is a significant amount. She noted that the private sector is PC-based.

Dr. Ecker thanked Dr. Hoefer for her report and noted that knowing her and her staff's current efforts to try and keep our system going, in addition to comparing our district to others that have already implemented 21st Century plans, it is startling to see how far we have to go to get our students to the same level and

the same learning environments that their competitors are going towards. He noted that this is not an action item, more an information item and a knowledge building opportunity. He explained that as we get into the spring and the approach of the board interests and goals setting, he is sure that technology will be included in the approach of where we want to go. He explained that the presentation this evening was simply to build awareness of where we need to go.

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

**FIRST INTERIM REPORT
PRESENTATION
(WRITTEN AND ORAL)**

Mr. Collins asked Mr. McMahon to provide a quick summary of the upcoming weighted student formula. Mr. McMahon explained that with the current revenue limit funding, the district receives an amount per student in addition to State funding or categorical funding. The weighted student formula would get rid of these earmarked monies and instead monies coming into the district would come in one lump sum and the district would be able to spend it as it feels it should with more local control.

Currently we receive the same funding for all students, regardless of special needs. We receive additional funds for Special Education, although it does come with strings attached. Under the weighted student formula, English learners and the poverty level of students is also taken into account and districts with larger portions of these students will receive additional funds.

Mr. Collins noted that our revenue limit is currently one of the lowest. Mr. McMahon agreed noting that we are the lowest in Orange County, with Orange County being one of the lower funded districts, due to the low tax rates. He explained that with the original weighted student formula, it did not look as good for us, as we do not have a high degree of poverty or English learners. But Mr. McMahon explained that with the current proposal we will come out at least as we are currently.

Mrs. Crandall asked regarding the fiber optic upgrade in 2011, if this amount fell under fixed assets. Mr. Martin confirmed this to be true. Mrs. Crandall thanked both Mr. McMahon and Mr. Martin for their report.

BOARD REPORTS AND COMMUNICATIONS

Mrs. Crandall congratulated Mrs. Walton from Masuda on her recognition as an Outstanding Educator from the California League of Middle Schools. She also congratulated the six teachers awarded the title of STEM Specialists for the Next

**BOARD REPORTS AND
COMMUNICATIONS**

Generation Program, from a non-profit foundation. She again congratulated Mr. Collins and Mrs. Galindo on their election. She attended a meeting of the board presidents from the five surrounding school districts. She also participated in judging written essays and audio presentations from middle and high school students for the Patriot's Pen and Voice of Democracy, noting that these students have an exceptional understanding of the Constitution and the contributions of our founding fathers. She attended the Rotary Most Improved Student recognition as well as the ribbon cutting ceremony for the ST Math Lab at Gisler, a generous donation from Hyundai Motor America. She also attended the Chamber of Commerce Student in Business Day planning meeting, noting there will be a different approach to the event. They will continue to partner with Vital Link who will provide the sponsorships to the Chamber. Those sponsorships will then be divided between the three participating high schools. Those middle schools and high schools participating can select from a menu of events in which to participate. She attended a meeting of the Audit Committee, noting that it was a clean audit and this is a true testament to Mr. McMahan, Mr. Martin and their staff. She also conducted a Parent Volunteer Academy training as well as viewing the three CSBA Annual Education Conference general sessions which were streamed live.

Mr. Templin welcomed Mrs. Galindo and congratulated Mr. Collins on his re-election. He attended a State SELPA noting that the more he understands what we do as a board, the more he is able to take away from SELPA. He also attended the ACE meeting, noting that he really enjoys this committee and its meetings. He also attended the Talbert, Oka, Courreges and Gisler winter concerts and very much enjoyed them all.

Mrs. Edwards welcomed Mrs. Galindo and congratulated Mr. Collins as well. She attended the Huntington Beach City Council meeting in support of the completion of the sale of the Lamb and Wardlow sites. She also attended the CSBA Delegate Assembly, noting the discussion on bylaw revisions and the new funding model. She enjoyed the CSBA Annual Education Conference keynote speakers immensely, noting that both topics were excellent. And she attended breakout sessions on Special Education disputes, teacher evaluations, core curriculum and pure politics with Jack O'Connell and Kevin Gordon, and what to look for when hiring a superintendent. She attended the SPC meeting, as well as the ST Math Lab ribbon cutting ceremony at Gisler. And she attended the Ocean View School District new

superintendent reception.

Mrs. Galindo noted that she is pleased to be able to join the group and she is looking forward to working with everyone. She congratulated Mr. Collins. She attended the CSBA New School Board Member training noting that the sessions were excellent. She also attended the Annual Education Conference, enjoying the general sessions and sessions on the Brown Act, negotiations with bargaining units, Common Core Curriculum and school bond issues.

Mr. Collins addressed the questions left open at the last board meeting. He noted that Measure N did not meet the filing dates regarding fund raising and expenditures. He noted that this inadvertent mistake has been corrected and the necessary steps have been taken. As to the question of district and personal liability, the Board and the district do not have any liability in that the Measure N committee is an all-volunteer group that met on their own time. He noted his confidence that if this filing by Mr. John W. Briscoe had been brought his attention or any representative of the district it could have been resolved at an earlier date. He further noted that if a fine is involved it will be paid for by the Measure N Committee. He attended the Huntington Beach City Council meeting noting that TRI Pointe presented their selves well. He enjoyed the CTA dinner for new and reelected board members with Ed Eldridge and Jill Coats. He noted that 1800 books were donated in the Children's Needs Task Force/Barnes and Noble book drive. He enjoyed the CSBA Annual Education Conference as well as the ACE meeting. He also attended the CLMS dinner honoring teacher Lori Walton and the ST Math Lab ribbon cutting ceremony at Gisler, noting it was great to see the community come together in support of technology in our classrooms. He also attended the Ocean View School District reception for new superintendent Gustavo Balderas. He noted that he didn't know what to expect as board president and it was certainly a year to remember. He commended the committees on both the school closure and boundaries, noting both under Mr. McMahon's guidance could not have done a better job. He also noted the stellar work that the Measure N Committee put in on behalf of our kids. He thanked the teachers, site administrators, classified staff, superintendent and senior staff on behalf of the Board for a job well done. He noted as well that excellence doesn't just happen; it takes a lot of hard work and dedication and we cannot do this without our PTA/Os and volunteers. He noted that it is a privilege to serve our schools and district and wished everyone happy holidays.

PUBLIC COMMENTS

There were two requests to address the Board. Both addressed the board regarding Measure N and the new item of business brought up by Mrs. Crandall at the last board meeting regarding the complaint filed against Measure N with the Fair Political Practice Committee.

PUBLIC COMMENTS

Mrs. Crandall noted that as this is a meeting in public and not a public meeting, she cannot respond although she is willing to meet with these individuals.

LEGISLATIVE SESSION

Motion: Mrs. Galindo moved to nominate Mrs. Crandall for Board President for 2013.

ELECTION OF
BOARD PRESIDENT
FOR 2013

Second: Mr. Templin

Mr. Templin noted that he had an opportunity to meet with Mrs. Crandall. He noted that he had similar concerns to those that have been shared, and after talking to her, he does not have the same concerns that he had prior to last week. He noted that it is important that we talk about our concerns. He noted that while he is uncomfortable with the way that this happened, he does not question to the level that he did a month ago Mrs. Crandall's commitment to the district.

Vote: 3-0, Abstain: Edwards and Collins

Motion: Mrs. Edwards moved to nominate Mr. Templin for President Pro Tem for 2013.

ELECTION OF
PRESIDENT PRO TEM
FOR 2013

Second: Mrs. Crandall

Vote: 5-0

Motion: Mrs. Crandall moved to nominate Mrs. Edwards for Board Clerk for 2013.

ELECTION OF
BOARD CLERK FOR
2013

Second: Mr. Collins

Vote: 5-0

Mrs. Collins opened for discussion the selection of representatives

SELECTION OF

to County committees and councils and District committees. The board discussed and reached consensus on the following selections:

REPRESENTATIVES
TO COUNTY
COMMITTEES AND
COUNCILS AND
DISTRICT
COMMITTEES

1. Representative to the Nominating Committee on School District Organization:
Mr. Templin
2. Representative to the Orange County School Boards' Association Political Action Committee:
Mrs. Crandall and alternate Mrs. Edwards
3. Representative to the Fountain Valley Educational Foundation:
Mr. Templin and alternates Mrs. Crandall and Mrs. Galindo
4. Representative to the Ad Hoc Committee for the City of Fountain Valley:
Mrs. Crandall
5. Representative to the Ad Hoc Committee for the City of Huntington Beach:
Mr. Collins
6. Representative to the ACE Committee:
Mr. Collins and alternate Mr. Templin
7. Representative to the District Audit Committee:
Mrs. Crandall and alternate Mrs. Edwards
8. Representative to the Superintendent Parent Council:
Mr. Collins and alternate Mrs. Galindo
9. Representative to the Outstanding Service Award Committee:
Mr. Templin and alternate Mrs. Edwards
10. Representative to the Fountain Valley Education Committee (FV Chamber of Commerce):
Mrs. Crandall
11. Liaison to the Fountain Valley Chamber of Commerce:
Mr. Collins

Motion: Mrs. Edwards moved to approve the selection of representatives to County committees and councils and District committees.

Second: Mrs. Crandall

Vote: 5-0

Motion: Mrs. Edwards moved to approve the Calendar of Board Meeting Dates for 2013.

SELECTION OF
BOARD MEETING
DATES FOR 2013

Second: Mr. Templin

Vote: 5-0

Motion: Mr. Templin moved to submit Mrs. Edwards' name in nomination for the CSBA Region 15 Delegate Assembly.

CSBA DELEGATE
ASSEMBLY
NOMINATIONS

Second: Mr. Collins

Vote: 5-0

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

CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS

Second: Mr. Collins

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from November 15th board meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Warrants
- Purchase Order Listing
- Budget Adjustments
- Approval of 2012-13 First Interim Report
- Review and Approval of Financial Audit 2011-12
- Approval of Lease Addendums for Modular Classrooms
- Approval of Notice of Layoff for Classified Position
- Approval of Special Education Settlement Agreement
- Approval of Special Education Settlement Agreement
- Adoption of New Board Policy 4112.24 Teacher Qualifications under the No Child Left Behind Act (Second Reading and Adoption)
- Adoption of New Board Policy 4121 Temporary/Substitute Personnel (Second Reading and Adoption)
- Adoption of New Board Policy 4131 Staff Development (Second Reading and Adoption)

- Adoption of New Board Policy 4131.1 Beginning Teacher Support/Induction (Second Reading and Adoption)
- Adoption of New Board Policy 4312.1 Contracts (Second Reading and Adoption)
- Adoption of Board Policy 4119.41/4219.41/4319.41 Employees with Infectious Disease (Second Reading and Adoption)
- Adoption of Board Policy 4222 Teacher Aides/Paraprofessionals (Second Reading and Adoption)
- Adoption of New Board Policy 4112.9/4212.9/4312.9 Employee Notifications (Second Reading and Adoption)
- Non-Public Agency Contracts (Board Members Only)

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

NEW ITEMS OF BUSINESS

Dr. Ecker Congratulated Mrs. Galindo on her election and Mr. Collins on his re-election.

Dr. Ecker Noted that Dr. Al Mijares from the Orange County Department of Education sent him albums from the District’s Music Festival that went on annually from 1969 to 1981. He felt that these were worthy to share with the board and noted that as we look at the albums, from a generation ago, it is interesting to see what the FVSD instrumental orchestra and band looked like. He noted that we can compare what we produced then with our struggle to put together a music program today, and see that it is because a generation ago we invested in the future at a time when California schools were funded at the top in the nation. He noted that then we actually had a director of music education and all teachers in the program were credentialed and trained music teachers. He noted that it is true that we are 60 % of the enrollment that we were then. But, when we think of the programs we hear Mr. McMahan, Mr. Martin and Dr. Hofer speak of, we can think of how important it is for our community and State to invest in the future. Now California is at the bottom of funding per

students. He noted that as we move into 2013, it is our hopes and prayers that we see an increased interest at the State level in the value of investing in State education.

Mrs. Crandall announced that the Board would retire into a second Closed Session. No action was anticipated. The following would be addressed:

CLOSED SESSION

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

ADJOURNMENT

Motion: Mr. Collins moved to adjourn the meeting at 9:52pm.

Second: Mr. Templin

Vote: Unanimously approved

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
JANUARY 24, 2013**

1.0 EMPLOYMENT FUNCTIONS:

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.1.1	Hunter, Nicole	Tamura	Teacher	Maternity/Child Care	12/11/2012

2.0 EMPLOYMENT FUNCTIONS:

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

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
2.1.1	Burns, Kira	IA	Newland	01/15/2013
2.1.2	Blydt-Hansen, Peggy	IA	Tamura	01/22/2013
2.1.3	Chahmat, Achraf	IA Bilingual Arabic	Cox/Plavan	12/10/2012
2.1.4	Tran, Khanh	IA Bilingual Vietnamese	Cox	01/07/2013
2.1.5	Smith, Jessica	IA SH/PH	Fulton	01/15/2013
2.1.6	Drumm, Randy	ESP Aide	Courreges	01/07/2013
2.1.7	Lownes, Corey	ESP Aide	Oka	01/07/2013

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	Luu, Courtney	Cox	Preschool Instructor	Injury	01/07/2013

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE TERMINATION OF CLASSIFIED EMPLOYEE: # 2007, IA S/H P/H AT TALBERT SCHOOL, EFFECTIVE 01/07/2013.

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	ECKER, MARC	ACSA SUPERINTENDENT'S SYMPOSIUM	MONTEREY, CA	ACTUAL & NECESSARY	012719165 -5210	JANUARY 30- FEBRAURY 1, 2013

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

January 24, 2013

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 CHORN, Alexis (Masuda)	Sports coach for one or more of the District tournaments	\$250 stipend, per sport coached	01-014-4989-1115	2012-2013 school year
4.2 FOCKER, K. C. (Talbert)	Sports coach for one or more of the District tournaments	\$250 stipend, per sport coached	01- 014-3889-1115	2012-2013 school year
4.3 FOLLETT, Catherine (Ret) HOLMAN, Mark (Ful) LEWIS, Kathy (Cox) RASSEY, Diane (Oka)	OCDE BTSA Assessors' Cadres	\$200 per day served	01-601-9275-1115	2012-2013 school year

FOLLETT - 1/11/13, 2/21/13, 5/8/13, 5/14/13, 5/16/13 and 5/23/13
HOLMAN - 1/11/13, 2/21/13, 5/2/13 and 5/7/13
LEWIS - 1/11/13, 2/21/13, 5/6/13 and 5/13/13
RASSEY - 1/11/13, 2/21/13, 5/6/13 and 5/8/13

REASON FOR LATE SUBMITTAL: Received information from the County too late for prior Board approval.

5.0 INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
5.1 HOLLIS, Ruth (C & I)	Teacher for the FVSD Spring Art Studio Camp at the Art Studio in Westminster, CA during Spring Break. Ruth will also teach some special education students prior to Spring Break	\$10,000	01-169-9275-5813	4/1-4/5/13

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 HOEFER, Julianne (Assess. & Acct.)	ACSA 2012-2013 Innovative Technology Academy	Oxnard, Cambria and Santa Barbara, CA	Actual and Necessary	01-209-9078-5210	1/12; 2/23 & 5/4/13
6.2 CARTER, Robin WOO, Candise (Support Services)	iPad Essentials for the Busy Educator	Pasadena, CA	Actual and Necessary	01-001-9961-5210	1/30-31, 2013
6.3 DENT, Christina (Support Services)	Orientation and Review Workshop for School Nurses (SNOR)	Downey, CA	Actual and Necessary	01-023-9275-5210	1/14; 1/31; 2/12; 2/26 & 3/18/2013

REASON FOR LATE SUBMITTAL: Received workshop information after Board approval deadline.

REASON FOR LATE SUBMITTAL: Received workshop information after Board approval deadline.

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: Courreges Elementary School

NAME OF DONOR: Wal-Mart Foundation

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
Volunteerism Always Pays Program (VAP) \$250.00, Check #1769765, 12/12/12

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

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



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

REVENUE ACCT: 010470000-8699

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

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

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: _____
Assistant Superintendent Business/Administration Date 12/18/12

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

BOARD APPROVAL DATE: 1/24/13

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

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SCHOOL RECEIVING DONATION: Cox Elementary

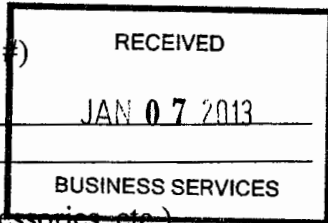
NAME OF DONOR: Cox PTO

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

\$500.00 # 53410

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: 01032 0000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 01 001 3289 5650

INTENDED USE: (State how this will be used) Field Trip Transportation
4th grade

REVIEWED: [Signature]
Principal/Department Head

APPROVED/DISAPPROVED: _____
Date

REVIEWED: [Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: [Signature]
Date 1/7/13

REVIEWED: _____
Assistant Superintendent
Instruction

APPROVED/DISAPPROVED: _____
Date

BOARD APPROVAL DATE: 1/24/13

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

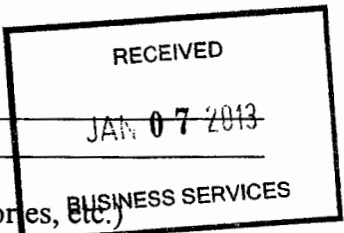
NAME OF DONOR: Cox PTO

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

\$ 3529.44 # 4136

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

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



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

REVENUE ACCT: 01 032 0000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 01 00132894310

INTENDED USE: (State how this will be used) TWO-WAY RADIO'S

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: _____
Assistant Superintendent Date 1/7/13
Business/Administration

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

BOARD APPROVAL DATE: 1/24/13

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

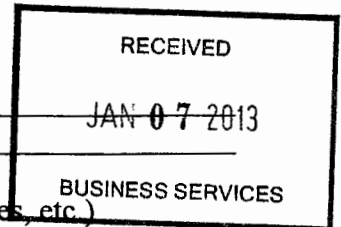
NAME OF DONOR: Cox PTO

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

\$500.00 #53245

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

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



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

REVENUE ACCT: 01 032 0000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 01 001 3289 5650

INTENDED USE: (State how this will be used) _____

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 1/7/13
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 1/24/13

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

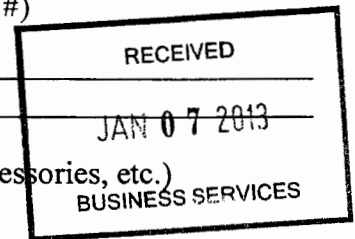
NAME OF DONOR: Cox PTO

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

\$ 4995.29 # 4135

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: 01032 0000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100132894310

INTENDED USE: (State how this will be used) Technology

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 1/8/13
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 1/24/13

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

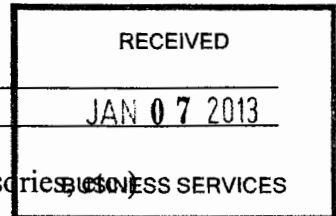
NAME OF DONOR: Cox PTO

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

\$ 840.59 #4132

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

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



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

REVENUE ACCT: 01 032 0000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 01 00132894310

INTENDED USE: (State how this will be used) Weekly Envelopes

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: _____
Assistant Superintendent Business/Administration Date 1/7/13

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

BOARD APPROVAL DATE: 1/24/13

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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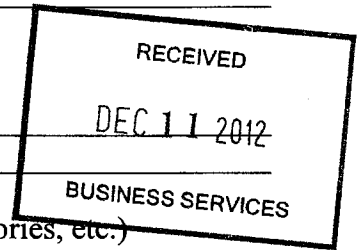
SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Verizon

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.)
\$ 100.00

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

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



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

REVENUE ACCT: 0129000-8699

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

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 12/6/12
Principal/Department Head Date

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

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

BOARD APPROVAL DATE: 1/24/13

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: National Council of Negro Women Orange County Section

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.)
\$ 150.00

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

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

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



REVENUE ACCT: 0129000-8699
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010142989-4310

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 12/6/12
Principal/Department Head Date

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

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

BOARD APPROVAL DATE: 1/29/13

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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

SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Employee's Community Fund of the Boeing Company

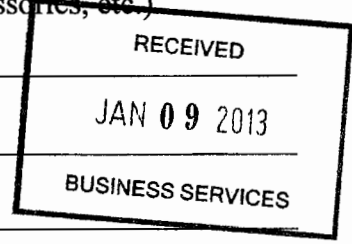
DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
\$ 300.00

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

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

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

REVENUE ACCT: 0129000-8699
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010142989-4310



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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 1/7/13
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 1/7/13
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 1/24/13

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.

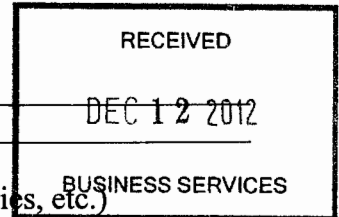
SCHOOL RECEIVING DONATION: District ~ Curriculum and Instruction

NAME OF DONOR: R. Stephen and Carla Hannahs

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
\$10,000 check, dated December 4, 2012

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: 01-1699900 -8699
EXPENDITURE ACCT(S) FOR BUDGET INCREASE:

INTENDED USE: (State how this will be used) To be used to enhance art education for students within the Fountain Valley School District and specifically to be used as scholarships for deserving students to selected art programs.

REVIEWED: _____ APPROVED/DISAPPROVED: _____

Principal/Department Head

Date

REVIEWED: _____ APPROVED/DISAPPROVED: _____

Assistant Superintendent
Business/Administration

12/12/12
Date

REVIEWED: _____ APPROVED/DISAPPROVED: _____

Assistant Superintendent
Instruction

12/11/12
Date

BOARD APPROVAL DATE: January 24, 2013

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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

SCHOOL RECEIVING DONATION: Masuda

NAME OF DONOR: Huntington Valley West Philharmonic Society

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.)
\$230.00

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

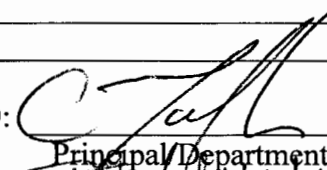
INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)
N/A

RECEIVED
JAN 10 2013
BUSINESS SERVICES

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

REVENUE ACCT: 010144989 -8699
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010144989-5899

INTENDED USE: (State how this will be used) To be used for Band supplies and repairs

REVIEWED:  APPROVED/DISAPPROVED: APPROVED 1/9/13
Principal/Department Head Date

REVIEWED:  APPROVED/DISAPPROVED: APPROVED 1/10/13
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 1/24/13

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.

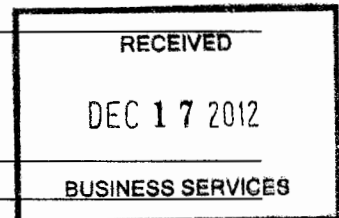
SCHOOL RECEIVING DONATION: Oka

NAME OF DONOR: Ringtail Learning

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 #119 in the amount of \$9.72

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: 12/14/2012
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 12/17/12
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 1/24/13

FOUNTAIN VALLEY SCHOOL DISTRICT

TO: STEVE McMAHON
FROM: MARTHA LOCKWOOD
SUBJECT: WARRANT LISTING BOARD MEETING – JANUARY 24, 2013
DATES 12/05/12 – 1/07/13
WARRANT NUMBERS 60349 - 60664

01 GENERAL	\$	427,753.74
12 CHILD DEVELOPMENT	\$	9,427.95
13 CAFETERIA	\$	47,517.04
14 DEFERRED MAINTENANCE	\$	0
25 CAPITAL FACILITIES	\$	0
35 SCHOOL FACILITIES	\$	0
40 SPECIAL RESERVE	\$	37,902.23
68 WORKERS COMPENSATION	\$	64,274.01
69 INSURANCE	\$	665,393.80
TOTAL	\$	1,252,268.77

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/24/2013

FROM 12/01/2012 TO 01/15/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20M4159	GANAHL LUMBER COMPANY	222.27	222.27	012869390 5899	Maintenance / Other Operating Expenses
G20M4160	CR LAURENCE COMPANY	270.00	270.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
G20M4161	KIMBALL MIDWEST	700.00	700.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
G20M4162	WEST LITE SUPPLY CO INC	500.00	500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
G20M4163	ALAN'S LAWNMOWER & GARDEN	880.00	880.00	012899390 4343	Gardening / Gardening Supplies
G20M4164	BATTERY SYSTEMS	350.00	350.00	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
G20M4165	COMMERCIAL DOOR OF ORANGE	729.00	729.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4166	TIME AND ALARM SYSTEMS INC.	950.00	950.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
G20M4167	HILLYARD / LOS ANGELES	80.00	80.00	012889390 4347	Custodial / Repair & Upkeep Equip Supplies
G20M4168	ASSOCIATED LABORATORIES	300.00	300.00	012869390 6223	Maintenance / Tests & Examinations Bldgs
G20M4169	OMEGA INDUSTRIAL SUPPLY INC.	250.00	250.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
G20M4170	MCMASTER CARR SUPPLY CO	362.48	362.48	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
G20M4171	SOUTHERN CALIFORNIA EXTERMINAT	65.00	65.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating
G20M4172	HILLYARD / LOS ANGELES	925.00	925.00	682719470 5899	Workers Comp Admin / Other Operating Expenses
G20M4173	COMPONENTS CENTER	400.00	400.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
G20M4174	WEST LITE SUPPLY CO INC	400.00	400.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
G20M4175	BOBCAT OF CERRITOS	450.00	450.00	012899390 4343	Gardening / Gardening Supplies
G20M4179	REGISTER	128.87	128.87	012869390 4325	Maintenance / Office Supplies
G20M4180	CRANDALL, SAM	3,200.00	3,200.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4181	WESTERN EXTERMINATOR	375.00	375.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4182	CALFIRST LEASING CORP	1,600.00	1,600.00	012919395 5645	Special Ed. Transportation / Outside Srvs-Repairs &
G20M4184	DEPARTMENT OF INDUSTRIAL RELAT	125.00	125.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating
G20M4185	CROP PRODUCTION SERVICES	250.00	250.00	012899390 4343	Gardening / Gardening Supplies
G20M4186	DEPARTMENT OF INDUSTRIAL RELAT	250.00	250.00	012869390 6222	Maintenance / Inspection Svcs Bldg Improve

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/24/2013

FROM 12/01/2012 TO 01/15/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20M4187	BATTERY SYSTEMS	175.00	175.00	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
G20M4189	TIME AND ALARM SYSTEMS INC.	347.00	347.00	012869390 5910	Maintenance / Communications - Telephones
G20M4201	SCHOOL SPECIALTY	70.00	70.00	012869861 5605	MAA - Building/Site Impr / Site&Building Impr-Non
G20M4202	ALAN'S LAWNMOWER & GARDEN	799.11	799.11	012899390 4343	Gardening / Gardening Supplies
G20M4203	WEST LITE SUPPLY CO INC	200.00	200.00	014869390 4347	STAR Building DO-Routine Maint / Repair & Upkeep
G20M4204	COMMERCIAL LANDSCAPE SUPPLY IN	115.00	115.00	012899390 4343	Gardening / Gardening Supplies
G20R0567	BENTLEY PRINTING & GRAPHICS IN	1,590.10	23.38	010011010 4325	Sch Site Instr - Tamura / Office Supplies
			23.38	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
			46.76	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
			23.38	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
			23.38	010144989 4325	Donations - Masuda / Office Supplies
			514.40	012289961 4325	MAA - Administration / Office Supplies
			46.76	012719470 4325	Personnel Department / Office Supplies
			46.76	012722929 4325	Sch Site Admin - Fulton / Office Supplies
			46.76	012723131 4325	Sch Site Admin - Gisler / Office Supplies
			93.70	012723232 4325	Sch Site Admin - Cox / Office Supplies
			46.76	012723838 4325	Sch Site Admin - Talbert / Office Supplies
			23.38	012724747 4325	Sch Site Admin - Courreges / Office Supplies
			46.76	012724949 4325	Sch Site Admin - Masuda / Office Supplies
			23.38	012839392 4325	Energy Manager / Office Supplies
			93.53	012869390 4325	Maintenance / Office Supplies
			23.38	012919395 4325	Special Ed. Transportation / Office Supplies
			397.49	120336098 4325	Extended School Administration / Office Supplies
			46.76	133207380 4325	Cafeteria Fund / Office Supplies
G20R0691	LAKESHORE LEARNING MATERIALS	107.75	107.75	120016198 4310	State Preschool Instructional / Instructional Supplies
G20R0692	NASCO	520.48	520.48	012739963 4310	Medi-Cal Billing-Health Serv. / Instructional Supplies
G20R0693	MAGENTA COMPUTER CENTER	1,000.00	1,000.00	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
G20R0694	WESTERN PSYCHOLOGICAL	1,821.39	1,821.39	012299963 4310	Medi-Cal Billing-Psychologists / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/24/2013

FROM 12/01/2012 TO 01/15/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0695	MHS INC.	1,241.85	1,241.85	012299963 4310	Medi-Cal Billing-Psychologists / Instructional Supplies
G20R0696	PEARSON ASSESSMENTS	2,434.39	2,434.39	012299963 4310	Medi-Cal Billing-Psychologists / Instructional Supplies
G20R0697	TARGET STORES	161.63	161.63	120016098 4310	Extended School Instructional / Instructional Supplies
G20R0698	LEARNING A-Z	169.05	169.05	012289961 4322	MAA - Administration / Testing Supplies
G20R0699	BANC OF AMERICA LEASING	1,469.65	1,469.65	012719385 5640	Purchasing / Outside Services - Leases
G20R0700	SCHOOL SERVICES OF CALIFORNIA	700.00	175.00	012719380 5210	Business Department / Travel, Conference, Workshop
			175.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
			350.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
G20R0702	CLASSIC CAKE	200.00	200.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
G20R0703	TARGET STORES	100.00	100.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
G20R0704	MAGENTA COMPUTER CENTER	662.66	662.66	120016198 4410	State Preschool Instructional / Fixed Assets \$500-\$5000
G20R0705	CASBO	65.26	65.26	012849380 4310	Fiscal Services / Instructional Supplies
G20R0706	COMSERCO	353.42	353.42	120016798 4310	Child Dev Cox Preschool-Instr / Instructional Supplies
G20R0708	BRAINPOP	145.00	145.00	012289961 4310	MAA - Administration / Instructional Supplies
G20R0709	STAPLES	38.36	38.36	015511060 4310	Special Ed. - Tamura RSP / Instructional Supplies
G20R0710	CHEFS' TOYS	1,108.96	1,108.96	133207380 4410	Cafeteria Fund / Fixed Assets \$500-\$5000
G20R0711	KEENAN & ASSOCIATES	18,995.58	18,995.58	011030000 8699	Local Revenues / ALL OTHER LOCAL REVENUE
G20R0712	PRACTI-CAL	3,145.00	3,145.00	012289961 5813	MAA - Administration / Consultant
G20R0713	RADIO WORKS	66.00	66.00	010014787 4310	Other Donations - Courreges / Instructional Supplies
G20R0714	ACORN MEDIA	68.00	68.00	012849380 4325	Fiscal Services / Office Supplies
G20R0715	APPLE COMPUTER ORDER	1,038.14	1,038.14	010144989 4410	Donations - Masuda / Fixed Assets \$500-\$5000
G20R0716	STAPLES	431.00	431.00	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
G20R0717	CMI EDUCATION INSTITUTE INC.	189.99	189.99	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
G20R0718	FOREST PLYWOOD SALES	1,734.73	1,734.73	010142929 4311	Sch Site Instr - Fulton / Elective Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/24/2013

FROM 12/01/2012 TO 01/15/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0719	STAPLES	53.88	53.88	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
G20R0720	LAKESHORE LEARNING MATERIALS	107.75	107.75	015101660 4310	Special Ed. - Newland SDC / Instructional Supplies
G20R0721	LAKESHORE LEARNING MATERIALS	215.50	215.50	015511660 4310	Special Ed. - Newland RSP / Instructional Supplies
G20R0722	MACGILL FIRST AID	238.13	238.13	012731616 4327	Health Supplies - Newland / Health Supplies
G20R0723	CLASSROOM DIRECT / SCHOOL SPEC	75.43	75.43	015511660 4310	Special Ed. - Newland RSP / Instructional Supplies
G20R0724	ORANGE COUNTY DEPARTMENT OF ED	125.00	125.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
G20R0725	COLWOOD	320.12	320.12	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
G20R0726	FLINN SCIENTIFIC	1,442.99	1,442.99	011202929 4310	Middle School Science-Fulton / Instructional Supplies
G20R0727	STAPLES	452.83	452.83	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
G20R0728	FLINN SCIENTIFIC	675.03	675.03	010144989 4310	Donations - Masuda / Instructional Supplies
G20R0729	DISCOUNT SCHOOL SUPPLY	161.63	161.63	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
G20R0730	LAKESHORE LEARNING MATERIALS	134.69	134.69	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
G20R0731	ARIEL SUPPLY INC.	447.16	447.16	120336098 4325	Extended School Administration / Office Supplies
G20R0732	STAPLES	200.00	200.00	015513860 4310	Special Ed. - Talbert RSP / Instructional Supplies
G20R0733	CSPCA	550.00	550.00	012819771 5210	Personnel Commission / Travel, Conference, Workshop
G20R0734	ORANGE COUNTY DEPARTMENT OF ED	50.00	50.00	010303855 5210	EIA-Talbert / Travel, Conference, Workshop
G20R0735	GOPHER SPORTS EQUIPMENT	551.47	551.47	010143888 4310	ASB Donations Instr - Talbert / Instructional Supplies
G20R0736	HUNTINGTON BEACH UNION HSD	480.00	480.00	012919395 5645	Special Ed. Transportation / Outside Srvs-Repairs &
G20R0737	SAMS CLUB	600.00	600.00	010144949 4410	Sch Site Instr - Masuda / Fixed Assets \$500-\$5000
G20R0739	ACSA FOUNDATION FOR	749.00	749.00	012099078 5210	Vantage Learning / Travel, Conference, Workshop
G20R0740	ORANGE COUNTY DEPARTMENT OF ED	134.69	134.69	012338055 4310	Title III-LEP-Instructional / Instructional Supplies
G20R0741	HEALTH EDUCATION NETWORK LLC	229.00	229.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
G20R0742	JONES SCHOOL SUPPLY	84.20	84.20	010013789 4310	Donations - Oka / Instructional Supplies
G20R0743	SOUTHWEST SCHOOL AND OFFICE SU	243.83	243.83	012289961 4325	MAA - Administration / Office Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/24/2013

FROM 12/01/2012 TO 01/15/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0744	PEARSON	1,829.27	1,829.27	016158155 4322	7140 Gifted & Talented - Instr / Testing Supplies
G20R0745	SELF INSURANCE PLANS	3,310.97	3,310.97	682719470 5899	Workers Comp Admin / Other Operating Expenses
G20R0746	GIBSON HASBROUCK & ASSOCIATES	888.13	888.13	016279078 4310	7156 Instructional Mat'l Fund / Instructional Supplies
G20R0747	SOCIAL THINKING PUBLISHING	34.32	34.32	015643260 4310	Special Ed. - Cox S&L / Instructional Supplies
G20R0748	STAPLES	965.90	965.90	010014089 4310	Donations - Plavan / Instructional Supplies
G20R0749	CERTIFIED TRANSPORTATION BUS C	690.10	690.10	010013289 5811	Donations - Cox / Transportation Outside Agency
G20R0750	CERTIFIED TRANSPORTATION BUS C	2,303.08	2,303.08	010143888 5811	ASB Donations Instr - Talbert / Transportation Outside
G20R0751	LEVEL 27 MEDIA	700.38	700.38	012723789 4325	Donations Clerical - Oka / Office Supplies
G20R0752	BENTLEY PRINTING & GRAPHICS IN	87.27	87.27	012719166 4325	Board of Trustees / Office Supplies
G20R0753	METRO BUSINESS SOLUTIONS INC.	545.75	545.75	012719470 4325	Personnel Department / Office Supplies
G20R0754	SOUTHWEST SCHOOL AND OFFICE SU	107.75	107.75	015103760 4310	Special Ed. - Oka SDC / Instructional Supplies
G20R0756	ORANGE COUNTY DEPARTMENT OF ED	125.00	125.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
G20R0757	APPLE COMPUTER ORDER	9,004.46	8,434.46	012289961 4399	MAA - Administration / Equipment Under \$500
			570.00	012289961 4410	MAA - Administration / Fixed Assets \$500-\$5000
G20R0758	HEALTH EDUCATION NETWORK LLC	836.00	836.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
G20R0759	ORANGE COUNTY DEPARTMENT OF ED	225.00	225.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
G20R0760	OFFICE DEPOT	58.96	30.98	012849380 4325	Fiscal Services / Office Supplies
			27.98	133207380 4325	Cafeteria Fund / Office Supplies
G20R0761	METRO BUSINESS SOLUTIONS INC.	500.00	500.00	016689380 4347	7394 TIIG Admin Tech-Operation / Repair & Upkeep
G20R0762	TARGET STORES	250.00	250.00	010014787 4310	Other Donations - Courreges / Instructional Supplies
G20R0763	TRACE3	5,308.88	5,308.88	016689380 5899	7394 TIIG Admin Tech-Operation / Other Operating
G20R0764	STAPLES	54.95	54.95	010308055 4325	EIA-Instruction / Office Supplies
G20R0765	STAPLES	73.26	73.26	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
G20R0766	METRO BUSINESS SOLUTIONS INC.	6,151.03	6,151.03	010013289 4410	Donations - Cox / Fixed Assets \$500-\$5000

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/24/2013

FROM 12/01/2012 TO 01/15/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0767	METRO BUSINESS SOLUTIONS INC.	193.93	193.93	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
G20R0768	REESE, JULIE	14,250.00	14,250.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
G20R0769	OFFICE DEPOT	303.83	303.83	010011089 4320	Donations - Tamura / Computer Supplies
G20R0770	SANTA ANA UNIFIED SCHOOL DISTR	20.00	20.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
G20R0771	SCHOOL HEALTH CORPORATION	365.70	365.70	010239275 4327	School Readiness Nurse / Health Supplies
G20R0772	PEARSON ASSESSMENTS	532.65	532.65	012289961 4322	MAA - Administration / Testing Supplies
G20R0773	SCANTRON	818.31	818.31	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
G20R0774	CAL-ED OPTICAL	408.88	408.88	010143889 4310	Donations - Talbert / Instructional Supplies
G20R0775	EDUCATIONAL INNOVATIONS	251.71	251.71	011493888 4310	FVEF Teacher Grants - Talbert / Instructional Supplies
G20R0776	ACSA FOUNDATION FOR	545.00	545.00	012719165 5210	Superintendent / Travel, Conference, Workshop
G20R0777	CHIDESTER, MARGARET A.	114.75	114.75	012159165 5830	Superintendent -Legal Services / Legal Fees
G20R0778	CALIFORNIA OFFICE SYSTEMS INC.	300.00	300.00	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
G20R0779	SCHOOL SPECIALTY	108.00	108.00	010144989 4310	Donations - Masuda / Instructional Supplies
G20R0780	STAPLES	62.59	62.59	012724949 4325	Sch Site Admin - Masuda / Office Supplies
G20R0781	CITY OF FOUNTAIN VALLEY	22.50	22.50	010099276 5610	Instrumental Music-Insurance / Outside Services - Rentals
G20R0782	UNISOURCE	526.93	526.93	012395098 4310	7395 Sch/Libr Imp Instr-DO / Instructional Supplies
G20R0783	SIGN-MART	33.33	33.33	010014787 4310	Other Donations - Courreges / Instructional Supplies
G20R0784	TARGET STORES	216.00	216.00	120016098 4310	Extended School Instructional / Instructional Supplies
G20R0785	ARIEL SUPPLY INC.	451.83	451.83	012289961 4325	MAA - Administration / Office Supplies
G20R0786	CDWG	8.42	8.42	012289961 4325	MAA - Administration / Office Supplies
G20R0787	CDWG	446.90	446.90	012289961 4320	MAA - Administration / Computer Supplies
G20R0788	ULTIMATE OFFICE	330.44	330.44	012289961 4325	MAA - Administration / Office Supplies
G20R0789	STAPLES	269.98	269.98	682719470 4325	Workers Comp Admin / Office Supplies
G20R0790	SCSNA	110.00	110.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/24/2013

FROM 12/01/2012 TO 01/15/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0791	SOUTHWEST SCHOOL AND OFFICE SU	150.00	150.00	015102960 4310	Special Ed. - Fulton SDC / Instructional Supplies
G20R0792	STAPLES	184.24	184.24	012395098 4310	7395 Sch/Libr Imp Instr-DO / Instructional Supplies
G20R0793	WOODCRAFT	529.06	529.06	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
G20R0795	PENN STATE INDUSTRIES	768.77	768.77	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
G20R0797	MERRIAM, BOB	852.44	852.44	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
G20R0798	TANDY LEATHER	504.60	504.60	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
G20R0799	CRAFT SUPPLIES USA	398.64	398.64	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
G20R0800	STAPLES	90.00	90.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
G20R0801	GIBSON HASBROUCK & ASSOCIATES	315.80	315.80	016279078 4310	7156 Instructional Mat'l Fund / Instructional Supplies
G20R0802	TARGET STORES	54.00	54.00	012731616 4327	Health Supplies - Newland / Health Supplies
G20R0803	DEVELOPMENTAL RESOURCES	149.00	149.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
G20R0804	SOUTHWEST SCHOOL AND OFFICE SU	75.60	75.60	015101660 4310	Special Ed. - Newland SDC / Instructional Supplies
G20R0805	LAKESHORE LEARNING MATERIALS	135.00	135.00	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
G20R0806	LAKESHORE LEARNING MATERIALS	162.00	162.00	120016698 4310	Child Dev Courreges Pres-Instr / Instructional Supplies
G20R0807	STEWART MACDONALD	561.27	561.27	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
G20R0808	ORANGE COUNTY DEPARTMENT OF ED	125.00	125.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
G20R0809	SHAMROCK SUPPLY COMPANY INC.	262.93	262.93	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
G20R0810	SKIP'S MUSIC INC	453.60	453.60	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
G20R0811	APPLE COMPUTER ORDER	3,867.48	3,867.48	010013189 4410	Donations - Gisler / Fixed Assets \$500-\$5000
G20R0812	BARNES AND NOBLE	124.65	124.65	015644960 4310	Special Ed. - Masuda S&L / Instructional Supplies
G20R0813	LAKESHORE LEARNING MATERIALS	27.00	27.00	015644960 4310	Special Ed. - Masuda S&L / Instructional Supplies
G20R0814	CDWG	738.68	738.68	010013189 4320	Donations - Gisler / Computer Supplies
G20R0815	ARIEL SUPPLY INC.	235.34	157.63	010308055 4325	EIA-Instruction / Office Supplies
			77.71	012109078 4320	Tech/Media Office Operation / Computer Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/24/2013

FROM 12/01/2012 TO 01/15/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0816	ORANGE COUNTY DEPARTMENT OF ED	600.00	600.00	010303855 5210	EIA-Talbert / Travel, Conference, Workshop
G20R0817	ORANGE COUNTY DEPARTMENT OF ED	150.00	150.00	010303855 5210	EIA-Talbert / Travel, Conference, Workshop
G20S8026	UNISOURCE	2,124.32	2,124.32	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8027	UNITED HEALTH SUPPLIES	268.30	268.30	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8028	P & R PAPER SUPPLY COMPANY	188.55	188.55	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8029	SAMS CLUB	9.80	9.80	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8030	EMPIRE CLEANING SUPPLY	12,277.23	12,277.23	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:	135,870.81			
	Fund 12 Total:	2,804.43			
	Fund 13 Total:	1,293.70			
	Fund 68 Total:	4,505.95			
	Total Amount of Purchase Orders:	144,474.89			

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

01/24/2013

FROM 12/01/2012 TO 01/15/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20M4002	BUS WEST	8,000.00	+3,000.00	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
G20M4005	GRAINGER INC.	7,000.00	+2,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
G20M4024	RESOURCE BUILDING MATERIALS	4,500.00	+1,500.00	012899390 4343	Gardening / Gardening Supplies
G20M4028	SMARDEN SUPPLY COMPANY	4,500.00	+2,500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
G20M4151	MARTIN'S ELECTRICAL & LIGHTING	3,896.33	+396.33	012869390 5899	Maintenance / Other Operating Expenses
G20M4155	SPARTAN TOOL	945.00	+95.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
G20M4157	ORANGE COUNTY APPLIANCE PARTS	324.39	+224.39	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
G20R0087	SOUTHWEST SCHOOL AND OFFICE SU	180.00	+55.00	015643860 4310	Special Ed. - Talbert S&L / Instructional Supplies
G20R0155	SMART & FINAL	10,775.00	+5,387.50	120016098 4310	Extended School Instructional / Instructional Supplies
G20R0319	SCHOOL SPECIALTY	1,500.00	+1,000.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
G20R0345	WHAT A LOT OF PIZZA	862.00	+538.75	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
G20R0600	CURRICULUM ASSOCIATES INC.	401.62	-29.38	015511060 4310	Special Ed. - Tamura RSP / Instructional Supplies
G20R0669	APPLE COMPUTER ORDER	435.92	-18.00	010014787 4399	Other Donations - Courreges / Equipment Under \$500
G20R0682	APPLE COMPUTER ORDER	1,062.46	-2.55	010303855 4320	EIA-Talbert / Computer Supplies
G20R0689	MCGRAW-HILL	388.87	+0.20	012289961 4310	MAA - Administration / Instructional Supplies
G20S8010	SCHOOL SPECIALTY	2,504.11	+1,043.02	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:			11,764.01		
Fund 12 Total:			5,926.25		
Total Amount of Change Orders:			17,690.26		

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2013 24

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		6,747.00
3313	MEDICARE-CERTIFICATED		93.00
3501	SUI-CERTIFICATED		71.00
3601	WORKERS'COMP-CERTIFICATED		133.00
4300	MATERIALS & SUPPLIES		23,373.00
5600	RENTAL,LEASE,REPAIR & NON CAP		3,236.00
5800	PROF/CONS SERV & OPER EXPENSE	8,769.00	
8100	FEDERAL INCOME		66,035.00
8600	LOCAL INCOME		33,695.00
9790	UNASSIGNED/UNAPPROPRIATED	43,750.00	78,838.00
Subfund Total:		52,519.00	212,221.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, January 24, 2013.

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 21

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	900.00	400.00
2100	INSTRUCTIONAL AIDES' SALARIES	55,290.00	
3101	STRS-CERTIFICATED POSITIONS		33.00
3202	PERS-CLASSIFIED	6,312.00	12.00
3313	MEDICARE-CERTIFICATED		41.00
3314	MEDICARE-CLASSIFIED	802.00	2.00
3356	OASDI-CLASSIFIED	3,428.00	7.00
3501	SUI-CERTIFICATED		31.00
3502	SUI-CLASSIFIED	608.00	2.00
3601	WORKERS'COMP-CERTIFICATED		9.00
3602	WORKERS'COMP-CLASSIFIED	1,140.00	3.00
3802	PERS REDUCTION-CLASSIFIED		2.00
4300	MATERIALS & SUPPLIES	4,270.00	5,253.00
5200	TRAVEL & CONFERENCES		190.00
5600	RENTAL,LEASE,REPAIR & NON CAP		181.00
5800	PROF/CONS SERV & OPER EXPENSE	43,416.00	149,043.00
9790	UNASSIGNED/UNAPPROPRIATED		715.00
Subfund Total:		116,166.00	155,924.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, January 24, 2013.

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 22

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
5753	Direct Cost - Food Services	10,000.00	
9740	RESTRICTED BALANCE		10,000.00
Subfund Total:		10,000.00	10,000.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, January 24, 2013.

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 23

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

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
5753	Direct Cost - Food Services		10,000.00
9740	RESTRICTED BALANCE	10,000.00	
Subfund Total:		10,000.00	10,000.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, January 24, 2013.

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

Board meeting of January 24, 2013

SO: 2012-13/B13-29
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: **Williams Uniform Complaint Quarterly Report
(Quarter #2: October 1 to December 31, 2012)**
DATE: January 17, 2013

Background:

Education Code mandates that a school district shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools. This report shall be publicly agendaized at a regular board meeting. Complaints and written responses shall be available as public records.

The Williams Litigation Settlement mandates that the district shall use certain procedures to investigate and resolve specific complaints that fall within three specific categories.

- **Instructional materials**
- **Teacher vacancy or misassignment**
- **Facilities**

Williams Quarterly Report: October 1 through December 31, 2012

The District received no complaints in any of the categories.

Recommendation:

It is recommended that the Board of Trustees receive and approve the Williams Quarterly Report for the second quarter of the 2012-13 year and approve its submittal to the Orange County Department of Education.



2012-2013 Quarterly Report on Williams Uniform Complaints (Required by Education Code Section 35186)

District: Fountain Valley School District

Person completing this form: Marc Ecker, Ph.D.

Title: Superintendent

- Quarter #1 July 1 to September 30, 2012 **Report due by October 31, 2012**
- Quarter #2 October 1 to December 31, 2012 **Report due by January 31, 2013**
- Quarter #3 January 1 to March 31, 2013 **Report due by April 30, 2013**
- Quarter #4 April 1 to June 30, 2013 **Report due by July 31, 2013**

Date information will be reported publicly at governing board meeting: January 24, 2013

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancies or Misassignments			
Facility Conditions			
CAHSEE Intensive Instruction & Services (High school districts only)			
TOTALS			

Print name of Superintendent: Marc Ecker, Ph.D.

Signature of Superintendent: _____

Date: _____

Please submit to:

Suzie Strelecki
 Senior Administrative Assistant
 200 Kalmus Drive, B-1009
 P.O. Box 9050, Costa Mesa, CA 92628-9050
 (714) 966-4336 or fax to: (714) 549-2657



FOUNTAIN VALLEY SCHOOL DISTRICT

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

MEMORANDUM

TO: Dr. Marc Ecker, Superintendent

FROM: Abby Bickford, Director, Support Services

SUBJECT: Significant Disproportionality Coordinated Early Intervening Services Plan (SD-CEIS)

DATE: January 14, 2013 (for January 24, 2013 Board Meeting)

Overview

Significant Disproportionality Coordinated Early Intervening Services Plan

The Significant Disproportionality Coordinated Early Intervening Services Plan (SD-CEIS) is designed to provide culturally responsive academic and behavioral interventions and supports that keep students from ever needing, or being identified as needing, special education services, thus helping to reduce disproportionate representation in special education.

Significant disproportionality is a complex phenomenon which cannot be viewed solely as a special education issue. Instead, each Local Educational Agency (LEA) must broadly examine its general education systems, as well.

The SD-CEIS Plan is:

- An overview of the LEA's Special Self-Review of Policies, Procedures, and Practices
- A summary of the results of an in-depth programmatic self-assessment that identifies root causes and specific areas on which to focus efforts for reducing significant disproportionality currently in the LEA's special education system *Fountain Valley School District was found significantly disproportionate in our White Autism for the 2010-2011 school year.*
- A narrative describing the LEA's planned efforts for implementing coordinated early intervening services for students kindergarten through grade twelve who are not identified as needing special education or related services, but who need additional academic or behavioral support to succeed in general education

In an effort to fully implement coordinated early intervening services, LEA is required to reserve 15 percent of their IDEA grant funds to provide comprehensive Coordinated Early Intervening Services (CEIS) to students in the LEA.

Additionally, the plan requires the LEA to submit quarterly reports evaluating the number of students receiving CEIS in the 2012-2013 school year. The term of the SD-CEIS plan is June 2014.

AB/sb

Fountain Valley School District

Significant Disproportionality Coordinated Early Intervening Services (SD-CEIS) Plan

January 14, 2013

District Profile

City Profile

Fountain Valley is a city in Orange County, California. The population was 55,313 at the 2010 census. A classic bedroom community, Fountain Valley is a middle-class residential area. The 2010 United States Census^[10] reported that Fountain Valley had a population of 55,313. The population density was 6,124.7 people per square mile (2,364.8/km²). The racial makeup of Fountain Valley was 31,225 (56.5%) White, 1,510 (2.7%) African American, 229 (0.4%) Native American, 18,418 (33.3%) Asian, 171 (0.3%) Pacific Islander, 2,445 (4.4%) from other races, and 2,315 (4.2%) from two or more races. Hispanic or Latino of any race were 7,250 persons (13.1%).

District Profile

The Fountain Valley School District educates students in Pre-Kindergarten through Eighth grade. The District is located in the City of Fountain Valley, and services students living in the communities of Fountain Valley and Huntington Beach. Currently, the District serves 6,312 students in grades K-8 at eight (8) elementary schools and three (3) middle school sites. The District also offers three (3) special education preschool programs at Newland Elementary and Plavan Elementary. The three preschool programs each provide inclusion opportunities in the way of Co-teaching, Blended model, and a Side by Side model. The District offers special education programs: Specialized Academic Instruction and Designated Related Services at all eleven school sites.

The Fountain Valley School District serves more homogenous population. Forty-five percent (45%) of the Fountain Valley School students are White. Thirty-three percent (33%) of the students are Asian. Sixteen percent (16%) of the students are Hispanic or Latino. Two percent (2%) of the students have two or more races. One percent (1%) of the students are African American and Filipino. Finally, less than one percent of the students are American Indian and Pacific Islander.

Ten point five percent (10.5%) of the District's students are English Learners coming from homes where the primary language spoken is not English. Of those students identified as English Learners, six percent (6%) speak Vietnamese and two percent (2%) Spanish. The remaining 4.5 % speak a variety of languages including: Arabic, Korean, and Chinese.

The District's 2010-2011 special education data indicated that the District has significantly disproportionate representation in the following area: White student group in the disability group of Autism.

District Mission

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

Section A-General LEA Information

Leadership Team

The District identified the following members as a part of the SD-CEIS Leadership team:

Name	Title	Organization
Anne Silavs	Assistant Superintendent, Curriculum and Instruction	Fountain Valley School District
Cathie Abdel	Assistant Superintendent, Personnel	Fountain Valley School District
Julianne Hoefler	Director, Assessment and Accountability	Fountain Valley School District
Scott Martin	Director, Business	Fountain Valley School District
Abby Bickford	Director, Support Services	Fountain Valley School District
Jennifer Perkins	Principal, Fulton Middle School	Fountain Valley School District
Kathy Davis	Principal, Newland Middle School	Fountain Valley School District
Thuy Bui	Accountant	Fountain Valley School District

Frequency of updates to Superintendent

The Leadership team will provide quarterly updates to the Senior Management staff. The team will consist of:

- Director Support Services
- Director Business
- Director Assessment and Accountability

Stakeholder Team

The District identified the following members as a part of the SD-CEIS Stakeholder team:

Name	Title	Organization	Internal/External
Abby Bickford	Director Support Services	Fountain Valley School District	Internal
Anne Silavs	Assistant Superintendent, Curriculum and Instruction	Fountain Valley School District	Internal
Cathie Abdel	Assistant Superintendent, Personnel	Fountain Valley School District	Internal
Anne Delfosse	Executive Director	West Orange County Consortium Special Education	External
Jim Keating	Director Special Education	Huntington Beach Union High School District	External
Jennifer Perkins	Principal, Fulton Middle School	Fountain Valley School District	Internal
Kathy Davis	Principal, Newland Elementary School	Fountain Valley School District	Internal
Sandra Dominguez-Rivera	Community Liaison, District Office	Fountain Valley School District	Internal
Ed Eldridge	General Education Teacher, Association President, Masuda Middle School	Fountain Valley School District	Internal
Teri Emerson	General Education Teacher, Oka Elementary School	Fountain Valley School District	Internal
Lara Epling	Special Education Teacher, Courreges Elementary School	Fountain Valley School District	Internal
Ramon Hernandez	School Psychologist, Cox/Plavan Elementary School	Fountain Valley School District	Internal
Julianne Hoefler	Director, Assessment and	Fountain Valley School District	Internal

	Accountability		
Mark Holman	General Education Teacher, Fulton Middle School	Fountain Valley School District	Internal
Brooke James	General Education Teacher, Talbert Middle School	Fountain Valley School District	Internal
Bianca LaRose	Speech and Language Pathologist, Gisler Elementary School	Fountain Valley School District	Internal
Vicki Lloyd	Special Education Paraprofessional, Fulton Middle School	Fountain Valley School District	Internal
Penny Lopez	General Education Teacher, Gisler Elementary School	Fountain Valley School District	Internal
Cheryl Loukides	Special Education Teacher, Talbert Middle School	Fountain Valley School District	Internal
Lisa Molony	Parent, General Education Teacher	Huntington Beach City School District	External
Scott Martin	Director, Business	Fountain Valley School District	Internal
Evelyn McLoughlin	General Education Teacher, Newland Elementary School	Fountain Valley School District	Internal
Anh Thu Vo	Special Education Paraprofessional, Newland Elementary School	Fountain Valley School District	Internal
Dana Yager	General Education Teacher, Cox Elementary School	Fountain Valley School District	Internal

Programmatic Special Self-Review of Policies, Procedures and Practices with CDE

The District participated in the CDE Self-Review in 2011-2012 in which the District was found compliant in all areas.

Programmatic Self-Assessment

The Leadership team completed the self-assessment tool: Equity in Special Education Placement: A School Self-Assessment Guide for Culturally Responsive Practice, and identified the following areas of concern: School Policy and Reforms, School Climate, Curriculum, Behavior Management, and Assessment and Intervention. After lengthy discussion about the theory of root cause within Fountain Valley, the team concluded that the self-assessment tool did not identify the root cause, but generated dialogue about school climate and school policy and reform particularly as they relate to interventions, pre-referral, referrals, and school culture.

A1: Initial Theories and Root Causes on Significant Disproportionality in Fountain Valley School District

The Leadership team evaluated eligibility data from the last 3 years regarding identification of students who meet criteria for Autistic-like behaviors and as well the ethnic background of those students with an eligibility of Autistic-like behaviors. After reviewing the data, the Leadership team discussed the following questions:

- How many students transfer into the district with an existing eligibility of Autistic-like behaviors?
- Referral from Regional Center as Part C?
- Have a medical diagnosis of Autism?

After discussion and dialogue, the Leadership team hypothesized the identification of White Autism in Fountain Valley School District stems from our assessment processes, external community factors, and medical identification versus eligibility under California Education Code for Autistic-like behaviors.

The Leadership team posed the hypothesis that the District's over-identification of students with a disability were due to the District-wide inconsistencies in the Student Study Team ("SST") process and the lack of district-wide Response to Intervention and Instruction ("RtI2") Tier 2 instructional, behavioral, and social supports at each school site. The Leadership team hypothesized that general education teachers did not have a clear understanding of pre-referral strategies, appropriate interventions and strategies to address the achievement gap, as well as an understanding of appropriate behavioral and social strategies that specifically target students with social and behavioral issues.

On October 24, 2012, the District held its first Stakeholder meeting. At the Stakeholder meeting, members were provided data in the following areas: three-year longitudinal site specific SST data, 2011-2012 data on initial eligibility, 2011-2012 total disabilities

breakdown and ethnic breakdown, and 2011-2012 site specific data on Autistic-like eligibility. Additionally, provided were the following guiding questions to address the hypothesized root causes determined by the Leadership team.

Guiding Questions:

1) Area 1: Student Study Teams/Process

1. Define the purpose of the Student Study Team.
2. What are the strengths of the Student Study Team Process?
3. What are the weaknesses of the Student Study Team Process?
4. What changes that would make the Student Study Team Process flow more effectively for student success?

2) Area 2: Pre-referral activities

1. What pre-referral activities are being used to address at-risk students?
2. How often (duration) are pre-referral activities being used?
3. What pre-referral activities can we do for students who have social issues?
4. What pre-referral activities can we do for students who have behavioral issues?
5. What pre-referral activities can we do for students who have academic issues?

3) Area 3: Interventions/Strategies

1. What interventions/strategies are being implemented at school site level?
2. What resources are being used to implement interventions/strategies at school site level (reading specialist, after school tutoring, etc)?
3. What interventions are missing or need more support from District?
4. How is progress monitoring being used to address at-risk students?

4) Area 4: Referral to Special Education

1. Looking at the data, what patterns or trends are apparent?
2. Why does FVSD have 13% of our total enrollment meet eligibility criteria for special education?
3. General assumptions, perceptions, and understanding of special education

5) Area 5: Closing the Achievement Gap

1. What patterns or trends exist with our subgroups (EL, Special Education, Socio-economic) as compared to the general education student?
2. What is the current practice(s) to close the achievement gap?
3. What resources are used to support all learners?

Based on the discussion by the Stakeholder and the Leadership Teams, the following root causes of Fountain Valley School District's disproportionality in the area of White Autism were identified:

- 1) Determination of initial and subsequent evaluations of eligibility of Autistic-like characteristics versus medical diagnosis of Autism
- 2) Ensuring the utilization of the five (5) prongs of eligibility for qualifying a student for special education services
- 3) Culture of fear created by IDEAs on the part of parents and/or educators relative to giving up or not having specialized programs or support for students with Autism
- 4) Understanding and implementation of Section 504 plans

Through this process, the Leadership and Stakeholder Teams also identified the following areas of concerns and underlying causes which may relate to disproportionality:

- 1) Inconsistencies and misunderstanding of the SST processes district-wide
- 2) Limited progress monitoring and follow up documentation of interventions and strategies
- 3) General education teacher's knowledge and awareness of accommodations for all students
- 4) Underlying school climate fails to understand that all educators are responsible for all students
- 5) Inconsistent supports and structures with regards to Tier 2 interventions at each school site
- 6) Understanding and implementations of Section 504 plans

A2: Focus Area

After analysis, discussion, and identification of root causes, the Leadership and Stakeholder teams have identified Focus Area 4: Response to Instruction and Intervention ("RtI2") to address significant disproportionality in the Fountain Valley School District. This focus area promotes current District's initiatives supported in the Local Educational Agency ("LEA") Plan, Strategic District Goals, Student Study Team ("SST") process, Positive Behavioral Intervention and Support ("PBIS"), EL Master Plan, Differentiated Instruction, implementation of Common Core and the Title 1, Part A, Program Improvement Plan. The Fountain Valley School District is in Pl, Year 2. Focusing on RtI2 will guide the District on all initiatives relative to instruction. Professional development will focus on the following areas: research-based interventions, consistent implementation of District wide SST process, systematic intervention monitoring, principles of Differentiated Instruction, programmatic strategies for language development, and targeted interventions for moderate to high risk students.

A3: Implement, Monitor and Adapt

RtI2 is an approach with evidence of success with creating the conditions necessary for closing the achievement gap and improving problem behaviors. The RtI2 process focuses on individual students who are struggling and provides a vehicle for teamwork to strengthen their performances before educational problems increases in intensity. Leadership is critical to the implementation of RtI2. To be effective, RtI2 must harness and coordinate the full resources of the school, district, and community. Administrators and their leadership teams, in collaboration with all teachers, have central roles in planning, implementation, and successful day-to-day use of the RtI2 approach. An education system implementing RtI2 promotes collaboration and shared responsibility for the learning of all students across all personnel, programs, and parent inclusion processes located in any given school. (CDE website, 2012).

The District will provide professional development opportunities for site administrators in the areas of classroom observations (Learning Walks), reflective questioning, instructional strategies (Differentiated Instruction), behavioral strategies (PBIS), and coaching in order to support the accountability for implementation of the District's initiatives.

The plan will provide supports and services in the following areas under the Response to Intervention and Instruction focus area:

Area 1: Core Curriculum/ Tier 1 instruction

- Differentiated Instruction
- Learning Walks
- Co-Teaching
- Student Engagement
- Accommodations
- Collecting, analyzing, and using data to inform instruction
- Thinking Maps
- DIBELS

Area 2: Research-based Interventions

- Reading Interventions Classes
- Math Interventions Classes
- Study Skills Intervention Classes
- Executive Functioning Curriculum

Area 3: Targeted Interventions for Moderate to High Risk Students

- After school tutoring
- State approved replacement curriculum (i.e. Language¹, Algebra Readiness)

Area 4: Positive Behavior Interventions

- Counseling
- Social Skills

The plan also provides professional development in the following areas:

1. Student Study Team
 - a. Develop a District-wide Intervention Strategic Plan, including a multi-leveled system of support with embedded benchmark criteria
 - b. Provide initial and on-going staff development and support
 - c. Regularly monitor effectiveness of plan by site
2. Closing the Achievement Gap:
 - a. Develop, maintain, train and evaluate a system for individualized progress monitoring
 - b. Ensure equitable access to high quality curriculum and instruction for all students
 - c. Train and provide coaching for all teachers on Differentiated Instructional practices
 - d. Ensure time and structure at each site for Data Driven Dialogues
3. Positive Behavior Intervention
 - a. Support Positive Behavior Intervention and Supports (PBIS) schools
 - b. Expand and develop new social interventions as part of the general education environment to respond to individualized students

A4: Estimate Number of Students Expected to Receive Services/Supports

- 1) 52 general education students receiving Counseling services
- 2) 87 general education students receiving Reading Interventions
- 3) 74 general education students receiving Math Interventions
- 4) 41 general education students receiving Study Skills Interventions
- 5) 42 general education students receiving After-School tutoring
- 6) 1000 general education students receiving Differentiated Instruction
- 7) 1500 general education students receiving Co-Teaching
- 8) 1200 general education students receiving Active Engagement strategies

Budget Detail Worksheet
Coordinated Early Intervention Series Work Plan of Improvement for Student Services
Section B- Service and Supports Provided to Students

Focus Area (A2)	Number of Students in CEIS	Services and Support for Students	Methods/Progress Monitoring (B1 and B3)	Persons Responsible (B2)	Target Date (B4)
<i>Response to Intervention and Instruction</i>					
Area1: Core Curriculum/Tier 1 Instruction	100 general education students (4 elementary school sites)	Differentiated Instruction	DIBELS Learning Walks Benchmarks CST	General Education Teachers Site Administrator	March 2013 June 2013 December 2013 March 2014 June 2014
Area 1: Core Curriculum/ Tier 1 Instruction	270 students (3 middle school sites)	Active Engagement	Learning Walks	Site Administrator Learning Walk Team (general education teachers)	March 2013 June 2013 December 2013 March 2014 June 2014

Area 1: Core Curriculum/ Tier 1 Instruction	60 general education students (3 middle school sites)	Co-teaching	Benchmarks CST Learning Walks AERIES School Loop	Site Administrator General Education Teachers	March 2013 June 2013 December 2013 March 2014 June 2014
Area 2: Research-based Interventions	50 general education students	Intervention Classes utilizing research-based curriculum (Reading Intervention)	Illuminate School Loop AERIES Benchmarks CST	General Education Teachers Reading Specialist	March 2013 June 2013 December 2013 March 2014 June 2014
Area 2: Research-based Interventions	50 general education students	Intervention Classes utilizing research-based curriculum (Math)	Illuminate School Loop AERIES	General Education Teachers Site Administrators	March 2013 June 2013 December 2013

		Intervention)	Benchmarks CST		March 2014 June 2014
Area 2: Research-based Interventions	20 general education students	Intervention Classes utilizing research-based curriculum (Study Skills Intervention)	Illuminate School Loop AERIES Benchmarks CST	General Education Teachers Site Administrators	March 2013 June 2013 December 2013 March 2014 June 2014
Area 3: Targeted Interventions for Moderate to High Risk Students	20 general education students	After-school Tutoring	DIBELS Benchmark CST Student Study Team	Site Prevention Coordinators Site Administrator	March 2013 June 2013 December 2013 March 2014 June 2014

Area 5: Positive Behavior Interventions	30 general education students	Counseling	Student Study Team	School Counselor School Psychologist	March 2013 June 2013 December 2013
Area 5: Positive Behavior Interventions	20 general education students	Friendship Groups (Social Skills)	Student Study Team	Speech and Language Pathologist School Psychologist School Counselor	June 2014 March 2013 June 2013 December 2013 March 2014 June 2014
Area 5: Positive Behavior Interventions	100 general education students	Positive Behavior Intervention Systems (PBIS)	AERIES Suspension/Expulsion SARB	Site Administrator General Education Teacher	March 2013 June 2013 December 2013 March 2014 June 2014

B5: Describe how data will be used

Data will be collected to monitor interventions, supports, and services to evaluate their effectiveness and impact on student achievement. The District will use multiple data points to determine progress.

B7: Results of Progressing Monitoring impacts on decisions on Professional Development

Along with monitoring strategically identified student's progress, the District will utilize the data derived as a needs assessment tool and evaluation of Professional Development.

Budget Detail Worksheet
Coordinated Early Intervention Series Work Plan Professional Development
Section C-Professional Development

Focus Area	Professional Development Opportunities	Evaluation Method	Person Responsible	Staff Participation	Target Date	Estimated IDEA Funds Used
Area 1: Core Curriculum/Tier 1	Differentiated Instruction (2 days of training per teacher)	Quarterly Progress Monitoring	Assistant Superintendent Curriculum, Instruction	Oka Elementary School Courreges Elementary School Cox Elementary School Total Staff: 100 teachers	June 2013	\$44,750
Area 1: Core Curriculum/Tier 1	Co-Teaching	Quarterly Progress Monitoring	Assistant Superintendent, Curriculum, Instruction	Talbert Middle School Fulton Middle School Masuda Middle School Total Staff: 40 teachers	June 2013	\$17,500
Area 1: Core Curriculum/Tier 1	Thinking Maps	Quarterly Progress Monitoring	Assistant Superintendent Curriculum, Instruction	Newland Elementary School Tamura Elementary Total Staff: 35 teachers	September 2013	\$6,000
Area 1: Core Curriculum/Tier 1	Common Core (Lesson Planning/ Theme Unit Design	Quarterly Progress Monitoring	Assistant Superintendent Curriculum, Instruction	Kindergarten and 1 st grade teachers from: Courreges, Cox, Gislser, Newland, Plavan, Oka, Tamura	August 2013	\$4,600

Area 1: Core Curriculum/Tier 1	Section 504 Training	Quarterly Progress Monitoring	Director Support Services	District Administrators, 504 Coordinators, and SST Coordinators Total Staff: 33 staff members	December 2013	\$3,630
Area 1: Core Curriculum/Tier 1	Transitional Kindergarten Training	Quarterly Progress Monitoring	Assistant Superintendent, Curriculum and Instruction	5 Transitional Kindergarten teachers and District Administrators	August 2013	\$11,980
Area 2: Research-based Interventions	Math Interventions and Strategies	Quarterly Progress Monitoring	Director Support Services	Talbert Middle School Fulton Middle School Math/ Math intervention teachers	June 2014	\$24,980
Area 2: Research-based Interventions	Reading Interventions and Strategies (2 days of training)	Quarterly Progress Monitoring	Director Support Services	2 nd and 3 rd grade teachers 6 th , 7 th , and 8 th grade reading intervention teachers	June 2013 October 2013	\$6,575
Area 2: Research-based Interventions	Executive Functioning	Quarterly Progress Monitoring	Director Support Services	6-8 th grade study skills teachers.	February 2014	\$7,000
Area 3: Targeted Interventions for Moderate to High Risk Students	Student Study Team Leadership (development of SST handbook for Site Prevention	Quarterly Progress Monitoring	Director Support Services	11 Site-based personnel	September 2013	\$1,265

	Coordinators						
Area 5: Positive Behavioral Supports	Positive Behavior Intervention Systems (PBIS) Training	Quarterly Progress Monitoring	Director Support Services	All District school sites	June 2014	N/A	

Budget Information

The LEA must provide its contact information and indicate the fiscal year 2011-12 and 2012-13 IDEA 611 and IDEA 619 allocation received from the SELPA

Contact Information

LEA CDS Code	Name	Address	Telephone
	Fountain Valley School District	10055 Slater Ave Fountain Valley, CA 92708	714-843-3281
SELPA Name	Address	Telephone	
West Orange County Consortium for Special Education (WOCCESE)	5832 Bolsa Ave Huntington Beach, CA 92649	714-903-7000	

Prior Years Allocation for Special Education Services:

What is the allocation that SELPA provided to the LEA in fiscal year 2011-2012 from IDEA 611 and IDEA 619 resources (3310,3315, and 3320)?

Resource 3310 Allocation	Resource 3315 and 3330 Allocation Combine	Total Fiscal year 2011-2012 IDEA Allotment
\$973, 147.89	\$141,326.67	\$1,114,474.56

Current Years Allocation for Special Education Services:

What is the allocation that SELPA provided to the LEA in fiscal year 2012-2013 from IDEA 611 and IDEA 619 resources (3310,3315, and 3320)?

Resource 3310 Allocation	Resource 3315 and 3330 Allocation Combine	Total Fiscal year 2012-2013 IDEA Allotment
\$106,383.00	\$147,629.00	\$1,154,012.00

Provide SD-CEIS budget that is 15% of the sum of the total FY 2012-2013 allotments

\$173, 101.80

Fountain Valley School District

2012-13 SD-CEIS Plan

I hereby certify that, to the best of my knowledge, this report is true and correct and is in compliance with federal and state law.

Marc Ecker, Ed. D

714-843-3255

Print Superintendent's Name

Telephone Number



Superintendent's Signature

12-12-12

Date

Anne Delfosse

714-903-7000 ext 4601

Print SELPA Executive Director West Orange County Consortium of Special Education

Telephone Number



SELPA Executive Director Signature

12/14/13

Date

**Budget Detail for FY 2012-2013
SD-CEIS Plan
Annual Strategies and Activities**

LEA Name: Fountain Valley School District

CDS Code:

Focus Area/ Baselines	Services and Supports Aligned to Focus Areas and/or Root Causes	Outcomes & Evaluation Measures	Person Responsible	Timeline	SD-CEIS Budget
<p>Area 1: Core Curriculum/Tier 1 Instruction</p> <p>Baselines: <i>On the 2012 CST, 790 students scored Basic or below. Additionally, on DIBELS Next, 57 students grades 3-5 scored Basic or below.</i></p>	<ul style="list-style-type: none"> -Differentiated Instruction -Co-teaching -Active Engagement -Common Core -Thinking Maps -Transitional Kindergarten -Section 504 Training 	<p>Utilizing the services and supports to align to the Focus area, the targeted students will increase in performance level on the DIBELS Next and CST to Proficient or Advance</p>	<p>Assistant Superintendent, Curriculum and Instruction</p> <p>Director, Assessment and Accountability</p> <p>Director, Support Services</p>	<p><u>Progress Monitoring:</u> March 2013</p> <p>June 2013</p> <p>November 2013</p> <p>January 2014</p> <p>March 2014</p> <p>June 2014</p>	<p align="right">Total: \$88,460</p>

**Budget Detail for FY 2012-2013
SD-CEIS Plan
Annual Strategies and Activities**

LEA Name: Fountain Valley School District

CDS Code:

Focus Area/ Baselines	Services and Supports Aligned to Focus Areas and/or Root Causes	Outcomes & Evaluation Measures	Person Responsible	Timeline	SD-CEIS Budget
<p>Area 2: Research-based Interventions</p> <p>Baselines: <i>On the 2012 CST, 790 students scored Basic or below. Additionally, on DIBELS Next, 531 students grade K-2 and 57 students grades 3-5 scored Basic or below</i></p>	<p>-Reading/Math Intervention Strategies</p> <p>-Reading/Math Intervention Programs</p> <p>-Reading/Math Intervention Classes</p> <p>-Study Skill/Executive Functioning</p> <p>-Student Study Team Leadership Cohort</p>	<p>Utilizing the services and supports to align to the Focus area, the targeted students will increase in performance level on the DIBELS Next and CST to Proficient or Advance. Additionally, to increase the District's Tier 2 interventions to support at-risk students</p>	<p>Assistant Superintendent, Curriculum and Instruction</p> <p>Director, Assessment and Accountability</p> <p>Director, Support Services</p>	<p><u>Progress Monitoring:</u> March 2013</p> <p>June 2013</p> <p>November 2013</p> <p>January 2014</p> <p>March 2014</p> <p>June 2014</p>	<p>Total: \$39,820</p>

**Budget Detail for FY 2012-2013
SD-CEIS Plan
Annual Strategies and Activities**

LEA Name: Fountain Valley School District

CDS Code:

Focus Area/ Baselines	Services and Supports Aligned to Focus Areas and/or Root Causes	Outcomes & Evaluation Measures	Person Responsible	Timeline	SD-CEIS Budget
<p>Area 3: Targeted Interventions for Moderate to High Risk Students</p> <p>Baselines: <i>On the 2012 CST, 790 students scored Basic or below. Additionally, on DIBELS Next, 531 students grade K-2 and 57 students grades 3-5 scored Basic or below</i></p>	<p>-After school tutoring</p>	<p>Utilizing the services and supports to align to the Focus area, the targeted students will increase in performance level on the DIBELS Next and CST to Proficient or Advance. Additionally, to increase the District's Tier 2 interventions to support at-risk students</p>	<p>Assistant Superintendent, Curriculum and Instruction</p> <p>Director, Assessment and Accountability</p> <p>Director, Support Services</p>	<p><u>Progress Monitoring:</u> March 2013</p> <p>June 2013</p> <p>November 2013</p> <p>January 2014</p> <p>March 2014</p> <p>June 2014</p>	<p>Total: \$35,021.80</p>

**Budget Detail for FY 2012-2013
SD-CEIS Plan
Annual Strategies and Activities**

LEA Name: Fountain Valley School District

CDS Code:

Focus Area/ Baselines	Services and Supports Aligned to Focus Areas and/or Root Causes	Outcomes & Evaluation Measures	Person Responsible	Timeline	SD-CEIS Budget
<p>Area 4: Positive Behavioral Interventions</p> <p>Baselines: <i>In 2011-2012 school year, Fountain Valley School District had 3 expulsions and 137 suspensions</i></p>	<p>-Counseling -Friendship/Lunch Bunch/Social Skills Groups</p>	<p>Utilizing the services and supports to align to the Focus area, the targeted students will decrease suspensions/expulsions and referrals. Additionally, to maximize the District's Tier 2 interventions under Positive Behavior Interventions and Supports (PBIS)</p>	<p>Assistant Superintendent, Curriculum and Instruction</p> <p>Director, Assessment and Accountability</p> <p>Director, Support Services</p>	<p><u>Progress Monitoring:</u> March 2013</p> <p>June 2013</p> <p>November 2013</p> <p>January 2014</p> <p>March 2014</p> <p>June 2014</p>	<p>Total: \$9,800</p>

Budget Summary for FY 2012-13

LEA Name: Fountain Valley School District

SD-CEIS Plan

CDS Code:

Program Resources	Coordinated Early Intervening Services (CEIS) IDEA Funds Estimated Expenditures
1 1000-Certified Salaries	\$46,200
2 2000-Classified Salaries	\$6,996.80
3 3000-Employee Benefits	\$8,130
4 4000-Materials and Supplies	\$61,550
5 5000-Service and other operating costs	\$43,300
6 Total Direct Costs (sum of 1-5)	\$166,176.80
7 7300-Indirect Cost (at CDE approved rate) CDE approved rate of _____4_%	\$6,925
8 Total Program Budget (sum of 6-8)	\$173,101.80

Significant Disproportionality Coordinated Early Intervening Services Plan Review Form

Fountain Valley School District
District Name

Year 1/2012-2013
Review Year / SD-CEIS Plan #

The CDE staff will use this checklist to assist in the SD-CEIS Plan review. The LEAs shall use this form to assist in completing the SD-CEIS Plan.

Components of the SD-CEIS Plan			
Requirement	Yes	No	Comments
1. Convene a Stakeholder group	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Describe in A1
2. Complete Special Self-Review of Policies, Policies, Procedures and Practices reviewed with CDE staff (compliance portion of the review)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Include relevant results in A1 The District was found compliant in the Self-Review conducted in 2011-2012
3. Complete one programmatic self-assessment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	See appendix B
4. SD-CEIS Plan Narrative Guidelines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
A1. Summarize the findings from self review, including root causes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	See Section A1 for Initial Theories and Root Causes
Identify stakeholder group members, including titles/organizations: <ul style="list-style-type: none"> Internal & external Parents, General Education (GE), and SELPA admin. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Define LEA leadership team <ul style="list-style-type: none"> How GE/Special Education (SE) provide leadership? Frequency of updates to supt. & role Coordination efforts across the LEA 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Leadership Team consists of District Administrators representing Business, Middle School, Elementary School, Curriculum and Instruction, Assessment and Accountability, Support Services, and Personnel. The Superintendent will be updated on a quarterly basis at Senior Managers Meeting by Director of Business, Director of Assessment and Accountability, and Director Support Services.
Identify root cause(s) through data <ul style="list-style-type: none"> Describe the self-assessment process and the identification of root cause(s) Describe the processes used to collect, analyze and interpret data. Access SPP-TAP Facilitators or obtain other technical assistance expert(s)? 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Name of Programmatic Self-Assessment used: Equity in Special Education Placement: A School Self-Assessment Guide for Culturally Responsive Practices
A2. Select focus area(s) <ul style="list-style-type: none"> Describe implementation Add other focus areas not represented Align to PI efforts Review other current LEA improvement activities Justify continued or reinstated activities 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	List: See Section A2 for Focus Areas
A3. Implement, Monitor, & Adapt <ul style="list-style-type: none"> List how academic or behavior areas target students 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	PI Year: Year 2

A4. Estimate number of students expected to receive services/supports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
B1. Screening methods described	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
B2. List current and future services and supports. Person responsible.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
B3. List tools used to collect data, including for which services <ul style="list-style-type: none"> States baseline year for each 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
B4. Schedule—specify how often progress will be measured	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
B5. Describes how data will be used	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
B6. Lists types of positions/ responsibilities for implementing interventions/support			
B7. Describes results of progressing monitoring impacts decisions on PD provided	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
B8. Provides plan for: <ul style="list-style-type: none"> research-based PD monitoring change in schools 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
C1. <i>If providing PD,</i> <ul style="list-style-type: none"> list Focus Area(s), PD topics & frequency Types of staff participating in training Links PD Needs Assessment Summary supporting topic provided 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	See page 19-21 of plan
D1. IDEA Funds Used for SD-CEIS: <ul style="list-style-type: none"> Identify services & supports for students, including PD activities for current fiscal year. If continued activities: <ul style="list-style-type: none"> State justification of continued position and/or activities Describe process used to ensure alignment with self-assessment results Must address items listed in the SD-CEIS Budget Detail. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Include Personnel expenses: Yes, see page 28 which provides a breakdown of personnel expenses.
E1. List of measurable outcomes expected to achieve	<input checked="" type="checkbox"/>	<input type="checkbox"/>	See page 24-27 of plan
5. SD-CEIS Budget & Assurances <ul style="list-style-type: none"> 15% of Federal Fund allocated will be expended by 9/30/14 Funds are appropriate to CEIS activities 15% of IDEA funds to be spent on Significant Disproportionality Signed Assurances and SELPA review/certification (Form 4) 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Note: The LEA must expend the fiscal year (FY) 2012–13 SED-CEIS set-aside funds prior to September 30, 2014. The SD-CEIS Plan activities may be completed prior to September 30, 2014 Due: August 30, 2012
6. Submit to FMTA Consultant			
Timely Submission	<input type="checkbox"/>	<input type="checkbox"/>	90 Days after date of instruction letter & pkg.
Extension requested	<input type="checkbox"/>	<input type="checkbox"/>	
Progress status	<input type="checkbox"/>	<input type="checkbox"/>	
Proposed plan submission date	<input type="checkbox"/>	<input type="checkbox"/>	

Revised Budget Based on CDE Input		<input type="checkbox"/>	<input type="checkbox"/>
LEA Superintendent (Print & Sign) <i>MARC BAKER</i>	Date <i>1/5/13</i>	SELPA Director (Print & Sign) <i>Anne Delfosse</i>	Date <i>1/14/13</i>
FM TA Consultant (Print & Sign) <i>Marc Baker</i>	Date	FM TA Administrator (Print & Sign) <i>Carolyn Jones</i>	Date



Fountain Valley School District
RESOLUTION 2013-10

RESOLUTION OF APPRECIATION TO COUNSELORS
ALLYSON McFERRAN & NICOLE AGNES
IN RECOGNITION OF NATIONAL SCHOOL COUNSELING WEEK: FEB. 4-8, 2013

National School Counseling Week 2013:
Celebrate School Counseling

WHEREAS, during your time of serving as a counselor in the Fountain Valley School District, you have earned the admiration of teachers, administrators, students, parents and the Board; and

WHEREAS, you have proven herself to be an advocate for all children as you dedicate yourself to keeping our students healthy and safe; and

WHEREAS, the Fountain Valley School District and its community salutes you and avows its appreciation for your compassion and skills as you observe and listen.

NOW, IT IS RESOLVED that the Fountain Valley School District Board of Trustees salutes you for truly making a difference and celebrates your ongoing commitment to the emotional health and well being of Fountain Valley’s children.

PASSED AND ADOPTED by the Governing Board on January 24, 2013 by the following vote:

Ayes: _____
Nays: _____
Abstentions: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

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

WITNESSED my hand this 24th day of January, 2013.

Clerk of the Governing Board



FOUNTAIN VALLEY SCHOOL DISTRICT

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

Memorandum

Board Meeting
January 24, 2013

TO: Anne Silavs, Assistant Superintendent, Instruction
FROM: Julianne Hoefer, Director, Office of Assessment and Accountability
DATE: January 15, 2013
SUBJECT: Approval of Orange County Department of Education as Service Provider Under E-Rate

Background

The Fountain Valley School District has been participating in the E-rate program for the past 13 years. The E-rate program is a Federal program which provides schools and libraries across the country with substantial discounts on their technology services. Discounts for costs of eligible services range from 20% to 90% and depend on the level of poverty and the urban/rural status of the population served (FVSD's eligibility rate is 47%). In Fountain Valley School District, discounts reduce the costs of our telephone service, Internet access, and the internal connections we use to build and maintain the computer networks that link our classrooms. Over the past 13 years FVSD has received a cumulative total of \$1,003,829 in discounts.

Under the E-Rate program, services for the district are requested a year in advance. Potential service providers may submit proposals to the district and, after a careful vetting process, providers whose services best meet our needs are selected. The Orange County Department of Education has provided Internet Access service to FVSD in the past and continues to be our preferred provider for this service. We are seeking approval of a three-year contract for Agreement Number 39056, "Internet Network Support Services Agreement," with OCDE. This service is estimated to incur an annual fee of \$78,000, although final costs will be based upon actual usage. FVSD will be billed for this service only if OCDE receives an invoice from the California K12 High Speed Network for Internet access for 1 GB. This billing arrangement has been past practice and, to date, FVSD has never been charged for Internet access service.

Recommendation

It is recommended that the Board approve Agreement Number 39056, "Internet Network Support Services Agreement," with the Orange County Department of Education for services to begin July 1, 2013 and end on June 30, 2016.

2 2013 - 2016
3 INTERNET NETWORK SUPPORT SERVICES AGREEMENT
4 FOUNTAIN VALLEY SCHOOL DISTRICT

5 This Internet Network Support Services Agreement, hereinafter
6 referred to as AGREEMENT, is hereby entered into by and between the
7 Orange County Superintendent of Schools, 200 Kalmus Drive, Costa
8 Mesa, California 92626, hereinafter referred to as SUPERINTENDENT,
9 and Fountain Valley School District, 10055 Slater, Fountain Valley,
10 California 92708, hereinafter referred to as DISTRICT.
11 SUPERINTENDENT and DISTRICT shall be collectively referred to as the
12 Parties.

13 NOW, THEREFORE, the Parties hereto mutually agree as
14 follows:

15 1.0 BASIS OF AGREEMENT. Provide Internet access and support to
16 school districts within Orange County in accordance with the terms
17 and conditions set forth in this AGREEMENT.

18 2.0 TERM. This AGREEMENT shall be in full force and effect for
19 the period commencing July 1, 2013, and ending on June 30, 2016,
20 subject to termination as set forth in this AGREEMENT.

21 3.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services
22 rendered pursuant to Section 1.0 of this AGREEMENT a total amount
23 not to exceed Two hundred thirty-four thousand dollars
24 (\$234,000.00). Reimbursement for services will be based on the

25 actual expenses incurred by SUPERINTENDENT in providing Internet
access. The amounts listed below are estimated charges to the
SUPERINTENDENT for fiscal year 2013 - 2014, fiscal year 2014 - 2015

1 and fiscal year 2015 - 2016 and are based on the type, level, and
2 number of services provided to DISTRICT. DISTRICT shall be notified
3 in writing of any increase in charges incurred by SUPERINTENDENT in
4 supporting the network that result from rate changes. DISTRICT
5 agrees to pay SUPERINTENDENT the actual charges within thirty (30)
6 days upon receipt of an itemized invoice in triplicate from
7 SUPERINTENDENT. Charges shall be as follows:

<u>ITEM#</u>	<u>COST</u>	<u>DESCRIPTION OF SERVICE/SUPPORT</u>
	<u>ANNUAL FEES</u>	
1.	\$ <u>78,000.00</u>	Internet Access Fee. DISTRICT will be billed only if SUPERINTENDENT receives an invoice from California K12 High Speed Network for Internet access for <u>1 GIG</u> .
	TOTAL FEES:	<u>\$78,000.00</u>

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12
13 4.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing
14 technical support and assistance for Internet access between the
15 DISTRICT and SUPERINTENDENT, provided however, that the availability
16 or performance of this technical support service shall not be
17 construed as altering or affecting SUPERINTENDENT'S obligations as
18 set forth in this AGREEMENT. SUPERINTENDENT'S technical support via
19 telephone shall be provided to DISTRICT without charge Monday
20 through Friday from 8:00 A.M. - 5:00 P.M., excluding
21 SUPERINTENDENT'S holidays.

22 5.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times
23 shall be an independent contractor and shall be wholly responsible
24 for the manner in which the services required by the terms of this
25 AGREEMENT are performed. Nothing herein contained shall be
construed as creating the relationship of employer and employee, or

1 principal and agent, between SUPERINTENDENT and DISTRICT.
2 SUPERINTENDENT assumes the responsibility for the acts of its
3 employees or agents as they relate to the services to be provided.
4 SUPERINTENDENT, its officers, agents, and employees, shall not be
5 entitled to any rights, and/or privileges of DISTRICT'S employees
6 and shall not be considered in any manner to be DISTRICT'S
7 employees.

8 6.0 HOLD HARMLESS.

9 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
10 harmless DISTRICT, its Governing Board, officers, agents, and
11 employees from every claim or demand and every liability loss,
12 damage, or expense of any nature whatsoever which may be incurred by
13 reason of any negligent acts or omissions of employees, agents or
14 officers of SUPERINTENDENT or the Orange County Board of Education
15 during the period of this AGREEMENT.

16 B. DISTRICT hereby agrees to indemnify, defend, and hold
17 harmless SUPERINTENDENT, the Orange County Board of Education, and
18 its officers, agents, and employees from every claim or demand and
19 every liability, loss, damage, or expense of any nature whatsoever
20 which may be incurred by reason of any negligent acts or omissions
21 of employees, agents or officers of DISTRICT during the period of
22 this AGREEMENT.

23 7.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
24 they will not engage in unlawful discrimination of persons because
25 of race, color, religious creed, national origin, ancestry, physical
handicap, medical condition, marital status, or sex of such persons.

1 8.0 APPLICABLE LAW. The services completed herein must meet the
2 approval of the DISTRICT'S general right of inspection to secure the
3 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree
4 to comply with all federal, state and local laws, rules, regulations
5 and ordinances that are now or may in the future become applicable
6 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel
7 engaged in operations covered by this AGREEMENT or occurring out of
8 the performance of such operations.

9 9.0 ASSIGNMENT. Neither party shall subcontract or assign this
10 AGREEMENT or the performance of any of the services set forth in
11 this AGREEMENT without prior written approval of the non-assigning
12 party.

13 10.0 TERMINATION. This AGREEMENT may be terminated by
14 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of
15 sixty (60) days prior written notice to the other party.

16 11.0 TOBACCO USE POLICY. In the interest of public health, the
17 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
18 use of any tobacco products are prohibited in buildings and
19 vehicles, and on any property owned, leased or contracted for by the
20 SUPERINTENDENT. Failure to abide with conditions of this policy
21 could result in the termination of this AGREEMENT.

22 12.0 NOTICES. All notices or demands to be given under this
23 AGREEMENT by either party to the other shall be in writing and given
24 either by: i) Personal service, or ii) U.S. Mail, mailed either by
25 registered or certified mail, return receipt requested, with postage
prepaid. Service shall be considered given when received if

1 personally served or, if mailed, on the third (3rd) day after
2 deposit in any U.S. Post Office. The address to which notices or
3 demands may be given by either party may be changed by written
4 notice given in accordance with the notice provisions of this
5 section. As of the date of this AGREEMENT the addresses of the
6 parties are as follows:

7 DISTRICT: Fountain Valley School District
 10055 Slater
8 Fountain Valley, California 92708
 Attn: _____

9 SUPERINTENDENT: Orange County Superintendent of Schools
10 200 Kalmus Drive
 P. O. Box 9050
11 Costa Mesa, California 92628-9050
 Attn: Patricia McCaughey

12
13 13.0 SEVERABILITY. If any term, condition or provision of this
14 AGREEMENT is held by a court of competent jurisdiction to be
15 invalid, void, or unenforceable, the remaining provisions will
16 nevertheless continue in full force and effect and shall not be
17 affected, impaired or invalidated in any way.

18 14.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
19 shall be governed by the laws of the State of California, with venue
20 in Orange County, California.

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IN WITNESS WHEREOF, the Parties hereto have caused this
AGREEMENT to be executed.

DISTRICT: FOUNTAIN VALLEY
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY: _____
Authorized Signature

PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: _____

FVSD-Internet(39056)2013-2016



FOUNTAIN VALLEY SCHOOL DISTRICT

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

Board Meeting
January 24, 2013

Memorandum

TO: Anne Silavs, Assistant Superintendent, Instruction

FROM: Julianne Hoefer, Director, Assessment and Accountability

DATE: January 16, 2013

SUBJECT: School Accountability Report Cards (SARCs)

Background

In November 1988, California voters passed Proposition 98, also known as *The Classroom Instructional Improvement and Accountability Act*. Under the act, all public schools in California are required annually to prepare School Accountability Report Cards (SARCs) and disseminate them to the public. SARCs are intended to provide the public with important information about each public school and to communicate a school's progress in achieving its goals.

Each school site in Fountain Valley School District annually completes a School Accountability Report Card including state-mandated data which is both site-specific and districtwide. Items include demographic information, school safety and climate for learning, academic data, school completion, class size, teacher and staff information, curriculum and instruction, and fiscal and expenditure data.

In the 2012-13 school year, SARCs have been completed for each school site reflecting data from the 2011-12 school year, although some information is included from the current year. Once approved, SARCs are posted to the FVSD website in compliance with state mandate and to provide easy access to the public. Corrected 2011-12 STAR data will be released by the California Department of Education after the mandated posting deadline of February 1. To avoid confusion, STAR data tables have been left blank; they will be updated and posted by March 1, 2013.

Recommendation

It is recommended that the Board of Trustees approve the ten School Accountability Report Cards.

Roch Courreges Elementary School

School Accountability Report Card

Reported Using Data from the 2011-12 School Year

Published During 2012-13

Every school in California is required by state law to publish a School Accountability Report Card (SARC), by February 1 of each year. The SARC contains information about the condition and performance of each California public school.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC webpage at <http://www.cde.ca.gov/ta/ac/sa/>.
- For additional information about the school, parents and community members should contact the school principal or the district office.

I. Data and Access

EdData Partnership Web Site

EdData is a partnership of the CDE, EdSource, and the Fiscal Crisis Management and Assistance Team (FCMAT) that provides extensive financial, demographic, and performance information about California's public kindergarten through grade twelve school districts and schools.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest webpage at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district, the county, and the state. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., state Academic Performance Index [API], federal Adequate Yearly Progress [AYP]), test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible. Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

II. About This School

Contact Information (School Year 2012-13)

School Contact Information	
School Name	Roch Courreges Elementary School
Street	18313 Santa Carlotta Street
City, State, Zip	Fountain Valley, CA 92708
Phone Number	(714) 378-4280
Principal	Chris Christensen
E-mail Address	ChristensenC@fvds.us
CDS Code	30-66498-6094635

District Contact Information	
District Name	Fountain Valley School District
Phone Number	714.843.3200
Web Site	www.fvsd.k12.ca.us
Superintendent	Dr. Marc Ecker
E-mail Address	EckerM@fvsd.us

School Description and Mission Statement (School Year 2011-12)

This section provides information about the school, its programs and its goals.

Courreges is committed to providing a safe and challenging environment for students. It is our expectation that students will succeed in the acquisition of basic skills and become life-long learners and quality citizens. Certificated and credentialed staff and our parent community are dedicated to assisting students in achieving this mission.

“Strive for Excellence” is the common vision, which drives all members of the educational community. Teachers, staff, and the administrator continue to act on the principle that students come first. The educational programs at the school are tailored to meet the needs of the school population. Courreges is dedicated to ensuring the academic success of every student, providing them with a comprehensive educational experience that becomes an integral part of their lives.

Fountain Valley School District is comprised of seven elementary schools and three middle schools. Courreges Elementary School is located in the southwestern section of Fountain Valley. In the 2011-2012 school year, the school served 645 students in grades kindergarten through five on a traditional calendar schedule. The chart displays school enrollment broken down by ethnicity.

Opportunities for Parental Involvement (School Year 2011-12)

This section provides information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parent involvement.

Parents and the community are very supportive of the educational program at Courreges Elementary School. Parents are encouraged to become involved in their child’s education by volunteering at the school, participating in school activities, and joining school committees and councils.

In addition to numerous community and business partnerships, the school benefits from an extremely active Parent-Teacher Association (PTA). The PTA sponsors numerous fundraisers, awards programs, activities, and field trips throughout the school year.

Parents who wish to participate in Courreges Elementary School’s leadership teams, activities, or become a volunteer may contact the office at (714) 378-4280. The district’s website (www.fvsd.k12.ca.us) also provides a variety of resources and helpful information for parents, students, and community members.

Student Enrollment by Grade Level (School Year 2011-12)

Grade Level	Number of Students
Kindergarten	91
Grade 1	82
Grade 2	106
Grade 3	124
Grade 4	116
Grade 5	126
Total Enrollment	645

Student Enrollment by Group (School Year 2011-12)

Group	Percent of Total Enrollment	Group	Percent of Total Enrollment
Black or African American	0.8	White	51
American Indian or Alaska Native	0.9	Two or More Races	2.3
Asian	34.1	Socioeconomically Disadvantaged	11.8
Filipino	1.2	English Learners	12.6
Hispanic or Latino	9	Students with Disabilities	8.7
Native Hawaiian/Pacific Islander	0.2		

Average Class Size and Class Size Distribution (Elementary)

Grade Level	2009-10				2010-11				2011-12			
	Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms		
		1-20	21-32	33+		1-20	21-32	33+		1-20	21-32	33+
K	27	0	3	0	27.3	0	4	0	29.3	0	4	0
1	29	0	3	0	29.3	0	3	0	26	0	3	0
2	29	0	4	0	28.3	0	4	0	25.8	1	3	0
3	28	0	3	0	28.8	0	4	0	29.5	0	4	0
4	32	0	2	2	31.7	0	3	0	31.8	0	5	0
5	32	0	2	2	28.4	1	4	0	26.4	1	4	0
Other	31	-	1	-								

* Number of classes indicates how many classes fall into each size category (a range of total students per class).

III. School Climate

School Safety Plan (School Year 2011-12)

This section provides information about the school's comprehensive safety plan, including the dates on which the safety plan was last reviewed, updated, and discussed with faculty; as well as a brief description of the key elements of the plan.

The safety of students and staff is a primary concern of Courreges Elementary School. Students are supervised before school, during lunch and recess periods, and after school by teachers, administrators, trained aides, and classified staff. All visitors to the campus must sign in at the main office and wear a visitor's pass at all times during their stay on school grounds.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. The Safety Committee reviews and updates the Safe School Action Plan each year by March 1st. Any and all revisions to the plan are immediately communicated to classified and certificated staff. Key elements of the Safety Plan focus on the following:

- School rules & procedures
- Disaster procedures/routine & emergency drills
- Current status of school crime
- Notification to teachers
- Child abuse reporting procedures
- Policies related to suspension/expulsion
- Sexual harassment policy
- Safe ingress & egress of pupils, parents, & school employees
- Bullying Policy

The school's disaster preparedness plan includes steps for ensuring student and staff safety during a disaster. Fire, disaster, and lockdown drills are conducted on a rotating basis throughout the school year.

Suspensions and Expulsions

Rate*	School			District		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
Suspensions	0.16	0.79	2.15	1.63	2.49	2.37
Expulsions	0	0	0	0.03	0	.05

* The rate of suspensions and expulsions is calculated by dividing the total number of incidents by the total enrollment (and multiplying by 100).

IV. School Facilities

School Facility Conditions and Planned Improvements (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- The year and month in which the data were collected
- Description of any needed maintenance to ensure good repair

Year and month in which data were collected: 8/2012

Courreges Elementary School was originally constructed in 1974, and is currently comprised of 26 classrooms, a computer lab, a library, and a spacious playground. The campus underwent a modernization project between summer 2003 and fall 2005, at which time all facilities were thoroughly renovated. The facility strongly supports teaching and learning through its ample classroom and recreational space. The chart displays the results of the most recent facilities inspection.

Cleaning Process:

Courreges Elementary provides a safe and clean environment for students, staff, and volunteers. The District's Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with the school's custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

Maintenance & Repair:

A scheduled maintenance program is administered by Courreges Elementary School's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

Deferred Maintenance Budget:

The State School Deferred Maintenance Program provides State matching funds on a dollar-for-dollar basis, to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior painting, and floor systems. For the 2010-11 school year, Fountain Valley School District did not participate in the State School Deferred Maintenance Budget Program.

School Facility Good Repair Status (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The Overall Rating (bottom row)

System Inspected	Repair Status				Repair Needed and Action Taken or Planned
	Exemplary	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	[X]	[]	[]	[]	
Interior: Interior Surfaces	[X]	[]	[]	[]	
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	[X]	[]	[]	[]	
Electrical: Electrical	[X]	[]	[]	[]	
Restrooms/Fountains: Restrooms, Sinks/ Fountains	[X]	[]	[]	[]	
Safety: Fire Safety, Hazardous Materials	[X]	[]	[]	[]	
Structural: Structural Damage, Roofs	[X]	[]	[]	[]	
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	[]	[X]	[]	[]	Future deferred maintenance item.
Overall Rating	[X]	[]	[]	[]	

V. Teachers

Teacher Credentials

Teachers	School			District
	2009-10	2010-11	2011-12	2011-12
With Full Credential	25	25	26	246
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence	0	0	0	---

Teacher Misassignments and Vacant Teacher Positions

Indicator	2010-11	2011-12	2012-13
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments	0	0	0
Vacant Teacher Positions	0	0	0

* "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

Core Academic Classes Taught by Highly Qualified Teachers (School Year 2011-12)

The Federal Elementary and Secondary Education Act (ESEA), also known as No Child Left Behind (NCLB), requires that core academic subjects be taught by Highly Qualified Teachers, defined as having at least a bachelor’s degree, an appropriate California teaching credential, and demonstrated core academic subject area competence. For more information, see the CDE *Improving Teacher and Principal Quality* webpage at: <http://www.cde.ca.gov/nclb/sr/tq/>

Location of Classes	Percent of Classes In Core Academic Subjects	
	Taught by Highly Qualified Teachers	Not Taught by Highly Qualified Teachers
This School	100	0
All Schools in District	99.8	0.2
High-Poverty Schools in District	0	0
Low-Poverty Schools in District	100	0

* High-poverty schools are defined as those schools with student eligibility of approximately 40 percent or more in the free and reduced price meals program. Low-poverty schools are those with student eligibility of approximately 25 percent or less in the free and reduced price meals program.

VI. Support Staff

Academic Counselors and Other Support Staff (School Year 2011-12)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor		
Counselor (Social/Behavioral or Career Development)		---
Library Media Teacher (Librarian)		---
Library Media Services Staff (Paraprofessional)	.25	---
Psychologist	.6	---
Social Worker		---
Nurse	.2	---
Speech/Language/Hearing Specialist	1.0	---
Resource Specialist	1.0	---
Other		---

* One Full-Time Equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

VII. Curriculum and Instructional Materials

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2012-13)

This section describes whether the textbooks and instructional materials used at the school are from the most recent adoption; whether there are sufficient textbooks and instruction materials for each student; and information about the school’s use of any supplemental curriculum or non-adopted textbooks or instructional materials.

Year and month in which data were collected: October, 2012

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The district held a Public Hearing on October 18, 2012, and determined that each school within the district has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

All students, including English Learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. All textbooks and instructional materials used within the district are aligned with the California State Content Standards and Frameworks and have been approved by the Board of Trustees. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available.

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Houghton-Mifflin Curriculum Associates Holt Adoption Year 2002	Yes	0.0%
Mathematics	Houghton-Mifflin McGraw-Hill Prentice-Hall Holt McDougal-Littell Adoption Year 2001	Yes	0.0%
Science	Houghton-Mifflin Prentice-Hall Adoption Year 2008	Yes	0.0%
History-Social Science	Scott Foresman Holt Adoption Year 2006	Yes	0.0%

VIII. School Finances

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2010-11)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$4,717	\$1,247	\$3,470	\$63,958
District	---	---	\$3,646	\$71,228
Percent Difference: School Site and District	---	---	-4.8%	-10.2%
State	---	---	\$5,455	\$69,404
Percent Difference: School Site and State	---	---	-36.4%	-7.8%

* **Supplemental/Restricted** expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

** **Basic/Unrestricted expenditures** are from money whose use, except for general guidelines, is not controlled by law or by a donor.

For detailed information on school expenditures for all districts in California, see the CDE Current Expense of Education & Per-pupil Spending webpage at <http://www.cde.ca.gov/ds/fd/ec/>. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>. To look up expenditures and salaries for a specific school district, see the Ed-Data Web site at: <http://www.ed-data.org>.

Types of Services Funded (Fiscal Year 2011-12)

This section provides specific information about the types of programs and services available at the school that support and assist students. For example, this narrative may include information about supplemental educational services related to the school's federal Program Improvement (PI) status.

In addition to general State funding, all schools within Fountain Valley School District received State and Federal categorical funding for the following support programs:

- School & Library Improvement Program
- Gifted & Talented Education (GATE)
- Title II, Staff Development
- Title III, Economic Impact Aide
- Title IV, Safe & Drug Free Schools & Communities
- Title V, Innovative Programs
- Peer Assistance & Review (PAR)

Teacher and Administrative Salaries (Fiscal Year 2010-11)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$39,839	\$41,246
Mid-Range Teacher Salary	\$74,395	\$67,400
Highest Teacher Salary	\$90,898	\$85,481
Average Principal Salary (Elementary)	\$118,058	\$107,739
Average Principal Salary (Middle)	\$121,242	\$111,540
Average Principal Salary (High)		\$110,146
Superintendent Salary	\$250,575	\$180,572
Percent of Budget for Teacher Salaries	42%	42%
Percent of Budget for Administrative Salaries	8%	5%

* For detailed information on salaries, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>.

IX. Student Performance

The Standardized Testing and Reporting (STAR) Program consists of several key components, including:

- **California Standards Tests (CSTs)**, which include English-language arts (ELA) and mathematics in grades two through eleven; science in grades five, eight, and nine through eleven; and history-social science in grades eight, and nine through eleven.
- **California Modified Assessment (CMA)**, an alternate assessment that is based on modified achievement standards in ELA for grades three through eleven; mathematics for grades three through seven, Algebra I, and Geometry; and science in grades five and eight, and Life Science in grade ten. The CMA is designed to assess those students whose disabilities preclude them from achieving grade-level proficiency on an assessment of the California content standards with or without accommodations.
- **California Alternate Performance Assessment (CAPA)**, includes ELA and mathematics in grades two through eleven, and science for grades five, eight, and ten. The CAPA is given to those students with significant cognitive disabilities whose disabilities prevent them from taking either the CSTs with accommodations or modifications or the CMA with accommodations.

The assessments under the STAR Program show how well students are doing in relation to the state content standards. On each of these assessments, student scores are reported as performance levels.

For detailed information regarding the STAR Program results for each grade and performance level, including the percent of students not tested, see the CDE STAR Results Web site at <http://star.cde.ca.gov>.

Standardized Testing and Reporting Results for All Students - Three-Year Comparison

Subject	Percent of Students Scoring at Proficient or Advanced								
	School			District			State		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
English-Language Arts	83	80	TBD*	78	77	TBD*	52	54	56
Mathematics	86	87	TBD*	77	78	TBD*	48	50	51
Science	95	87	TBD*	83	82	TBD*	54	57	60
History-Social Science				73	72	TBD*	44	48	49

* Due to data corrections that are in progress, this information will available by March 1, 2013.

** Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Standardized Testing and Reporting Results by Student Group - Most Recent Year

Group	Percent of Students Scoring at Proficient or Advanced			
	English-Language Arts	Mathematics	Science	History-Social Science
All Students in the LEA	TBD*	TBD*	TBD*	TBD*
All Student at the School	TBD*	TBD*	TBD*	
Male	TBD*	TBD*	TBD*	
Female	TBD*	TBD*	TBD*	
Black or African American				
American Indian or Alaska Native				
Asian	<div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>Due to data corrections that are in progress, this information will available by March 1, 2013.</p> </div>			
Filipino				
Hispanic or Latino				
Native Hawaiian/Pacific Islander				
White	TBD*	TBD*	TBD*	
Two or More Races				
Socioeconomically Disadvantaged	TBD*	TBD*	TBD*	
English Learners	TBD*	TBD*		
Students with Disabilities	TBD*	TBD*		
Students Receiving Migrant Education Services				

* Due to data corrections that are in progress, this information will available by March 1, 2013.

** Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

California Physical Fitness Test Results (School Year 2011-12)

The California Physical Fitness Test (PFT) is administered to students in grades five, seven, and nine only. This table displays by grade level the percent of students meeting the fitness standards for the most recent testing period. For detailed information regarding this test, and comparisons of a school's test results to the district and state, see the CDE PFT webpage at <http://www.cde.ca.gov/ta/tg/pf/>.

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
5	20	21.6	51.2

* Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

X. Accountability

Academic Performance Index

The Academic Performance Index (API) is an annual measure of state academic performance and progress of schools in California. API scores range from 200 to 1,000, with a statewide target of 800. For detailed information about the API, see the CDE API webpage at <http://www.cde.ca.gov/ta/ac/ap/>.

Academic Performance Index Ranks - Three-Year Comparison

This table displays the school's statewide and similar schools' API ranks. The **statewide API rank** ranges from 1 to 10. A statewide rank of 1 means that the school has an API score in the lowest ten percent of all schools in the state, while a statewide rank of 10 means that the school has an API score in the highest ten percent of all schools in the state.

The **similar schools API rank** reflects how a school compares to 100 statistically matched "similar schools." A similar schools rank of 1 means that the school's academic performance is comparable to the lowest performing ten schools of the 100 similar schools, while a similar schools rank of 10 means that the school's academic performance is better than at least 90 of the 100 similar schools.

API Rank	2009	2010	2011
Statewide	10	10	10
Similar Schools	5	5	2

Academic Performance Index Growth by Student Group – Three-Year Comparison

Group	Actual API Change		
	2009-10	2010-11	2011-12
All Students at the School	11	-14	9
Black or African American			
American Indian or Alaska Native			
Asian	1	-3	9
Filipino			
Hispanic or Latino			
Native Hawaiian/Pacific Islander			
White	10	-23	17
Two or More Races			
Socioeconomically Disadvantaged			
English Learners	-13	-9	
Students with Disabilities			

* Due to data corrections that are in progress, this information will be available by March 1, 2013.

** "N/D" means that no data were available to the CDE or LEA to report. "B" means the school did not have a valid API Base and there is no Growth or target information. "C" means the school had significant demographic changes and there is no Growth or target information.

Academic Performance Index Growth by Student Group - 2012 Growth API Comparison

This table displays, by student group, the number of students included in the API and the 2012 Growth API at the school, district, and state level.

Group	2012 Growth API					
	School		District		State	
	# of Students	Growth API	# of Students	Growth API	# of Students	Growth API
All Students at the School	467	932	4,997	911	4,664,264	788
Black or African American	4		47	856	313,201	710
American Indian or Alaska Native	6		27	805	31,606	742
Asian	164	963	1,705	952	404,670	905
Filipino	7		65	951	124,824	869
Hispanic or Latino	40	875	751	856	2,425,230	740
Native Hawaiian/Pacific Islander	1		33	907	26,563	775
White	238	922	2,274	899	1,221,860	853
Two or More Races	6		67	929	88,428	849
Socioeconomically Disadvantaged	61	865	1,219	863	2,779,680	737
English Learners	58	889	832	882	1,530,297	716
Students with Disabilities	TBD*	TBD*	TBD*	TBD*	530,935	607

* Due to data corrections that are in progress, this information will be available by March 1, 2013.

Adequate Yearly Progress

The federal ESEA requires that all schools and districts meet the following Adequate Yearly Progress (AYP) criteria:

- Participation rate on the state's standards-based assessments in ELA and mathematics
- Percent proficient on the state's standards-based assessments in ELA and mathematics
- API as an additional indicator
- Graduation rate (for secondary schools)

Detailed information about AYP, including participation rates and percent proficient results by student group, can be found at the CDE Adequate Yearly Progress (AYP) webpage at <http://www.cde.ca.gov/ta/ac/ay/>.

Adequate Yearly Progress Overall and by Criteria (School Year 2011-12)

AYP Criteria	School	District
Made AYP Overall	Yes	No
Met Participation Rate: English-Language Arts	Yes	Yes
Met Participation Rate: Mathematics	Yes	Yes
Met Percent Proficient: English-Language Arts	Yes	Yes
Met Percent Proficient: Mathematics	Yes	No
Met API Criteria	Yes	Yes
Met Graduation Rate (if applicable)	N/A	N/A

Federal Intervention Program (School Year 2012-13)

Schools and districts receiving federal Title I funding enter Program Improvement (PI) if they do not make AYP for two consecutive years in the same content area (ELA or mathematics) or on the same indicator (API or graduation rate). After entering PI, schools and districts advance to the next level of intervention with each additional year that they do not make AYP. For detailed information about PI identification, see the CDE PI Status Determinations webpage: <http://www.cde.ca.gov/ta/ac/ay/tidetermine.asp>.

Indicator	School	District
Program Improvement Status		In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement		Year 2
Number of Schools Currently in Program Improvement	---	0
Percent of Schools Currently in Program Improvement	---	0

XI. Instructional Planning and Scheduling

Professional Development

This section provides information on the number of days provided for professional development and continuous professional growth in the most recent three year period. Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance, and data reporting, etc.)?

Staff development is a priority in the Fountain Valley School District. We value the impact highly skilled instructors have on student achievement. At the beginning of the school year we reserve three days and at the end of the year one day specifically for this purpose. In addition, during the school year teachers attend training either before, during, or beyond the school day. Throughout the District there are both school level and districtwide initiatives. Initiatives include:

- Student Engagement (middle school)
- Differentiated Instruction
- Data-responsive Instruction
- Response to Intervention
- Learning Walks
- Strategic/Intensive Intervention Curriculum/Strategies – Corrective Reading, Number Worlds, Academic Vocabulary, and English 3D (middle schools)
- Technology Enhancements to Manage Student Data and to Facilitate Productivity
- Positive Behavior Intervention Systems - Power Paw Program
- Effective Reading Intervention Academy
- Professional Learning Communities
- Thinking Maps
- ST Math
- iPad as an instructional tool

James Cox Elementary School

School Accountability Report Card

Reported Using Data from the 2011-12 School Year

Published During 2012-13

Every school in California is required by state law to publish a School Accountability Report Card (SARC), by February 1 of each year. The SARC contains information about the condition and performance of each California public school.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC webpage at <http://www.cde.ca.gov/ta/ac/sa/>.
- For additional information about the school, parents and community members should contact the school principal or the district office.

I. Data and Access

EdData Partnership Web Site

EdData is a partnership of the CDE, EdSource, and the Fiscal Crisis Management and Assistance Team (FCMAT) that provides extensive financial, demographic, and performance information about California's public kindergarten through grade twelve school districts and schools.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest webpage at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district, the county, and the state. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., state Academic Performance Index [API], federal Adequate Yearly Progress [AYP]), test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible. Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

II. About This School

Contact Information (School Year 2012-13)

School Contact Information	
School Name	James Cox Elementary School
Street	17615 Los Jardines, East
City, State, Zip	Fountain Valley, CA 92708
Phone Number	(714) 378-4240
Principal	Patrick Ham
E-mail Address	HamP@fvsd.us
CDS Code	30-66498-6066922

District Contact Information	
District Name	Fountain Valley School District
Phone Number	(714) 843-3200
Web Site	www.fvsd.k12.ca.us
Superintendent	Dr. Marc Ecker
E-mail Address	EckerM@fvsd.us

School Description and Mission Statement (School Year 2011-12)

This section provides information about the school, its programs and its goals.

The mission of Cox Elementary School is to provide a safe and challenging environment for students. It is our expectation that students will become proficient in reading and mathematics, as well as become life-long learners and quality citizens. Teachers, administrators, support staff, and the parent community are dedicated to assisting students in achieving this mission.

Fountain Valley School District is comprised of seven elementary schools and three middle schools. Cox Elementary School is centrally located in Fountain Valley. In the 2011-2012 school year, the school served 694 students in grades kindergarten through five on a traditional calendar schedule. The chart displays school enrollment broken down by ethnicity.

Opportunities for Parental Involvement (School Year 2011-12)

This section provides information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parent involvement.

Parents and the community are very supportive of the educational program at Cox Elementary School. Parents are encouraged to become involved in their child's education by volunteering at the school, participating in school activities, and joining school committees and councils.

In addition to numerous community and business partnerships, the school benefits from an extremely active Parent-Teacher Organization (PTO). The PTO sponsors numerous fundraisers, awards programs, activities, and field trips throughout the school year.

Contact Information

Parents who wish to participate in Cox Elementary School's leadership teams, activities, or become a volunteer may contact the office at (714) 378-4241. The District's website (www.fvsd.k12.ca.us) also provides a variety of resources and helpful information for parents, students, and community members.

Student Enrollment by Grade Level (School Year 2011-12)

Grade Level	Number of Students
Kindergarten	79
Grade 1	106
Grade 2	148
Grade 3	122
Grade 4	119
Grade 5	120
Total Enrollment	694

Student Enrollment by Group (School Year 2011-12)

Group	Percent of Total Enrollment	Group	Percent of Total Enrollment
Black or African American	1.3	White	25.6
American Indian or Alaska Native	0.3	Two or More Races	2.2
Asian	39.3	Socioeconomically Disadvantaged	35
Filipino	1.4	English Learners	27.8
Hispanic or Latino	26.7	Students with Disabilities	4.5
Native Hawaiian/Pacific Islander	1.2		

Average Class Size and Class Size Distribution (Elementary)

Grade Level	2009-10				2010-11				2011-12			
	Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms		
		1-20	21-32	33+		1-20	21-32	33+		1-20	21-32	33+
K	28	0	5	0	23.8	1	3	0	26.3	0	3	0
1	30	0	4	0	26	1	6	0	26.5	0	4	0
2	27	0	5	0	30.3	0	4	0	29.5	0	6	0
3	31	0	4	0	26.8	1	5	0	30.4	0	5	0
4	31	0	5	0	23.8	2	3	0	29.8	0	4	0
5	31	0	5	0	29.4	1	4	0	30	0	4	0
Other												

* Number of classes indicates how many classes fall into each size category (a range of total students per class).

III. School Climate

School Safety Plan (School Year 2011-12)

This section provides information about the school's comprehensive safety plan, including the dates on which the safety plan was last reviewed, updated, and discussed with faculty; as well as a brief description of the key elements of the plan.

The safety of students and staff is a primary concern of Cox Elementary School. Students are supervised before school, during lunch and recess periods, and after school by teachers, administrators, trained aides, and classified staff. All visitors to the campus must sign in at the main office and wear a visitor's pass at all times during their stay on school grounds.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. The Safe School Action Plan is reviewed and updated by the Safety Committee each year by March 1st. Any and all revisions to the plan are immediately communicated to classified and certificated staff.

Key elements of the Safety Plan focus on the following:

- School rules & procedures
- Disaster procedures/routine & emergency drills
- Current status of school crime
- Notification to teachers
- Child abuse reporting procedures
- Schoolwide dress code
- Policies related to suspension/expulsion
- Sexual harassment policy
- Safe ingress & egress of pupils, parents, & school employees

The school's disaster preparedness plan includes steps for ensuring student and staff safety during a disaster. Fire, disaster, and lockdown drills are conducted on a rotating basis throughout the school year.

Suspensions and Expulsions

Rate*	School			District		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
Suspensions	0.5	1.05	1.45	1.63	2.49	2.37
Expulsions	0	0	0	0.03	0	.05

* The rate of suspensions and expulsions is calculated by dividing the total number of incidents by the total enrollment (and multiplying by 100).

IV. School Facilities

School Facility Conditions and Planned Improvements (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- The year and month in which the data were collected
- Description of any needed maintenance to ensure good repair

Year and month in which data were collected: 8/2012

Cox Elementary School was originally constructed in 1970, and is currently comprised of 31 classrooms, a computer lab, a library, a music room, and a spacious playground.

The campus underwent a modernization project between 2003 and 2006, at which time all facilities were thoroughly renovated. The facility strongly supports teaching and learning through its ample classroom and recreational space. The chart displays the results of the most recent facilities inspection.

Cleaning Process:

Cox Elementary School provides a safe and clean environment for students, staff, and volunteers. The District's Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with the school's custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

Maintenance & Repair:

A scheduled maintenance program is administered by Cox Elementary School's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

Deferred Maintenance Budget:

The State School Deferred Maintenance Program provides State matching funds on a dollar-for-dollar basis, to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior painting, and floor systems. For the 2010-11 school year, Fountain Valley School District did not participate in the State School Deferred Maintenance Budget Program.

School Facility Good Repair Status (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The Overall Rating (bottom row)

System Inspected	Repair Status				Repair Needed and Action Taken or Planned
	Exemplary	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	[X]	[]	[]	[]	
Interior: Interior Surfaces	[X]	[]	[]	[]	
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	[X]	[]	[]	[]	
Electrical: Electrical	[X]	[]	[]	[]	
Restrooms/Fountains: Restrooms, Sinks/ Fountains	[X]	[]	[]	[]	
Safety: Fire Safety, Hazardous Materials	[X]	[]	[]	[]	
Structural: Structural Damage, Roofs	[X]	[]	[]	[]	
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	[]	[X]	[]	[]	Future deferred maintenance item.
Overall Rating	[X]	[]	[]	[]	

V. Teachers

Teacher Credentials

Teachers	School			District
	2009-10	2010-11	2011-12	2011-12
With Full Credential	32	31	29	246
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence	0	0	0	---

Teacher Misassignments and Vacant Teacher Positions

Indicator	2010-11	2011-12	2012-13
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments	0	0	0
Vacant Teacher Positions	0	0	0

* "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

Core Academic Classes Taught by Highly Qualified Teachers (School Year 2011-12)

The Federal Elementary and Secondary Education Act (ESEA), also known as No Child Left Behind (NCLB), requires that core academic subjects be taught by Highly Qualified Teachers, defined as having at least a bachelor's degree, an appropriate California teaching credential, and demonstrated core academic subject area competence. For more information, see the CDE *Improving Teacher and Principal Quality* webpage at: <http://www.cde.ca.gov/nclb/sr/tq/>

Location of Classes	Percent of Classes In Core Academic Subjects	
	Taught by Highly Qualified Teachers	Not Taught by Highly Qualified Teachers
This School	100	0
All Schools in District	99.8	0.2
High-Poverty Schools in District	0	0
Low-Poverty Schools in District	100	0

* High-poverty schools are defined as those schools with student eligibility of approximately 40 percent or more in the free and reduced price meals program. Low-poverty schools are those with student eligibility of approximately 25 percent or less in the free and reduced price meals program.

VI. Support Staff

Academic Counselors and Other Support Staff (School Year 2011-12)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor		
Counselor (Social/Behavioral or Career Development)		---
Library Media Teacher (Librarian)		---
Library Media Services Staff (Paraprofessional)	.38	---
Psychologist	.4	---
Social Worker		---
Nurse	.2	---
Speech/Language/Hearing Specialist	.6	---
Resource Specialist	1.5	---
Other		---

* One Full-Time Equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

VII. Curriculum and Instructional Materials

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2012-13)

This section describes whether the textbooks and instructional materials used at the school are from the most recent adoption; whether there are sufficient textbooks and instruction materials for each student; and information about the school's use of any supplemental curriculum or non-adopted textbooks or instructional materials.

Year and month in which data were collected: October, 2012

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The district held a Public Hearing on October 18, 2012, and determined that each school within the district has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

All students, including English Learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. All textbooks and instructional materials used within the district are aligned with the California State Content Standards and Frameworks and have been approved by the Board of Trustees. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Houghton-Mifflin Curriculum Associates Holt Adoption Year 2002	Yes	0.0%
Mathematics	Houghton-Mifflin McGraw-Hill Prentice-Hall McDougal-Littell Holt Adoption Year 2001	Yes	0.0%
Science	Houghton-Mifflin Prentice-Hall Adoption Year 2008	Yes	0.0%
History-Social Science	Scott Foresman Holt Adoption Year 2006	Yes	0.0%

VIII. School Finances

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2010-11)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$5,162	\$2,127	\$3,036	\$68,270
District	---	---	\$3,646	\$71,228
Percent Difference: School Site and District	---	---	-16.7%	-4.2%
State	---	---	\$5,455	\$69,404
Percent Difference: School Site and State	---	---	-44.3%	-1.6%

* **Supplemental/Restricted** expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

** **Basic/Unrestricted expenditures** are from money whose use, except for general guidelines, is not controlled by law or by a donor.

For detailed information on school expenditures for all districts in California, see the CDE Current Expense of Education & Per-pupil Spending webpage at <http://www.cde.ca.gov/ds/fd/ec/>. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>. To look up expenditures and salaries for a specific school district, see the Ed-Data Web site at: <http://www.ed-data.org>.

Types of Services Funded (Fiscal Year 2011-12)

This section provides specific information about the types of programs and services available at the school that support and assist students. For example, this narrative may include information about supplemental educational services related to the school's federal Program Improvement (PI) status.

In addition to general state funding, all schools within Fountain Valley School District received state and federal categorical funding for the following support programs:

- School & Library Improvement Program
- Gifted & Talented Education (GATE)
- Title II, Staff Development
- Title III, Economic Impact Aide
- Title IV, Safe & Drug Free Schools & Communities
- Title V, Innovative Programs
- Peer Assistance & Review (PAR)

Teacher and Administrative Salaries (Fiscal Year 2010-11)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$39,839	\$41,246
Mid-Range Teacher Salary	\$74,395	\$67,400
Highest Teacher Salary	\$90,898	\$85,481
Average Principal Salary (Elementary)	\$118,058	\$107,739
Average Principal Salary (Middle)	\$121,242	\$111,540
Average Principal Salary (High)		\$110,146
Superintendent Salary	\$250,575	\$180,572
Percent of Budget for Teacher Salaries	42%	42%
Percent of Budget for Administrative Salaries	8%	5%

* For detailed information on salaries, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>.

IX. Student Performance

The Standardized Testing and Reporting (STAR) Program consists of several key components, including:

- **California Standards Tests (CSTs)**, which include English-language arts (ELA) and mathematics in grades two through eleven; science in grades five, eight, and nine through eleven; and history-social science in grades eight, and nine through eleven.
- **California Modified Assessment (CMA)**, an alternate assessment that is based on modified achievement standards in ELA for grades three through eleven; mathematics for grades three through seven, Algebra I, and Geometry; and science in grades five and eight, and Life Science in grade ten. The CMA is designed to assess those students whose disabilities preclude them from achieving grade-level proficiency on an assessment of the California content standards with or without accommodations.
- **California Alternate Performance Assessment (CAPA)**, includes ELA and mathematics in grades two through eleven, and science for grades five, eight, and ten. The CAPA is given to those students with significant cognitive disabilities whose disabilities prevent them from taking either the CSTs with accommodations or modifications or the CMA with accommodations.

The assessments under the STAR Program show how well students are doing in relation to the state content standards. On each of these assessments, student scores are reported as performance levels.

For detailed information regarding the STAR Program results for each grade and performance level, including the percent of students not tested, see the CDE STAR Results Web site at <http://star.cde.ca.gov>.

Standardized Testing and Reporting Results for All Students - Three-Year Comparison

Subject	Percent of Students Scoring at Proficient or Advanced								
	School			District			State		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
English-Language Arts	69	71	TBD*	78	77	TBD*	52	54	56
Mathematics	72	79	TBD*	77	78	TBD*	48	50	51
Science	74	80	TBD*	83	82	TBD*	54	57	60
History-Social Science				73	72	TBD*	44	48	49

* Due to data corrections that are in progress, this information will available by March 1, 2013.

** Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Standardized Testing and Reporting Results by Student Group - Most Recent Year

Group	Percent of Students Scoring at Proficient or Advanced			
	English-Language Arts	Mathematics	Science	History-Social Science
All Students in the LEA	TBD*	TBD*	TBD*	TBD*
All Student at the School	TBD*	TBD*	TBD*	
Male	TBD*	TBD*	TBD*	
Female	TBD*	TBD*	TBD*	
Black or African American				
American Indian or Alaska Native				
Asian	Due to data corrections that are in progress, this information will available by March 1, 2013.			
Filipino				
Hispanic or Latino				
Native Hawaiian/Pacific Islander				
White	TBD*	TBD*	TBD*	
Two or More Races	TBD*	TBD*		
Socioeconomically Disadvantaged	TBD*	TBD*	TBD*	
English Learners	TBD*	TBD*	TBD*	
Students with Disabilities	TBD*	TBD*		
Students Receiving Migrant Education Services				

* Due to data corrections that are in progress, this information will available by March 1, 2013.

** Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

California Physical Fitness Test Results (School Year 2011-12)

The California Physical Fitness Test (PFT) is administered to students in grades five, seven, and nine only. This table displays by grade level the percent of students meeting the fitness standards for the most recent testing period. For detailed information regarding this test, and comparisons of a school's test results to the district and state, see the CDE PFT webpage at <http://www.cde.ca.gov/ta/tg/pf/>.

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
5	12.7	25.4	34.7

* Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

X. Accountability

Academic Performance Index

The Academic Performance Index (API) is an annual measure of state academic performance and progress of schools in California. API scores range from 200 to 1,000, with a statewide target of 800. For detailed information about the API, see the CDE API webpage at <http://www.cde.ca.gov/ta/ac/ap/>.

Academic Performance Index Ranks - Three-Year Comparison

This table displays the school's statewide and similar schools' API ranks. The **statewide API rank** ranges from 1 to 10. A statewide rank of 1 means that the school has an API score in the lowest ten percent of all schools in the state, while a statewide rank of 10 means that the school has an API score in the highest ten percent of all schools in the state.

The **similar schools API rank** reflects how a school compares to 100 statistically matched "similar schools." A similar schools rank of 1 means that the school's academic performance is comparable to the lowest performing ten schools of the 100 similar schools, while a similar schools rank of 10 means that the school's academic performance is better than at least 90 of the 100 similar schools.

API Rank	2009	2010	2011
Statewide	9	8	9
Similar Schools	3	2	3

Academic Performance Index Growth by Student Group – Three-Year Comparison

Group	Actual API Change		
	2009-10	2010-11	2011-12
All Students at the School	-2	17	26
Black or African American			
American Indian or Alaska Native			
Asian	-8	15	27
Filipino			
Hispanic or Latino	-5	36	34
Native Hawaiian/Pacific Islander			
White	7	8	21
Two or More Races			
Socioeconomically Disadvantaged	8	28	39
English Learners	-18	7	51
Students with Disabilities			

* Due to data corrections that are in progress, this information will be available by March 1, 2013.

** "N/D" means that no data were available to the CDE or LEA to report. "B" means the school did not have a valid API Base and there is no Growth or target information. "C" means the school had significant demographic changes and there is no Growth or target information.

Academic Performance Index Growth by Student Group - 2012 Growth API Comparison

This table displays, by student group, the number of students included in the API and the 2012 Growth API at the school, district, and state level.

Group	2012 Growth API					
	School		District		State	
	# of Students	Growth API	# of Students	Growth API	# of Students	Growth API
All Students at the School	490	913	4,997	911	4,664,264	788
Black or African American	5		47	856	313,201	710
American Indian or Alaska Native	1		27	805	31,606	742
Asian	202	948	1,705	952	404,670	905
Filipino	8		65	951	124,824	869
Hispanic or Latino	126	866	751	856	2,425,230	740
Native Hawaiian/Pacific Islander	8		33	907	26,563	775
White	126	908	2,274	899	1,221,860	853
Two or More Races	9		67	929	88,428	849
Socioeconomically Disadvantaged	175	878	1,219	863	2,779,680	737
English Learners	140	902	832	882	1,530,297	716
Students with Disabilities	TBD*	TBD*	TBD*	TBD*	530,935	607

* Due to data corrections that are in progress, this information will be available by March 1, 2013.

Adequate Yearly Progress

The federal ESEA requires that all schools and districts meet the following Adequate Yearly Progress (AYP) criteria:

- Participation rate on the state's standards-based assessments in ELA and mathematics
- Percent proficient on the state's standards-based assessments in ELA and mathematics
- API as an additional indicator
- Graduation rate (for secondary schools)

Detailed information about AYP, including participation rates and percent proficient results by student group, can be found at the CDE Adequate Yearly Progress (AYP) webpage at <http://www.cde.ca.gov/ta/ac/ay/>.

Adequate Yearly Progress Overall and by Criteria (School Year 2011-12)

AYP Criteria	School	District
Made AYP Overall	Yes	No
Met Participation Rate: English-Language Arts	Yes	Yes
Met Participation Rate: Mathematics	Yes	Yes
Met Percent Proficient: English-Language Arts	Yes	Yes
Met Percent Proficient: Mathematics	Yes	No
Met API Criteria	Yes	Yes
Met Graduation Rate (if applicable)	N/A	N/A

Federal Intervention Program (School Year 2012-13)

Schools and districts receiving federal Title I funding enter Program Improvement (PI) if they do not make AYP for two consecutive years in the same content area (ELA or mathematics) or on the same indicator (API or graduation rate). After entering PI, schools and districts advance to the next level of intervention with each additional year that they do not make AYP. For detailed information about PI identification, see the CDE PI Status Determinations webpage: <http://www.cde.ca.gov/ta/ac/ay/tidetermine.asp>.

Indicator	School	District
Program Improvement Status	Not in PI	In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement		Year 2
Number of Schools Currently in Program Improvement	---	0
Percent of Schools Currently in Program Improvement	---	0

XI. Instructional Planning and Scheduling

Professional Development

This section provides information on the number of days provided for professional development and continuous professional growth in the most recent three year period. Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance, and data reporting, etc.)?

Staff development is a priority in the Fountain Valley School District. We value the impact highly skilled instructors have on student achievement. At the beginning of the school year we reserve three days and at the end of the year one day specifically for this purpose. In addition, during the school year teachers attend training either before, during, or beyond the school day. Throughout the District there are both school level and districtwide initiatives. Initiatives include:

- Student Engagement (middle school)
- Differentiated Instruction
- Data-responsive Instruction
- Response to Intervention
- Co-teaching methods (middle school)
- Technology Enhancements to Manage Student Data and to Facilitate Productivity
- Positive Behavior Intervention Systems
- Effective Reading Intervention Academy
- Professional Learning Communities
- SMART Boards Initiatives/Trainings
- ST Math Professional Development Trainings
- Grade Level Teacher Classroom Visits

Harry C. Fulton Middle School

School Accountability Report Card

Reported Using Data from the 2011-12 School Year

Published During 2012-13

Every school in California is required by state law to publish a School Accountability Report Card (SARC), by February 1 of each year. The SARC contains information about the condition and performance of each California public school.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC webpage at <http://www.cde.ca.gov/ta/ac/sa/>.
- For additional information about the school, parents and community members should contact the school principal or the district office.

I. Data and Access

EdData Partnership Web Site

EdData is a partnership of the CDE, EdSource, and the Fiscal Crisis Management and Assistance Team (FCMAT) that provides extensive financial, demographic, and performance information about California's public kindergarten through grade twelve school districts and schools.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest webpage at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district, the county, and the state. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., state Academic Performance Index [API], federal Adequate Yearly Progress [AYP]), test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible. Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

II. About This School

Contact Information (School Year 2012-13)

School Contact Information	
School Name	Harry C. Fulton Middle School
Street	8778 El Lago Street
City, State, Zip	Fountain Valley, CA 92708
Phone Number	(714) 375-2816
Principal	Jennifer Perkins
E-mail Address	PerkinsJ@fvsd.us
CDS Code	30-66498-6027916

District Contact Information	
District Name	Fountain Valley School District
Phone Number	(714) 843-3200
Web Site	www.fvsd.k12.ca.us
Superintendent	Dr. Marc Ecker
E-mail Address	EckerM@fvsd.us

School Description and Mission Statement (School Year 2011-12)

This section provides information about the school, its programs and its goals.

The mission of Fulton Middle School is to promote academic excellence and establish a lifelong foundation for success in a safe learning environment. The focus is on the unique needs of middle school learners as they transition from elementary school and move toward the challenges of high school.

In addition to academics, the staff at Fulton Middle School strives to assist students in their social and personal development. Staff members are trained to recognize at-risk behavior in all students. The school values the importance of on-site counseling and has procedures in place to insure that students receive the services they need. Staff members are devoted to helping students deal with problems and assisting them to reach positive goals.

Fountain Valley School District is comprised of eight elementary schools and three middle schools. Fulton Middle School is centrally located in Fountain Valley. In the 2011-12 school year, the school served 858 students in grades six through eight on a traditional calendar schedule. The chart displays school enrollment broken down by ethnicity.

Opportunities for Parental Involvement (School Year 2011-12)

This section provides information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parent involvement.

Parents and the community are very supportive of the educational program at Fulton Middle School. Parents are encouraged to become involved in their child's education by volunteering at the school, participating in school activities, and joining school committees and councils.

Parents who wish to participate in Fulton Middle School's leadership teams, activities, or become a volunteer may contact the office at (714) 375-2816. The District's website (www.fvsd.k12.ca.us) also provides a variety of resources and helpful information for parents, students, and community members.

Student Enrollment by Grade Level (School Year 2011-12)

Grade Level	Number of Students
Grade 6	289
Grade 7	281
Grade 8	288
Total Enrollment	858

Student Enrollment by Group (School Year 2011-12)

Group	Percent of Total Enrollment	Group	Percent of Total Enrollment
Black or African American	0.6	White	48.1
American Indian or Alaska Native	0.2	Two or More Races	0.7
Asian	40.3	Socioeconomically Disadvantaged	15.6
Filipino	0.9	English Learners	10.4
Hispanic or Latino	8.6	Students with Disabilities	9.2
Native Hawaiian/Pacific Islander	0.5		

Average Class Size and Class Size Distribution (Secondary)

Subject	2009-10				2010-11				2011-12			
	Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms		
		1-22	23-32	33+		1-22	23-32	33+		1-22	23-32	33+
English	27	4	22	5	23.7	9	17	2	25.7	7	13	6
Mathematics	23	12	18	5	28.5	2	12	6	26.9	4	15	3
Science	30	0	18	9	31.6	1	7	9	30.1	1	16	2
Social Science	4	4	22	5	27.2	4	12	5	29	2	15	4

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

III. School Climate

School Safety Plan (School Year 2011-12)

This section provides information about the school's comprehensive safety plan, including the dates on which the safety plan was last reviewed, updated, and discussed with faculty; as well as a brief description of the key elements of the plan.

The safety of students and staff is a primary concern of Fulton Middle School. Students are supervised before school, during lunch and recess periods, and after school by teachers, administrators, trained aides, and classified staff. All visitors to the campus must sign in at the main office and wear a visitor's pass at all times during their stay on school grounds.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. The Safety Committee reviews and updates the Safe School Action Plan each year by March 1st. Any and all revisions to the plan are immediately communicated to classified and certificated staff.

Key elements of the Safety Plan focus on the following:

- School rules & procedures
- Disaster procedures/routine & emergency drills
- Current status of school crime
- Notification to teachers
- Child abuse reporting procedures
- Schoolwide dress code
- Policies related to suspension/expulsion
- Sexual harassment policy
- Safe ingress & egress of pupils, parents, & school employees

The school's disaster preparedness plan includes steps for ensuring student and staff safety during a disaster. Fire, disaster, and lockdown drills are conducted on a rotating basis throughout the school year.

Suspensions and Expulsions

Rate*	School			District		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
Suspensions	5.37	4.73	3.26	1.63	2.49	2.37
Expulsions	0	0	0	0.03	0	.05

* The rate of suspensions and expulsions is calculated by dividing the total number of incidents by the total enrollment (and multiplying by 100).

IV. School Facilities

School Facility Conditions and Planned Improvements (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- The year and month in which the data were collected
- Description of any needed maintenance to ensure good repair

Year and month in which data were collected: 8/2012

Fulton Middle School was originally constructed in 1968, expanded in 1984, and has since been thoroughly modernized. The campus is currently comprised of 28 classrooms (including portables), a computer lab, a library, a media center, a woodshop, and a spacious playground.

The most recent improvements to the school include technology upgrades to all classrooms. Each classroom is equipped with a surround-sound microphone system and most classrooms are equipped with LCD projectors, document cameras, and Starboards. The facility strongly supports teaching and learning through its ample classroom and recreational space. The chart displays the results of the most recent facilities inspection.

Cleaning Process:

Fulton Middle School provides a safe and clean environment for students, staff, and volunteers. The District's Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with the school's custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

Maintenance & Repair:

A scheduled maintenance program is administered by Fulton's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

Deferred Maintenance Budget:

The State School Deferred Maintenance Program provides State matching funds on a dollar-for-dollar basis, to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior painting, and floor systems. For the 2010-11 school year, Fountain Valley School District did not participate in the State School Deferred Maintenance Budget Program.

School Facility Good Repair Status (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The Overall Rating (bottom row)

System Inspected	Repair Status				Repair Needed and Action Taken or Planned
	Exemplary	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	[X]	[]	[]	[]	
Interior: Interior Surfaces	[]	[X]	[]	[]	Future deferred maintenance item
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	[X]	[]	[]	[]	

System Inspected	Repair Status				Repair Needed and Action Taken or Planned
	Exemplary	Good	Fair	Poor	
Electrical: Electrical	[X]	[]	[]	[]	
Restrooms/Fountains: Restrooms, Sinks/ Fountains	[X]	[]	[]	[]	
Safety: Fire Safety, Hazardous Materials	[X]	[]	[]	[]	
Structural: Structural Damage, Roofs	[X]	[]	[]	[]	
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	[]	[X]	[]	[]	Future deferred maintenance item
Overall Rating	[X]	[]	[]	[]	

V. Teachers

Teacher Credentials

Teachers	School			District
	2009-10	2010-11	2011-12	2011-12
With Full Credential	30	30	32	246
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence	0	0	0	---

Teacher Misassignments and Vacant Teacher Positions

Indicator	2010-11	2011-12	2012-13
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments	0	0	0
Vacant Teacher Positions	0	0	0

* "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

Core Academic Classes Taught by Highly Qualified Teachers (School Year 2011-12)

The Federal Elementary and Secondary Education Act (ESEA), also known as No Child Left Behind (NCLB), requires that core academic subjects be taught by Highly Qualified Teachers, defined as having at least a bachelor's degree, an appropriate California teaching credential, and demonstrated core academic subject area competence. For more information, see the CDE *Improving Teacher and Principal Quality* webpage at: <http://www.cde.ca.gov/nclb/sr/tq/>

Location of Classes	Percent of Classes In Core Academic Subjects	
	Taught by Highly Qualified Teachers	Not Taught by Highly Qualified Teachers
This School	100	0
All Schools in District	99.8	0.2
High-Poverty Schools in District	0	0
Low-Poverty Schools in District	100	0

* High-poverty schools are defined as those schools with student eligibility of approximately 40 percent or more in the free and reduced price meals program. Low-poverty schools are those with student eligibility of approximately 25 percent or less in the free and reduced price meals program.

VI. Support Staff

Academic Counselors and Other Support Staff (School Year 2011-12)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor		
Counselor (Social/Behavioral or Career Development)	.6	---
Library Media Teacher (Librarian)		---
Library Media Services Staff (Paraprofessional)	.25	---
Psychologist	.6	---
Social Worker		---
Nurse	.2	---
Speech/Language/Hearing Specialist	1.2	---
Resource Specialist	2.0	---
Other		---

* One Full-Time Equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

VII. Curriculum and Instructional Materials

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2012-13)

This section describes whether the textbooks and instructional materials used at the school are from the most recent adoption; whether there are sufficient textbooks and instruction materials for each student; and information about the school's use of any supplemental curriculum or non-adopted textbooks or instructional materials.

Year and month in which data were collected: October, 2012

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The district held a Public Hearing on October 18, 2012, and determined that each school within the district has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

All students, including English Learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. All textbooks and instructional materials used within the district are aligned with the California State Content Standards and Frameworks and have been approved by the Board of Trustees. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available.

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Holt Adoption Year 2002	Yes	0.0%
Mathematics	Prentice-Hall McDougal-Littell Adoption Year 2001	Yes	0.0%
Science	Prentice-Hall Adoption Year 2008	Yes	0.0%
History-Social Science	Holt Adoption Year 2006	Yes	0.0%

VIII. School Finances

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2010-11)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/Restricted	Basic/Unrestricted	
School Site	\$4,707	\$1,325	\$3,382	\$71,785
District	---	---	\$3,646	\$71,228
Percent Difference: School Site and District	---	---	-7.2%	0.8%
State	---	---	\$5,455	\$69,404
Percent Difference: School Site and State	---	---	-38.0%	3.4%

* **Supplemental/Restricted** expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

** **Basic/Unrestricted expenditures** are from money whose use, except for general guidelines, is not controlled by law or by a donor.

For detailed information on school expenditures for all districts in California, see the CDE Current Expense of Education & Per-pupil Spending webpage at <http://www.cde.ca.gov/ds/fd/ec/>. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>. To look up expenditures and salaries for a specific school district, see the Ed-Data Web site at: <http://www.ed-data.org>.

Types of Services Funded (Fiscal Year 2011-12)

This section provides specific information about the types of programs and services available at the school that support and assist students. For example, this narrative may include information about supplemental educational services related to the school's federal Program Improvement (PI) status.

In addition to general state funding, all schools within Fountain Valley School District received state and federal categorical funding for the following support programs:

- School & Library Improvement Program
- Gifted & Talented Education (GATE)
- Title II, Staff Development
- Title III, Economic Impact Aid
- Title IV, Safe & Drug Free Schools & Communities
- Title V, Innovative Programs
- Peer Assistance & Review (PAR)

Teacher and Administrative Salaries (Fiscal Year 2010-11)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$39,839	\$41,246
Mid-Range Teacher Salary	\$74,395	\$67,400
Highest Teacher Salary	\$90,898	\$85,481
Average Principal Salary (Elementary)	\$118,058	\$107,739
Average Principal Salary (Middle)	\$121,242	\$111,540
Average Principal Salary (High)		\$110,146
Superintendent Salary	\$250,575	\$180,572
Percent of Budget for Teacher Salaries	42%	42%
Percent of Budget for Administrative Salaries	8%	5%

* For detailed information on salaries, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>.

IX. Student Performance

The Standardized Testing and Reporting (STAR) Program consists of several key components, including:

- **California Standards Tests (CSTs)**, which include English-language arts (ELA) and mathematics in grades two through eleven; science in grades five, eight, and nine through eleven; and history-social science in grades eight, and nine through eleven.
- **California Modified Assessment (CMA)**, an alternate assessment that is based on modified achievement standards in ELA for grades three through eleven; mathematics for grades three through seven, Algebra I, and Geometry; and science in grades five and eight, and Life Science in grade ten. The CMA is designed to assess those students whose disabilities preclude them from achieving grade-level proficiency on an assessment of the California content standards with or without accommodations.
- **California Alternate Performance Assessment (CAPA)**, includes ELA and mathematics in grades two through eleven, and science for grades five, eight, and ten. The CAPA is given to those students with significant cognitive disabilities whose disabilities prevent them from taking either the CSTs with accommodations or modifications or the CMA with accommodations.

The assessments under the STAR Program show how well students are doing in relation to the state content standards. On each of these assessments, student scores are reported as performance levels.

For detailed information regarding the STAR Program results for each grade and performance level, including the percent of students not tested, see the CDE STAR Results Web site at <http://star.cde.ca.gov>.

Standardized Testing and Reporting Results for All Students - Three-Year Comparison

Subject	Percent of Students Scoring at Proficient or Advanced								
	School			District			State		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
English-Language Arts	84	84	TBD*	78	77	TBD*	52	54	56
Mathematics	80	79	TBD*	77	78	TBD*	48	50	51
Science	88	85	TBD*	83	82	TBD*	54	57	60
History-Social Science	80	79	TBD*	73	72	TBD*	44	48	49

* Due to data corrections that are in progress, this information will be available by March 1, 2013.

** Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Standardized Testing and Reporting Results by Student Group - Most Recent Year

Group	Percent of Students Scoring at Proficient or Advanced			
	English-Language Arts	Mathematics	Science	History-Social Science
All Students in the LEA	TBD*	TBD*	TBD*	TBD*
All Student at the School	TBD*	TBD*	TBD*	TBD*
Male	TBD*	TBD*	TBD*	TBD*
Female	TBD*	TBD*	TBD*	TBD*
Black or African American				
American Indian or Alaska Native				
Asian	Due to data corrections that are in progress, this information will available by March 1, 2013.			
Filipino				
Hispanic or Latino				
Native Hawaiian/Pacific Islander				
White	TBD*	TBD*	TBD*	TBD*
Two or More Races				
Socioeconomically Disadvantaged	TBD*	TBD*	TBD*	TBD*
English Learners	TBD*	TBD*		
Students with Disabilities	TBD*	TBD*		TBD*
Students Receiving Migrant Education Services				

* Due to data corrections that are in progress, this information will available by March 1, 2013.

** Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

California Physical Fitness Test Results (School Year 2011-12)

The California Physical Fitness Test (PFT) is administered to students in grades five, seven, and nine only. This table displays by grade level the percent of students meeting the fitness standards for the most recent testing period. For detailed information regarding this test, and comparisons of a school's test results to the district and state, see the CDE PFT webpage at <http://www.cde.ca.gov/ta/tg/pf/>.

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
7	17.1	24	53.1

* Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

X. Accountability

Academic Performance Index

The Academic Performance Index (API) is an annual measure of state academic performance and progress of schools in California. API scores range from 200 to 1,000, with a statewide target of 800. For detailed information about the API, see the CDE API webpage at <http://www.cde.ca.gov/ta/ac/ap/>.

Academic Performance Index Ranks - Three-Year Comparison

This table displays the school's statewide and similar schools' API ranks. The **statewide API rank** ranges from 1 to 10. A statewide rank of 1 means that the school has an API score in the lowest ten percent of all schools in the state, while a statewide rank of 10 means that the school has an API score in the highest ten percent of all schools in the state.

The **similar schools API rank** reflects how a school compares to 100 statistically matched “similar schools.” A similar schools rank of 1 means that the school’s academic performance is comparable to the lowest performing ten schools of the 100 similar schools, while a similar schools rank of 10 means that the school’s academic performance is better than at least 90 of the 100 similar schools.

API Rank	2009	2010	2011
Statewide	10	10	10
Similar Schools	6	5	6

Academic Performance Index Growth by Student Group – Three-Year Comparison

Group	Actual API Change		
	2009-10	2010-11	2011-12
All Students at the School	9	4	11
Black or African American			
American Indian or Alaska Native			
Asian	3	-3	5
Filipino			
Hispanic or Latino			
Native Hawaiian/Pacific Islander			
White	11	6	2
Two or More Races			
Socioeconomically Disadvantaged			48
English Learners			
Students with Disabilities			

* Due to data corrections that are in progress, this information will available by March 1, 2013.

** "N/D" means that no data were available to the CDE or LEA to report. "B" means the school did not have a valid API Base and there is no Growth or target information. "C" means the school had significant demographic changes and there is no Growth or target information.

Academic Performance Index Growth by Student Group - 2012 Growth API Comparison

This table displays, by student group, the number of students included in the API and the 2012 Growth API at the school, district, and state level.

Group	2012 Growth API					
	School		District		State	
	# of Students	Growth API	# of Students	Growth API	# of Students	Growth API
All Students at the School	845	927	4,997	911	4,664,264	788
Black or African American	5		47	856	313,201	710
American Indian or Alaska Native	2		27	805	31,606	742
Asian	345	967	1,705	952	404,670	905
Filipino	8		65	951	124,824	869
Hispanic or Latino	71	897	751	856	2,425,230	740
Native Hawaiian/Pacific Islander	4		33	907	26,563	775
White	403	901	2,274	899	1,221,860	853
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Socioeconomically Disadvantaged	135	894	1,219	863	2,779,680	737
English Learners	88	887	832	882	1,530,297	716
Students with Disabilities	TBD*	TBD*	TBD*	TBD*	530,935	607

* Due to data corrections that are in progress, this information will available by March 1, 2013.

Adequate Yearly Progress

The federal ESEA requires that all schools and districts meet the following Adequate Yearly Progress (AYP) criteria:

- Participation rate on the state's standards-based assessments in ELA and mathematics
- Percent proficient on the state's standards-based assessments in ELA and mathematics
- API as an additional indicator
- Graduation rate (for secondary schools)

Detailed information about AYP, including participation rates and percent proficient results by student group, can be found at the CDE Adequate Yearly Progress (AYP) webpage at <http://www.cde.ca.gov/ta/ac/ay/>.

Adequate Yearly Progress Overall and by Criteria (School Year 2011-12)

AYP Criteria	School	District
Made AYP Overall	No	No
Met Participation Rate: English-Language Arts	Yes	Yes
Met Participation Rate: Mathematics	Yes	Yes
Met Percent Proficient: English-Language Arts	Yes	Yes
Met Percent Proficient: Mathematics	No	No
Met API Criteria	Yes	Yes
Met Graduation Rate (if applicable)	N/A	N/A

Federal Intervention Program (School Year 2012-13)

Schools and districts receiving federal Title I funding enter Program Improvement (PI) if they do not make AYP for two consecutive years in the same content area (ELA or mathematics) or on the same indicator (API or graduation rate). After entering PI, schools and districts advance to the next level of intervention with each additional year that they do not make AYP. For detailed information about PI identification, see the CDE PI Status Determinations webpage: <http://www.cde.ca.gov/ta/ac/ay/tidetermine.asp>.

Indicator	School	District
Program Improvement Status		In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement		Year 2
Number of Schools Currently in Program Improvement	---	0
Percent of Schools Currently in Program Improvement	---	0

XI. Instructional Planning and Scheduling

Professional Development

This section provides information on the number of days provided for professional development and continuous professional growth in the most recent three year period. Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance, and data reporting, etc.)?

Staff development is a priority in the Fountain Valley School District. We value the impact highly skilled instructors have on student achievement. Throughout the District there are both school level and districtwide initiatives. Initiatives include:

- Student Engagement (middle school)
- Differentiated Instruction
- Data-responsive Instruction
- Response to Intervention
- Learning Walks
- Co-teaching methods (middle school)
- Strategic/Intensive Intervention Curriculum/Strategies – Corrective Reading, Number Worlds, Academic Vocabulary, and English 3D (middle schools)
- Technology Enhancements to Manage Student Data and to Facilitate Productivity
- Positive Behavior Intervention Systems
- Effective Reading Intervention Academy
- Professional Learning Communities

Robert Gisler Elementary School

School Accountability Report Card

Reported Using Data from the 2011-12 School Year

Published During 2012-13

Every school in California is required by state law to publish a School Accountability Report Card (SARC), by February 1 of each year. The SARC contains information about the condition and performance of each California public school.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC webpage at <http://www.cde.ca.gov/ta/ac/sa/>.
- For additional information about the school, parents and community members should contact the school principal or the district office.

I. Data and Access

EdData Partnership Web Site

EdData is a partnership of the CDE, EdSource, and the Fiscal Crisis Management and Assistance Team (FCMAT) that provides extensive financial, demographic, and performance information about California's public kindergarten through grade twelve school districts and schools.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest webpage at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district, the county, and the state. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., state Academic Performance Index [API], federal Adequate Yearly Progress [AYP]), test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible. Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

II. About This School

Contact Information (School Year 2012-13)

School Contact Information	
School Name	Robert Gisler Elementary School
Street	18720 Las Flores Street
City, State, Zip	Fountain Valley, CA 92708
Phone Number	(714) 378-4210
Principal	Erin Bains
E-mail Address	BainsE@fvgsd.us
CDS Code	30-66498-6027973

District Contact Information	
District Name	Fountain Valley School District
Phone Number	(714) 843-3200
Web Site	www.fvsd.k12.ca.us
Superintendent	Dr. Marc Ecker
E-mail Address	EckerM@fvsd.us

School Description and Mission Statement (School Year 2011-12)

This section provides information about the school, its programs and its goals.

Gisler School is committed to providing a safe, secure, and challenging environment for students. It is our expectation that students will succeed in the acquisition of basic skills and become life-long learners and quality citizens. The Gisler staff, along with our parent community, is dedicated to assisting students in achieving this mission.

Fountain Valley School District is comprised of seven elementary schools and three middle schools. Gisler Elementary School is centrally located in Fountain Valley. In the 2011-12 school year, the school served 510 students in grades kindergarten through five on a traditional calendar schedule. The chart displays school enrollment broken down by ethnicity.

Opportunities for Parental Involvement (School Year 2011-12)

This section provides information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parent involvement.

Parents and the community are very supportive of the educational program at Gisler Elementary School. Parents are encouraged to become involved in their child's education by volunteering at the school, participating in school activities, and joining school committees and councils.

In addition to numerous community and business partnerships, the school benefits from an extremely active Parent-Teacher Organization (PTO). The PTO sponsors numerous fundraisers, award programs, activities, and field trips throughout the school year.

Contact Information

Parents who wish to participate in Gisler Elementary's leadership teams, activities, or become a volunteer may contact the office at (714) 378-4211. The District's website (www.fvsd.k12.ca.us) also provides a variety of resources and helpful information for parents, students, and community members.

Student Enrollment by Grade Level (School Year 2011-12)

Grade Level	Number of Students
Kindergarten	62
Grade 1	98
Grade 2	81
Grade 3	89
Grade 4	83
Grade 5	97
Total Enrollment	510

Student Enrollment by Group (School Year 2011-12)

Group	Percent of Total Enrollment	Group	Percent of Total Enrollment
Black or African American	0.6	White	58.6
American Indian or Alaska Native	0.4	Two or More Races	4.7
Asian	18.4	Socioeconomically Disadvantaged	19.4
Filipino	1	English Learners	11.6
Hispanic or Latino	15.7	Students with Disabilities	9.4
Native Hawaiian/Pacific Islander	0.6		

Average Class Size and Class Size Distribution (Elementary)

Grade Level	2009-10				2010-11				2011-12			
	Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms		
		1-20	21-32	33+		1-20	21-32	33+		1-20	21-32	33+
K	27	0	3	0	29.3	0	4	0	29.5	0	2	0
1	29	0	3	0	22.7	1	2	0	28	0	3	0
2	27	0	3	0	28.7	0	3	0	24.5	1	3	0
3	30	0	3	0	29.5	0	2	0	28.3	0	3	0
4	30	0	3	0	25.5	1	3	0	26.5	0	4	0
5	30	0	3	0	25.8	1	3	0	31	0	3	0
Other												

* Number of classes indicates how many classes fall into each size category (a range of total students per class).

III. School Climate

School Safety Plan (School Year 2011-12)

This section provides information about the school's comprehensive safety plan, including the dates on which the safety plan was last reviewed, updated, and discussed with faculty; as well as a brief description of the key elements of the plan.

The safety of students and staff is a primary concern of Gisler Elementary School. Students are supervised before school, during lunch and recess periods, and after school by teachers, administrators, trained aides, and classified staff. All visitors to the campus must sign in at the main office and wear a visitor's pass at all times during their stay on school grounds.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. The Safety Committee reviews and updates the Safe School Action Plan each year by March 1st. Any and all revisions to the plan are immediately communicated to classified and certificated staff.

Key elements of the Safety Plan focus on the following:

- School rules & procedures
- Disaster procedures/routine & emergency drills
- Current status of school crime
- Notification to teachers
- Child abuse reporting procedures
- Schoolwide dress code
- Policies related to suspension/expulsion
- Sexual harassment policy
- Safe ingress & egress of pupils, parents, & school employees

The school's disaster preparedness plan includes steps for ensuring student and staff safety during a disaster. Fire, disaster, and lockdown drills are conducted on a rotating basis throughout the school year.

Suspensions and Expulsions

Rate*	School			District		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
Suspensions	0.61	1.12	3.91	1.63	2.49	2.37
Expulsions	0	0	0	0.03	0	.05

* The rate of suspensions and expulsions is calculated by dividing the total number of incidents by the total enrollment (and multiplying by 100).

IV. School Facilities

School Facility Conditions and Planned Improvements (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- The year and month in which the data were collected
- Description of any needed maintenance to ensure good repair

Year and month in which data were collected: 8/2012

Gisler Elementary School was originally constructed in 1969, and has been thoroughly modernized over the last several years. The campus is currently comprised of 23 classrooms, three multipurpose rooms, a computer lab, a library, and spacious playgrounds. In recent years, the school has received a new blacktop and roofing, as well as an inter-office phone system, upgraded intercom and security systems, classroom amplification systems, and perimeter lighting. The facility strongly supports teaching and learning through its ample classroom and recreational space. The chart displays the results of the most recent facilities inspection.

Cleaning Process:

Gisler Elementary School provides a safe and clean environment for students, staff, and volunteers. The District's Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with the school's custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

Maintenance & Repair:

A scheduled maintenance program is administered by Gisler Elementary's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

Deferred Maintenance Budget:

The State School Deferred Maintenance Program provides State matching funds on a dollar-for-dollar basis, to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior painting, and floor systems. For the 2010-11 school year, Fountain Valley School District did not participate in the State School Deferred Maintenance Budget Program.

School Facility Good Repair Status (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The Overall Rating (bottom row)

System Inspected	Repair Status				Repair Needed and Action Taken or Planned
	Exemplary	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	[X]	[]	[]	[]	
Interior: Interior Surfaces	[X]	[]	[]	[]	
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	[X]	[]	[]	[]	
Electrical: Electrical	[X]	[]	[]	[]	
Restrooms/Fountains: Restrooms, Sinks/ Fountains	[X]	[]	[]	[]	
Safety: Fire Safety, Hazardous Materials	[X]	[]	[]	[]	
Structural: Structural Damage, Roofs	[X]	[]	[]	[]	
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	[]	[X]	[]	[]	Future deferred maintenance item.
Overall Rating	[X]	[]	[]	[]	

V. Teachers

Teacher Credentials

Teachers	School			District
	2009-10	2010-11	2011-12	2011-12
With Full Credential	22	24	21	246
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence	0	0	0	---

Teacher Misassignments and Vacant Teacher Positions

Indicator	2010-11	2011-12	2012-13
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments	0	0	0
Vacant Teacher Positions	0	0	0

* "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

Core Academic Classes Taught by Highly Qualified Teachers (School Year 2011-12)

The Federal Elementary and Secondary Education Act (ESEA), also known as No Child Left Behind (NCLB), requires that core academic subjects be taught by Highly Qualified Teachers, defined as having at least a bachelor's degree, an appropriate California teaching credential, and demonstrated core academic subject area competence. For more information, see the CDE *Improving Teacher and Principal Quality* webpage at: <http://www.cde.ca.gov/nclb/sr/tq/>

Location of Classes	Percent of Classes In Core Academic Subjects	
	Taught by Highly Qualified Teachers	Not Taught by Highly Qualified Teachers
This School	100	0
All Schools in District	99.8	0.2
High-Poverty Schools in District	0	0
Low-Poverty Schools in District	100	0

* High-poverty schools are defined as those schools with student eligibility of approximately 40 percent or more in the free and reduced price meals program. Low-poverty schools are those with student eligibility of approximately 25 percent or less in the free and reduced price meals program.

VI. Support Staff

Academic Counselors and Other Support Staff (School Year 2011-12)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor		
Counselor (Social/Behavioral or Career Development)		---
Library Media Teacher (Librarian)		---
Library Media Services Staff (Paraprofessional)	.25	---
Psychologist	.6	---
Social Worker		---
Nurse	.2	---
Speech/Language/Hearing Specialist	1.0	---
Resource Specialist	1.0	---
Other		---

* One Full-Time Equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

VII. Curriculum and Instructional Materials

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2012-13)

This section describes whether the textbooks and instructional materials used at the school are from the most recent adoption; whether there are sufficient textbooks and instruction materials for each student; and information about the school's use of any supplemental curriculum or non-adopted textbooks or instructional materials.

Year and month in which data were collected: October, 2012

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The district held a Public Hearing on October 18, 2012, and determined that each school within the district has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

All students, including English Learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. All textbooks and instructional materials used within the district are aligned with the California State Content Standards and Frameworks and have been approved by the Board of Trustees. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available.

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Houghton-Mifflin Curriculum Associates Holt Adoption Year 2002	Yes	0.0%
Mathematics	Houghton-Mifflin McGraw-Hill Prentice-Hall McDougal-Littel Adoption Year 2001	Yes	0.0%
Science	Houghton-Mifflin Prentice-Hall Adoption Year 2008	Yes	0.0%
History-Social Science	Scott Foresman Adoption Year 2006	Yes	0.0%

VIII. School Finances

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2010-11)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$5,514	\$1,982	\$3,532	\$66,063
District	---	---	\$3,646	\$71,228
Percent Difference: School Site and District	---	---	-3.1%	-7.3%
State	---	---	\$5,455	\$69,404
Percent Difference: School Site and State	---	---	-35.3%	-4.8%

* **Supplemental/Restricted** expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

** **Basic/Unrestricted expenditures** are from money whose use, except for general guidelines, is not controlled by law or by a donor.

For detailed information on school expenditures for all districts in California, see the CDE Current Expense of Education & Per-pupil Spending webpage at <http://www.cde.ca.gov/ds/fd/ec/>. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>. To look up expenditures and salaries for a specific school district, see the Ed-Data Web site at: <http://www.ed-data.org>.

Types of Services Funded (Fiscal Year 2011-12)

This section provides specific information about the types of programs and services available at the school that support and assist students. For example, this narrative may include information about supplemental educational services related to the school's federal Program Improvement (PI) status.

In addition to general state funding, all schools within Fountain Valley School District received state and federal categorical funding for the following support programs:

- School & Library Improvement Program
- Gifted & Talented Education (GATE)
- Title II, Staff Development
- Title III, Economic Impact Aide
- Title IV, Safe & Drug Free Schools & Communities
- Title V, Innovative Programs
- Peer Assistance & Review (PAR)

Teacher and Administrative Salaries (Fiscal Year 2010-11)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$39,839	\$41,246
Mid-Range Teacher Salary	\$74,395	\$67,400
Highest Teacher Salary	\$90,898	\$85,481
Average Principal Salary (Elementary)	\$118,058	\$107,739
Average Principal Salary (Middle)	\$121,242	\$111,540
Average Principal Salary (High)		\$110,146
Superintendent Salary	\$250,575	\$180,572
Percent of Budget for Teacher Salaries	42%	42%
Percent of Budget for Administrative Salaries	8%	5%

* For detailed information on salaries, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>.

IX. Student Performance

The Standardized Testing and Reporting (STAR) Program consists of several key components, including:

- **California Standards Tests (CSTs)**, which include English-language arts (ELA) and mathematics in grades two through eleven; science in grades five, eight, and nine through eleven; and history-social science in grades eight, and nine through eleven.
- **California Modified Assessment (CMA)**, an alternate assessment that is based on modified achievement standards in ELA for grades three through eleven; mathematics for grades three through seven, Algebra I, and Geometry; and science in grades five and eight, and Life Science in grade ten. The CMA is designed to assess those students whose disabilities preclude them from achieving grade-level proficiency on an assessment of the California content standards with or without accommodations.
- **California Alternate Performance Assessment (CAPA)**, includes ELA and mathematics in grades two through eleven, and science for grades five, eight, and ten. The CAPA is given to those students with significant cognitive disabilities whose disabilities prevent them from taking either the CSTs with accommodations or modifications or the CMA with accommodations.

The assessments under the STAR Program show how well students are doing in relation to the state content standards. On each of these assessments, student scores are reported as performance levels.

For detailed information regarding the STAR Program results for each grade and performance level, including the percent of students not tested, see the CDE STAR Results Web site at <http://star.cde.ca.gov>.

Standardized Testing and Reporting Results for All Students - Three-Year Comparison

Subject	Percent of Students Scoring at Proficient or Advanced								
	School			District			State		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
English-Language Arts	80	78	TBD*	78	77	TBD*	52	54	56
Mathematics	80	80	TBD*	77	78	TBD*	48	50	51
Science	81	86	TBD*	83	82	TBD*	54	57	60
History-Social Science				73	72	TBD*	44	48	49

* Due to data corrections that are in progress, this information will available by March 1, 2013.

** Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Standardized Testing and Reporting Results by Student Group - Most Recent Year

Group	Percent of Students Scoring at Proficient or Advanced			
	English-Language Arts	Mathematics	Science	History-Social Science
All Students in the LEA	TBD*	TBD*	TBD*	TBD*
All Student at the School	TBD*	TBD*	TBD*	
Male	TBD*	TBD*	TBD*	
Female	TBD*	TBD*	TBD*	
Black or African American				
American Indian or Alaska Native				
Asian	Due to data corrections that are in progress, this information will available by March 1, 2013.			
Filipino				
Hispanic or Latino				
Native Hawaiian/Pacific Islander				
White	TBD*	TBD*	TBD*	
Two or More Races	TBD*	TBD*		
Socioeconomically Disadvantaged	TBD*	TBD*	TBD*	
English Learners	TBD*	TBD*		
Students with Disabilities	TBD*	TBD*		
Students Receiving Migrant Education Services				

* Due to data corrections that are in progress, this information will available by March 1, 2013.

** Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

California Physical Fitness Test Results (School Year 2011-12)

The California Physical Fitness Test (PFT) is administered to students in grades five, seven, and nine only. This table displays by grade level the percent of students meeting the fitness standards for the most recent testing period. For detailed information regarding this test, and comparisons of a school's test results to the district and state, see the CDE PFT webpage at <http://www.cde.ca.gov/ta/tg/pf/>.

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
5	12.4	37.1	39.2

* Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

X. Accountability

Academic Performance Index

The Academic Performance Index (API) is an annual measure of state academic performance and progress of schools in California. API scores range from 200 to 1,000, with a statewide target of 800. For detailed information about the API, see the CDE API webpage at <http://www.cde.ca.gov/ta/ac/ap/>.

Academic Performance Index Ranks - Three-Year Comparison

This table displays the school's statewide and similar schools' API ranks. The **statewide API rank** ranges from 1 to 10. A statewide rank of 1 means that the school has an API score in the lowest ten percent of all schools in the state, while a statewide rank of 10 means that the school has an API score in the highest ten percent of all schools in the state.

The **similar schools API rank** reflects how a school compares to 100 statistically matched "similar schools." A similar schools rank of 1 means that the school's academic performance is comparable to the lowest performing ten schools of the 100 similar schools, while a similar schools rank of 10 means that the school's academic performance is better than at least 90 of the 100 similar schools.

API Rank	2009	2010	2011
Statewide	9	9	9
Similar Schools	6	5	4

Academic Performance Index Growth by Student Group – Three-Year Comparison

Group	Actual API Change		
	2009-10	2010-11	2011-12
All Students at the School	-8	0	3
Black or African American			
American Indian or Alaska Native			
Asian	-21	-3	6
Filipino			
Hispanic or Latino			
Native Hawaiian/Pacific Islander			
White	-5	9	7
Two or More Races			
Socioeconomically Disadvantaged			-13
English Learners			
Students with Disabilities			

* Due to data corrections that are in progress, this information will be available by March 1, 2013.

** "N/D" means that no data were available to the CDE or LEA to report. "B" means the school did not have a valid API Base and there is no Growth or target information. "C" means the school had significant demographic changes and there is no Growth or target information.

Academic Performance Index Growth by Student Group - 2012 Growth API Comparison

This table displays, by student group, the number of students included in the API and the 2012 Growth API at the school, district, and state level.

Group	2012 Growth API					
	School		District		State	
	# of Students	Growth API	# of Students	Growth API	# of Students	Growth API
All Students at the School	345	893	4,997	911	4,664,264	788
Black or African American	2		47	856	313,201	710
American Indian or Alaska Native	2		27	805	31,606	742
Asian	69	920	1,705	952	404,670	905
Filipino	4		65	951	124,824	869
Hispanic or Latino	54	825	751	856	2,425,230	740
Native Hawaiian/Pacific Islander	3		33	907	26,563	775
White	200	904	2,274	899	1,221,860	853
Two or More Races	11	877	67	929	88,428	849
Socioeconomically Disadvantaged	76	812	1,219	863	2,779,680	737
English Learners	43	847	832	882	1,530,297	716
Students with Disabilities	TBD*	TBD*	TBD*	TBD*	530,935	607

* Due to data corrections that are in progress, this information will be available by March 1, 2013.

Adequate Yearly Progress

The federal ESEA requires that all schools and districts meet the following Adequate Yearly Progress (AYP) criteria:

- Participation rate on the state's standards-based assessments in ELA and mathematics
- Percent proficient on the state's standards-based assessments in ELA and mathematics
- API as an additional indicator
- Graduation rate (for secondary schools)

Detailed information about AYP, including participation rates and percent proficient results by student group, can be found at the CDE Adequate Yearly Progress (AYP) webpage at <http://www.cde.ca.gov/ta/ac/ay/>.

Adequate Yearly Progress Overall and by Criteria (School Year 2011-12)

AYP Criteria	School	District
Made AYP Overall	No	No
Met Participation Rate: English-Language Arts	Yes	Yes
Met Participation Rate: Mathematics	Yes	Yes
Met Percent Proficient: English-Language Arts	No	Yes
Met Percent Proficient: Mathematics	No	No
Met API Criteria	Yes	Yes
Met Graduation Rate (if applicable)	N/A	N/A

Federal Intervention Program (School Year 2012-13)

Schools and districts receiving federal Title I funding enter Program Improvement (PI) if they do not make AYP for two consecutive years in the same content area (ELA or mathematics) or on the same indicator (API or graduation rate). After entering PI, schools and districts advance to the next level of intervention with each additional year that they do not make AYP. For detailed information about PI identification, see the CDE PI Status Determinations webpage: <http://www.cde.ca.gov/ta/ac/ay/tidetermine.asp>.

Indicator	School	District
Program Improvement Status		In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement		Year 2
Number of Schools Currently in Program Improvement	---	0
Percent of Schools Currently in Program Improvement	---	0

XI. Instructional Planning and Scheduling

Professional Development

This section provides information on the number of days provided for professional development and continuous professional growth in the most recent three year period. Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance, and data reporting, etc.)?

Staff development is a priority in the Fountain Valley School District. We value the impact highly skilled instructors have on student achievement. At the beginning of the school year we reserve three days and at the end of the year one day specifically for this purpose. In addition, during the school year teachers attend training either before, during, or beyond the school day. Throughout the District there are both school level and districtwide initiatives. Initiatives include:

- Differentiated Instruction
- Data-responsive Instruction
- Response to Intervention
- Learning Walks
- Technology Enhancements to Manage Student Data and to Facilitate Productivity
- Positive Behavior Intervention Systems
- Professional Learning Communities
- Thinking Maps
- EISS
- Leveled Readers

Kazuo Masuda Middle School

School Accountability Report Card

Reported Using Data from the 2011-12 School Year

Published During 2012-13

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- For additional information about the school, parents and community members should contact the school principal or the district office.

I. Data and Access

EdData Partnership Web Site

EdData is a partnership of the CDE, EdSource, and the Fiscal Crisis Management and Assistance Team (FCMAT) that provides extensive financial, demographic, and performance information about California's public kindergarten through grade twelve school districts and schools.

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Internet Access

Internet access is available at public libraries and other locations that are publicly accessible. Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

II. About This School

Contact Information (School Year 2012-13)

School Contact Information	
School Name	Kazuo Masuda Middle School
Street	17415 Los Jardines, West
City, State, Zip	Fountain Valley, CA 92708
Phone Number	(714) 378-4250
Principal	Christopher Mullin
E-mail Address	MullinC@fvsd.us
CDS Code	30-66498-6094627

District Contact Information	
District Name	Fountain Valley School District
Phone Number	(714) 843-3200
Web Site	www.fvsd.k12.ca.us
Superintendent	Dr. Marc Ecker
E-mail Address	EckerM@fvsd.us

School Description and Mission Statement (School Year 2011-12)

This section provides information about the school, its programs and its goals.

Masuda Middle School is committed to providing an environment that promotes academic excellence through the mastery of basic skills while challenging students to become lifelong learners and to reach their highest potential. Guided by knowledgeable, highly trained teachers, administrators, and involved parents, students at Masuda Middle School will become effective communicators and creative thinkers who will be successful and responsible citizens.

In addition to academics, the staff at Masuda Middle School strives to assist students in their social and personal development. Staff members are trained to recognize at-risk behavior in all students. The school values the importance of on-site counseling and has procedures in place to insure that students receive the services they need. Staff members are devoted to helping students deal with problems and assisting them to reach positive goals

Fountain Valley School District is comprised of eight elementary schools and three middle schools. Masuda Middle School is centrally located in Fountain Valley. In the 2011-12 school year, the school served 858 students in grades six through eight on a traditional calendar schedule. The chart displays school enrollment broken down by ethnicity.

Opportunities for Parental Involvement (School Year 2011-12)

This section provides information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parent involvement.

Parents and the community are very supportive of the educational program at Masuda Middle School. Parents are encouraged to become involved in their child's education by volunteering at the school, participating in school activities, and joining school committees and councils.

In addition to numerous community and business partnerships, the school benefits from an extremely active Parent-Teacher Association (PTA). The PTA sponsors numerous fundraisers, awards programs, activities, and field trips throughout the school year.

Parents who wish to participate in Masuda Middle School's leadership teams, activities, or become a volunteer may contact the office at (714) 378-4250. The District's website (www.fvsd.k12.ca.us) also provides a variety of resources and helpful information for parents, students, and community members.

Student Enrollment by Grade Level (School Year 2011-12)

Grade Level	Number of Students
Grade 6	278
Grade 7	290
Grade 8	290
Total Enrollment	858

Student Enrollment by Group (School Year 2011-12)

Group	Percent of Total Enrollment	Group	Percent of Total Enrollment
Black or African American	1	White	31.7
American Indian or Alaska Native	0.8	Two or More Races	1.5
Asian	41.4	Socioeconomically Disadvantaged	31.2
Filipino	1.4	English Learners	22.1
Hispanic or Latino	20.5	Students with Disabilities	6.6
Native Hawaiian/Pacific Islander	0.8		

Average Class Size and Class Size Distribution (Secondary)

Subject	2009-10				2010-11				2011-12			
	Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms		
		1-22	23-32	33+		1-22	23-32	33+		1-22	23-32	33+
English	27	4	22	5	25.8	5	18	2	26.8	6	13	5
Mathematics	23	12	18	5	25.2	7	12	6	27.6	2	14	5
Science	31	0	18	9	30.9	0	13	6	31.5	0	13	5
Social Science	27	4	22	5	26.5	4	19	2	29.3	2	15	3

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

III. School Climate

School Safety Plan (School Year 2011-12)

This section provides information about the school's comprehensive safety plan, including the dates on which the safety plan was last reviewed, updated, and discussed with faculty; as well as a brief description of the key elements of the plan.

The safety of students and staff is a primary concern of Masuda Middle School. Students are supervised before school, during lunch and recess periods, and after school by teachers, administrators, trained aides, and classified staff. All visitors to the campus must sign in at the main office and wear a visitor's pass at all times during their stay on school grounds.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. The Safety Committee reviews and updates the Safe School Action Plan each year by March 1st. Any and all revisions to the plan are immediately communicated to classified and certificated staff.

Key elements of the Safety Plan focus on the following:

- School rules & procedures
- Disaster procedures/routine & emergency drills
- Current status of school crime
- Notification to teachers
- Child abuse reporting procedures
- Schoolwide dress code
- Policies related to suspension/expulsion
- Sexual harassment policy
- Safe ingress & egress of pupils, parents, & school employees

Suspensions and Expulsions

Rate*	School			District		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
Suspensions	0.12	6.74	3.38	1.63	2.49	2.37
Expulsions	0.12	0	.12	0.03	0	.05

* The rate of suspensions and expulsions is calculated by dividing the total number of incidents by the total enrollment (and multiplying by 100).

IV. School Facilities

School Facility Conditions and Planned Improvements (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- The year and month in which the data were collected
- Description of any needed maintenance to ensure good repair

Year and month in which data were collected: 8/2012

Masuda Middle School was originally constructed in 1975 and was thoroughly modernized in 2006. The campus is currently comprised of 32 classrooms, three computer labs, a library, a home economics class, a wood shop, and a spacious playground. The facility strongly supports teaching and learning through its ample classroom and recreational space. The chart displays the results of the most recent facilities inspection.

Cleaning Process:

Masuda Middle School provides a safe and clean environment for students, staff, and volunteers. The District's Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with the school's custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

Maintenance & Repair:

A scheduled maintenance program is administered by Masuda Middle School's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

Deferred Maintenance Budget:

The State School Deferred Maintenance Program provides State matching funds on a dollar-for-dollar basis, to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior painting, and floor systems. For the 2010-11 school year, Fountain Valley School District did not participate in the State School Deferred Maintenance Budget Program.

School Facility Good Repair Status (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The Overall Rating (bottom row)

System Inspected	Repair Status				Repair Needed and Action Taken or Planned
	Exemplary	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	[X]	[]	[]	[]	
Interior: Interior Surfaces	[]	[X]	[]	[]	Future deferred maintenance item.
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	[X]	[]	[]	[]	
Electrical: Electrical	[X]	[]	[]	[]	
Restrooms/Fountains: Restrooms, Sinks/ Fountains	[X]	[]	[]	[]	
Safety: Fire Safety, Hazardous Materials	[X]	[]	[]	[]	
Structural: Structural Damage, Roofs	[X]	[]	[]	[]	
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	[X]	[]	[]	[]	
Overall Rating	[X]	[]	[]	[]	

V. Teachers

Teacher Credentials

Teachers	School			District
	2009-10	2010-11	2011-12	2011-12
With Full Credential	32	32	32	246
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence	1	0	0	---

Teacher Misassignments and Vacant Teacher Positions

Indicator	2010-11	2011-12	2012-13
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments	0	0	0
Vacant Teacher Positions	0	0	0

* "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

Core Academic Classes Taught by Highly Qualified Teachers (School Year 2011-12)

The Federal Elementary and Secondary Education Act (ESEA), also known as No Child Left Behind (NCLB), requires that core academic subjects be taught by Highly Qualified Teachers, defined as having at least a bachelor's degree, an appropriate California teaching credential, and demonstrated core academic subject area competence. For more information, see the CDE *Improving Teacher and Principal Quality* webpage at: <http://www.cde.ca.gov/nclb/sr/tq/>

Location of Classes	Percent of Classes In Core Academic Subjects	
	Taught by Highly Qualified Teachers	Not Taught by Highly Qualified Teachers
This School	100	0
All Schools in District	99.8	0.2
High-Poverty Schools in District	0	0
Low-Poverty Schools in District	100	0

* High-poverty schools are defined as those schools with student eligibility of approximately 40 percent or more in the free and reduced price meals program. Low-poverty schools are those with student eligibility of approximately 25 percent or less in the free and reduced price meals program.

VI. Support Staff

Academic Counselors and Other Support Staff (School Year 2011-12)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor		
Counselor (Social/Behavioral or Career Development)	.6	---
Library Media Teacher (Librarian)		---
Library Media Services Staff (Paraprofessional)	.25	---
Psychologist	.6	---
Social Worker		---
Nurse	.2	---
Speech/Language/Hearing Specialist	.6	---
Resource Specialist	2.0	---
Other		---

* One Full-Time Equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

VII. Curriculum and Instructional Materials

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2012-13)

This section describes whether the textbooks and instructional materials used at the school are from the most recent adoption; whether there are sufficient textbooks and instructional materials for each student; and information about the school's use of any supplemental curriculum or non-adopted textbooks or instructional materials.

Year and month in which data were collected: October, 2012

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The district held a Public Hearing on October 18, 2012, and determined that each school within the district has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

All students, including English Learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. All textbooks and instructional materials used within the district are aligned with the California State Content Standards and Frameworks and have been approved by the Board of Trustees. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available.

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Holt Adoption Year 2002	Yes	0.0%
Mathematics	Prentice-Hall McDougal-Littell Adoption Year 2001	Yes	0.0%
Science	Prentice-Hall Adoption Year 2008	Yes	0.0%
History-Social Science	Holt Adoption Year 2006	Yes	0.0%

VIII. School Finances

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2010-11)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$4,520	\$1,015	\$3,506	\$70,267
District	---	---	\$3,646	\$71,228
Percent Difference: School Site and District	---	---	-3.8%	-1.3%
State	---	---	\$5,455	\$69,404
Percent Difference: School Site and State	---	---	-35.7%	1.2%

* **Supplemental/Restricted** expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

** **Basic/Unrestricted expenditures** are from money whose use, except for general guidelines, is not controlled by law or by a donor.

For detailed information on school expenditures for all districts in California, see the CDE Current Expense of Education & Per-pupil Spending webpage at <http://www.cde.ca.gov/ds/fd/ec/>. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>. To look up expenditures and salaries for a specific school district, see the Ed-Data Web site at: <http://www.ed-data.org>.

Types of Services Funded (Fiscal Year 2011-12)

This section provides specific information about the types of programs and services available at the school that support and assist students. For example, this narrative may include information about supplemental educational services related to the school's federal Program Improvement (PI) status.

In addition to general state funding, all schools within Fountain Valley School District received state and federal categorical funding for the following support programs:

- School & Library Improvement Program
- Gifted & Talented Education (GATE)
- Title II, Staff Development
- Title III, Economic Impact Aid
- Title IV, Safe & Drug Free Schools & Communities
- Title V, Innovative Programs
- Peer Assistance & Review (PAR)

Teacher and Administrative Salaries (Fiscal Year 2010-11)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$39,839	\$41,246
Mid-Range Teacher Salary	\$74,395	\$67,400
Highest Teacher Salary	\$90,898	\$85,481
Average Principal Salary (Elementary)	\$118,058	\$107,739
Average Principal Salary (Middle)	\$121,242	\$111,540
Average Principal Salary (High)		\$110,146
Superintendent Salary	\$250,575	\$180,572
Percent of Budget for Teacher Salaries	42%	42%
Percent of Budget for Administrative Salaries	8%	5%

* For detailed information on salaries, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>.

IX. Student Performance

The Standardized Testing and Reporting (STAR) Program consists of several key components, including:

- **California Standards Tests (CSTs)**, which include English-language arts (ELA) and mathematics in grades two through eleven; science in grades five, eight, and nine through eleven; and history-social science in grades eight, and nine through eleven.
- **California Modified Assessment (CMA)**, an alternate assessment that is based on modified achievement standards in ELA for grades three through eleven; mathematics for grades three through seven, Algebra I, and Geometry; and science in grades five and eight, and Life Science in grade ten. The CMA is designed to assess those students whose disabilities preclude them from achieving grade-level proficiency on an assessment of the California content standards with or without accommodations.
- **California Alternate Performance Assessment (CAPA)**, includes ELA and mathematics in grades two through eleven, and science for grades five, eight, and ten. The CAPA is given to those students with significant cognitive disabilities whose disabilities prevent them from taking either the CSTs with accommodations or modifications or the CMA with accommodations.

The assessments under the STAR Program show how well students are doing in relation to the state content standards. On each of these assessments, student scores are reported as performance levels.

For detailed information regarding the STAR Program results for each grade and performance level, including the percent of students not tested, see the CDE STAR Results Web site at <http://star.cde.ca.gov>.

Standardized Testing and Reporting Results for All Students - Three-Year Comparison

Subject	Percent of Students Scoring at Proficient or Advanced								
	School			District			State		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
English-Language Arts	72	73	TBD*	78	77	TBD*	52	54	56
Mathematics	72	76	TBD*	77	78	TBD*	48	50	51
Science	78	76	TBD*	83	82	TBD*	54	57	60
History-Social Science	71	71	TBD*	73	72	TBD*	44	48	49

* Due to data corrections that are in progress, this information will available by March 1, 2013.

** Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Standardized Testing and Reporting Results by Student Group - Most Recent Year

Group	Percent of Students Scoring at Proficient or Advanced			
	English-Language Arts	Mathematics	Science	History-Social Science
All Students in the LEA	TBD*	TBD*	TBD*	TBD*
All Student at the School	TBD*	TBD*	TBD*	TBD*
Male	TBD*	TBD*	TBD*	TBD*
Female	TBD*	TBD*	TBD*	TBD*
Black or African American	TBD*	TBD*		
American Indian or Alaska Native				
Asian	<div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>Due to data corrections that are in progress, this information will available by March 1, 2013.</p> </div>			
Filipino				
Hispanic or Latino				
Native Hawaiian/Pacific Islander				
White	TBD*	TBD*	TBD*	TBD*
Two or More Races	TBD*	TBD*		
Socioeconomically Disadvantaged	TBD*	TBD*	TBD*	TBD*
English Learners	TBD*	TBD*	TBD*	TBD*
Students with Disabilities	TBD*	TBD*	TBD*	TBD*
Students Receiving Migrant Education Services				

* Due to data corrections that are in progress, this information will available by March 1, 2013.

** Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

California Physical Fitness Test Results (School Year 2011-12)

The California Physical Fitness Test (PFT) is administered to students in grades five, seven, and nine only. This table displays by grade level the percent of students meeting the fitness standards for the most recent testing period. For detailed information regarding this test, and comparisons of a school's test results to the district and state, see the CDE PFT webpage at <http://www.cde.ca.gov/ta/tg/pf/>.

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
7	15.9	31.8	48.1

* Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

X. Accountability

Academic Performance Index

The Academic Performance Index (API) is an annual measure of state academic performance and progress of schools in California. API scores range from 200 to 1,000, with a statewide target of 800. For detailed information about the API, see the CDE API webpage at <http://www.cde.ca.gov/ta/ac/ap/>.

Academic Performance Index Ranks - Three-Year Comparison

This table displays the school's statewide and similar schools' API ranks. The **statewide API rank** ranges from 1 to 10. A statewide rank of 1 means that the school has an API score in the lowest ten percent of all schools in the state, while a statewide rank of 10 means that the school has an API score in the highest ten percent of all schools in the state.

The **similar schools API rank** reflects how a school compares to 100 statistically matched "similar schools." A similar schools rank of 1 means that the school's academic performance is comparable to the lowest performing ten schools of the 100 similar schools, while a similar schools rank of 10 means that the school's academic performance is better than at least 90 of the 100 similar schools.

API Rank	2009	2010	2011
Statewide	9	9	9
Similar Schools	2	3	6

Academic Performance Index Growth by Student Group – Three-Year Comparison

Group	Actual API Change		
	2009-10	2010-11	2011-12
All Students at the School	14	12	17
Black or African American			
American Indian or Alaska Native			
Asian	7	12	6
Filipino			
Hispanic or Latino	28	-11	39
Native Hawaiian/Pacific Islander			
White	13	36	14
Two or More Races			
Socioeconomically Disadvantaged	11	14	20
English Learners	-13	48	3
Students with Disabilities			

* Due to data corrections that are in progress, this information will be available by March 1, 2013.

** "N/D" means that no data were available to the CDE or LEA to report. "B" means the school did not have a valid API Base and there is no Growth or target information. "C" means the school had significant demographic changes and there is no Growth or target information.

Academic Performance Index Growth by Student Group - 2012 Growth API Comparison

This table displays, by student group, the number of students included in the API and the 2012 Growth API at the school, district, and state level.

Group	2012 Growth API					
	School		District		State	
	# of Students	Growth API	# of Students	Growth API	# of Students	Growth API
All Students at the School	831	903	4,997	911	4,664,264	788
Black or African American	9		47	856	313,201	710
American Indian or Alaska Native	6		27	805	31,606	742
Asian	353	944	1,705	952	404,670	905
Filipino	11	945	65	951	124,824	869
Hispanic or Latino	166	824	751	856	2,425,230	740
Native Hawaiian/Pacific Islander	6		33	907	26,563	775
White	263	896	2,274	899	1,221,860	853
Two or More Races	12	973	67	929	88,428	849
Socioeconomically Disadvantaged	257	854	1,219	863	2,779,680	737
English Learners	180	855	832	882	1,530,297	716
Students with Disabilities	TBD*	TBD*	TBD*	TBD*	530,935	607

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Adequate Yearly Progress

The federal ESEA requires that all schools and districts meet the following Adequate Yearly Progress (AYP) criteria:

- Participation rate on the state's standards-based assessments in ELA and mathematics
- Percent proficient on the state's standards-based assessments in ELA and mathematics
- API as an additional indicator
- Graduation rate (for secondary schools)

Detailed information about AYP, including participation rates and percent proficient results by student group, can be found at the CDE Adequate Yearly Progress (AYP) webpage at <http://www.cde.ca.gov/ta/ac/ay/>.

Adequate Yearly Progress Overall and by Criteria (School Year 2011-12)

AYP Criteria	School	District
Made AYP Overall	Yes	No
Met Participation Rate: English-Language Arts	Yes	Yes
Met Participation Rate: Mathematics	Yes	Yes
Met Percent Proficient: English-Language Arts	Yes	Yes
Met Percent Proficient: Mathematics	Yes	No
Met API Criteria	Yes	Yes
Met Graduation Rate (if applicable)	N/A	N/A

Federal Intervention Program (School Year 2012-13)

Schools and districts receiving federal Title I funding enter Program Improvement (PI) if they do not make AYP for two consecutive years in the same content area (ELA or mathematics) or on the same indicator (API or graduation rate). After entering PI, schools and districts advance to the next level of intervention with each additional year that they do not make AYP. For detailed information about PI identification, see the CDE PI Status Determinations webpage: <http://www.cde.ca.gov/ta/ac/ay/tidetermine.asp>.

Indicator	School	District
Program Improvement Status	Not in PI	In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement		Year 2
Number of Schools Currently in Program Improvement	---	0
Percent of Schools Currently in Program Improvement	---	0

XI. Instructional Planning and Scheduling

Professional Development

This section provides information on the number of days provided for professional development and continuous professional growth in the most recent three year period. Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance, and data reporting, etc.)?

Staff development is a priority in the Fountain Valley School District. We value the impact highly skilled instructors have on student achievement. Throughout the District there are both school level and districtwide initiatives. Initiatives include:

- Student Engagement (middle school)
- Differentiated Instruction
- Data-responsive Instruction
- Response to Intervention
- Learning Walks
- Co-teaching methods (middle school)
- Strategic/Intensive Intervention Curriculum/Strategies – Corrective Reading, Number Worlds, Academic Vocabulary, and English 3D (middle schools)
- Technology Enhancements to Manage Student Data and to Facilitate Productivity
- Effective Reading Intervention Academy
- CLMS

William T. Newland Elementary School

School Accountability Report Card

Reported Using Data from the 2011-12 School Year

Published During 2012-13

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II. About This School

Contact Information (School Year 2012-13)

School Contact Information	
School Name	William T. Newland Elementary School
Street	8787 Dolphin Street
City, State, Zip	Huntington Beach, CA 92646
Phone Number	(714) 378-4200
Principal	Kathy Davis
E-mail Address	DavisK@fvsd.us
CDS Code	30-66498-6027999

District Contact Information	
District Name	Fountain Valley School District
Phone Number	(714) 843-3200
Web Site	www.fvsd.k12.ca.us
Superintendent	Dr. Marc Ecker
E-mail Address	EckerM@fvsd.us

School Description and Mission Statement (School Year 2011-12)

This section provides information about the school, its programs and its goals.

The staff and community of Newland School are committed to providing academic excellence and all children are encouraged to develop:

- Their maximum potential
- A positive attitude toward self and others
- A love of learning
- The ability to think creatively and critically
- An appreciation for diversity in others
- Effective communication skills
- The ability to be a productive, useful member of society

Fountain Valley School District is comprised of seven elementary schools and three middle schools. Newland Elementary School is located southwest of Fountain Valley in Huntington Beach. In the 2011-12 school year, the school served 401 students in grades kindergarten through five on a traditional calendar schedule. The chart displays school enrollment broken down by ethnicity.

Newland Elementary School provides a family-oriented, nurturing and safe place for students to learn, grow, and develop intellectually. Teachers, staff, and administrators continue to act on the principle that students come first. The educational programs at the school are tailored to meet the needs of the school population.

Opportunities for Parental Involvement (School Year 2011-12)

This section provides information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parent involvement.

Parents and the community are very supportive of the educational program at Newland Elementary School. Parents are encouraged to become involved in their child's education by volunteering at the school, participating in school activities, and joining school committees and councils.

In addition to numerous community and business partnerships, the school benefits from an extremely active Parent-Teacher Association (PTA). The PTA sponsors numerous fundraisers, awards programs, activities, and field trips throughout the school year. Additional opportunities for parental and community involvement include, but are not limited to, the following:

- Art Masters
- Book It
- Fountain Valley Educational Foundation
- Legislative Action Committee
- School Site Council
- Too Good for Drugs
- ST Math
- AR Math
- AR Reading

Parents who wish to participate in Newland Elementary School's leadership teams, activities, or become a volunteer may contact the office at (714) 378-4201. The District's website (www.fvsd.k12.ca.us) also provides a variety of resources and helpful information for parents, students, and community members.

Student Enrollment by Grade Level (School Year 2011-12)

Grade Level	Number of Students
Kindergarten	87
Grade 1	61
Grade 2	52
Grade 3	63
Grade 4	67
Grade 5	71
Total Enrollment	401

Student Enrollment by Group (School Year 2011-12)

Group	Percent of Total Enrollment	Group	Percent of Total Enrollment
Black or African American	0.7	White	67.8
American Indian or Alaska Native	0.5	Two or More Races	1.2
Asian	12.7	Socioeconomically Disadvantaged	18
Filipino	2	English Learners	3.2
Hispanic or Latino	12	Students with Disabilities	15.2
Native Hawaiian/Pacific Islander	0.5		

Average Class Size and Class Size Distribution (Elementary)

Grade Level	2009-10				2010-11				2011-12			
	Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms		
		1-20	21-32	33+		1-20	21-32	33+		1-20	21-32	33+
K	21	1	1	0	13.5	4	0	0	23.3	2	2	0
1	25	0	2	0	18	2	1	0	28.5	0	2	0
2	30	0	2	0	24	0	2	0	25	0	2	0
3	29	0	2	0	31	0	2	0	30	0	2	0
4	33	0	1	1	30	0	2	0	32	0	2	0
5	27	0	2	0	33	0	0	2	25.7	1	1	1
Other												

* Number of classes indicates how many classes fall into each size category (a range of total students per class).

III. School Climate

School Safety Plan (School Year 2011-12)

This section provides information about the school’s comprehensive safety plan, including the dates on which the safety plan was last reviewed, updated, and discussed with faculty; as well as a brief description of the key elements of the plan.

The safety of students and staff is a primary concern of Newland Elementary School. Students are supervised before school, during lunch and recess periods, and after school by teachers, administrators, trained aides, and classified staff. All visitors to the campus must sign in at the main office and wear a visitor’s pass at all times during their stay on school grounds.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. The Safety Committee reviews and updates the Safe School Action Plan each year by March 1st. Any and all revisions to the plan are immediately communicated to classified and certificated staff. Key elements of the Safety Plan focus on the following:

- School rules & procedures
- Disaster procedures/routine & emergency drills
- Current status of school crime
- Notification to teachers
- Child abuse reporting procedures
- Schoolwide dress code
- Policies related to suspension/expulsion
- Sexual harassment policy
- Safe ingress & egress of pupils, parents, & school employees
- Non-discrimination Policy
- Bullying Policy

The school’s disaster preparedness plan includes steps for ensuring student and staff safety during a disaster. Fire, disaster, and lockdown drills are conducted on a rotating basis throughout the school year.

Suspensions and Expulsions

Rate*	School			District		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
Suspensions	0.72	0.58	1.54	1.63	2.49	2.37
Expulsions	0	0	0	0.03	0	.05

* The rate of suspensions and expulsions is calculated by dividing the total number of incidents by the total enrollment (and multiplying by 100).

IV. School Facilities

School Facility Conditions and Planned Improvements (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- The year and month in which the data were collected
- Description of any needed maintenance to ensure good repair

Year and month in which data were collected: 8/2012

Newland Elementary School was originally constructed in the 1960s, and has been thoroughly modernized over the last several years. The campus is currently comprised of 23 permanent classrooms, six portable classrooms, a computer lab, a library, a staff lounge, and a spacious playground. The facility strongly supports teaching and learning through its ample classroom and recreational space. The chart displays the results of the most recent facilities inspection.

Cleaning Process:

Newland Elementary School provides a safe and clean environment for students, staff, and volunteers. The District's Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with the school's custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

Maintenance & Repair:

A scheduled maintenance program is administered by Newland Elementary's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

Deferred Maintenance Budget:

The State School Deferred Maintenance Program provides State matching funds on a dollar-for-dollar basis, to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior painting, and floor systems. For the 2010-11 school year, Fountain Valley School District did not participate in the State School Deferred Maintenance Budget Program.

School Facility Good Repair Status (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The Overall Rating (bottom row)

System Inspected	Repair Status				Repair Needed and Action Taken or Planned
	Exemplary	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	[X]	[]	[]	[]	
Interior: Interior Surfaces	[X]	[]	[]	[]	
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	[X]	[]	[]	[]	
Electrical: Electrical	[X]	[]	[]	[]	
Restrooms/Fountains: Restrooms, Sinks/ Fountains	[X]	[]	[]	[]	
Safety: Fire Safety, Hazardous Materials	[X]	[]	[]	[]	
Structural: Structural Damage, Roofs	[X]	[]	[]	[]	
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	[]	[X]	[]	[]	Future deferred maintenance item
Overall Rating	[X]	[]	[]	[]	

V. Teachers

Teacher Credentials

Teachers	School			District
	2009-10	2010-11	2011-12	2011-12
With Full Credential	23	21	19	246
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence	0	0	0	---

Teacher Misassignments and Vacant Teacher Positions

Indicator	2010-11	2011-12	2012-13
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments	0	0	0
Vacant Teacher Positions	0	0	0

* "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

Core Academic Classes Taught by Highly Qualified Teachers (School Year 2011-12)

The Federal Elementary and Secondary Education Act (ESEA), also known as No Child Left Behind (NCLB), requires that core academic subjects be taught by Highly Qualified Teachers, defined as having at least a bachelor's degree, an appropriate California teaching credential, and demonstrated core academic subject area competence. For more information, see the CDE *Improving Teacher and Principal Quality* webpage at: <http://www.cde.ca.gov/nclb/sr/tq/>

Location of Classes	Percent of Classes In Core Academic Subjects	
	Taught by Highly Qualified Teachers	Not Taught by Highly Qualified Teachers
This School	100	0
All Schools in District	99.8	0.2
High-Poverty Schools in District	0	0
Low-Poverty Schools in District	100	0

* High-poverty schools are defined as those schools with student eligibility of approximately 40 percent or more in the free and reduced price meals program. Low-poverty schools are those with student eligibility of approximately 25 percent or less in the free and reduced price meals program.

VI. Support Staff

Academic Counselors and Other Support Staff (School Year 2011-12)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor		
Counselor (Social/Behavioral or Career Development)		---
Library Media Teacher (Librarian)		---
Library Media Services Staff (Paraprofessional)	.25	---
Psychologist	1.2	---
Social Worker		---
Nurse	.2	---
Speech/Language/Hearing Specialist	2.6	---
Resource Specialist	1.0	---
Other		---

* One Full-Time Equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

VII. Curriculum and Instructional Materials

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2012-13)

This section describes whether the textbooks and instructional materials used at the school are from the most recent adoption; whether there are sufficient textbooks and instructional materials for each student; and information about the school's use of any supplemental curriculum or non-adopted textbooks or instructional materials.

Year and month in which data were collected: October, 2012

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The district held a Public Hearing on October 18, 2012, and determined that each school within the district has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

All students, including English Learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. All textbooks and instructional materials used within the district are aligned with the California State Content Standards and Frameworks and have been approved by the Board of Trustees. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available.

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Houghton-Mifflin Curriculum Associates Holt Adoption Year 2002	Yes	0.0%
Mathematics	Houghton-Mifflin McGraw-Hill Prentice-Hall Holt McDougal-Littell Adoption Year 2001	Yes	0.0%
Science	Houghton-Mifflin Prentice-Hall Adoption Year 2008	Yes	0.0%
History-Social Science	Scott Foresman Holt Adoption Year 2006	Yes	0.0%

VIII. School Finances

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2010-11)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/Restricted	Basic/Unrestricted	
School Site	\$8,594	\$2,900	\$4,121	\$72,716
District	---	---	\$3,646	\$71,228
Percent Difference: School Site and District	---	---	13.0%	2.1%
State	---	---	\$5,455	\$69,404
Percent Difference: School Site and State	---	---	-24.5%	4.8%

* **Supplemental/Restricted** expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

** **Basic/Unrestricted expenditures** are from money whose use, except for general guidelines, is not controlled by law or by a donor.

For detailed information on school expenditures for all districts in California, see the CDE Current Expense of Education & Per-pupil Spending webpage at <http://www.cde.ca.gov/ds/fd/ec/>. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>. To look up expenditures and salaries for a specific school district, see the Ed-Data Web site at: <http://www.ed-data.org>.

Types of Services Funded (Fiscal Year 2011-12)

This section provides specific information about the types of programs and services available at the school that support and assist students. For example, this narrative may include information about supplemental educational services related to the school's federal Program Improvement (PI) status.

In addition to general state funding, all schools within Fountain Valley School District received state and federal categorical funding for the following support programs:

- School & Library Improvement Program
- Gifted & Talented Education (GATE)
- Title II, Staff Development
- Title III, Economic Impact Aide
- Title IV, Safe & Drug Free Schools & Communities
- Title V, Innovative Programs
- Peer Assistance & Review (PAR)

Teacher and Administrative Salaries (Fiscal Year 2010-11)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$39,839	\$41,246
Mid-Range Teacher Salary	\$74,395	\$67,400
Highest Teacher Salary	\$90,898	\$85,481
Average Principal Salary (Elementary)	\$118,058	\$107,739
Average Principal Salary (Middle)	\$121,242	\$111,540
Average Principal Salary (High)		\$110,146
Superintendent Salary	\$250,575	\$180,572
Percent of Budget for Teacher Salaries	42%	42%
Percent of Budget for Administrative Salaries	8%	5%

* For detailed information on salaries, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>.

IX. Student Performance

The Standardized Testing and Reporting (STAR) Program consists of several key components, including:

- **California Standards Tests (CSTs)**, which include English-language arts (ELA) and mathematics in grades two through eleven; science in grades five, eight, and nine through eleven; and history-social science in grades eight, and nine through eleven.
- **California Modified Assessment (CMA)**, an alternate assessment that is based on modified achievement standards in ELA for grades three through eleven; mathematics for grades three through seven, Algebra I, and Geometry; and science in grades five and eight, and Life Science in grade ten. The CMA is designed to assess those students whose disabilities preclude them from achieving grade-level proficiency on an assessment of the California content standards with or without accommodations.
- **California Alternate Performance Assessment (CAPA)**, includes ELA and mathematics in grades two through eleven, and science for grades five, eight, and ten. The CAPA is given to those students with significant cognitive disabilities whose disabilities prevent them from taking either the CSTs with accommodations or modifications or the CMA with accommodations.

The assessments under the STAR Program show how well students are doing in relation to the state content standards. On each of these assessments, student scores are reported as performance levels.

For detailed information regarding the STAR Program results for each grade and performance level, including the percent of students not tested, see the CDE STAR Results Web site at <http://star.cde.ca.gov>.

Standardized Testing and Reporting Results for All Students - Three-Year Comparison

Subject	Percent of Students Scoring at Proficient or Advanced								
	School			District			State		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
English-Language Arts	80	83	TBD*	78	77	TBD*	52	54	56
Mathematics	81	91	TBD*	77	78	TBD*	48	50	51
Science	72	92	TBD*	83	82	TBD*	54	57	60
History-Social Science				73	72	TBD*	44	48	49

* Due to data corrections that are in progress, this information will be available by March 1, 2013.

** Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Standardized Testing and Reporting Results by Student Group - Most Recent Year

Group	Percent of Students Scoring at Proficient or Advanced			
	English-Language Arts	Mathematics	Science	History-Social Science
All Students in the LEA	TBD*	TBD*	TBD*	TBD*
All Student at the School	TBD*	TBD*	TBD*	
Male	TBD*	TBD*	TBD*	
Female	TBD*	TBD*	TBD*	
Black or African American				
American Indian or Alaska Native				
Asian	Due to data corrections that are in progress, this information will available by March 1, 2013.			
Filipino				
Hispanic or Latino				
Native Hawaiian/Pacific Islander				
White	TBD*	TBD*	TBD*	
Two or More Races				
Socioeconomically Disadvantaged	TBD*	TBD*	TBD*	
English Learners				
Students with Disabilities	TBD*	TBD*		
Students Receiving Migrant Education Services				

* Due to data corrections that are in progress, this information will available by March 1, 2013.

** Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

California Physical Fitness Test Results (School Year 2011-12)

The California Physical Fitness Test (PFT) is administered to students in grades five, seven, and nine only. This table displays by grade level the percent of students meeting the fitness standards for the most recent testing period. For detailed information regarding this test, and comparisons of a school's test results to the district and state, see the CDE PFT webpage at <http://www.cde.ca.gov/ta/tg/pf/>.

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
5	17.1	20	47.1

* Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

X. Accountability

Academic Performance Index

The Academic Performance Index (API) is an annual measure of state academic performance and progress of schools in California. API scores range from 200 to 1,000, with a statewide target of 800. For detailed information about the API, see the CDE API webpage at <http://www.cde.ca.gov/ta/ac/ap/>.

Academic Performance Index Ranks - Three-Year Comparison

This table displays the school's statewide and similar schools' API ranks. The **statewide API rank** ranges from 1 to 10. A statewide rank of 1 means that the school has an API score in the lowest ten percent of all schools in the state, while a statewide rank of 10 means that the school has an API score in the highest ten percent of all schools in the state.

The **similar schools API rank** reflects how a school compares to 100 statistically matched “similar schools.” A similar schools rank of 1 means that the school’s academic performance is comparable to the lowest performing ten schools of the 100 similar schools, while a similar schools rank of 10 means that the school’s academic performance is better than at least 90 of the 100 similar schools.

API Rank	2009	2010	2011
Statewide	9	9	10
Similar Schools	8	8	9

Academic Performance Index Growth by Student Group – Three-Year Comparison

Group	Actual API Change		
	2009-10	2010-11	2011-12
All Students at the School	4	34	-19
Black or African American			
American Indian or Alaska Native			
Asian			
Filipino			
Hispanic or Latino			
Native Hawaiian/Pacific Islander			
White	14	37	-10
Two or More Races			
Socioeconomically Disadvantaged			
English Learners			
Students with Disabilities			

* Due to data corrections that are in progress, this information will available by March 1, 2013.

** "N/D" means that no data were available to the CDE or LEA to report. "B" means the school did not have a valid API Base and there is no Growth or target information. "C" means the school had significant demographic changes and there is no Growth or target information.

Academic Performance Index Growth by Student Group - 2012 Growth API Comparison

This table displays, by student group, the number of students included in the API and the 2012 Growth API at the school, district, and state level.

Group	2012 Growth API					
	School		District		State	
	# of Students	Growth API	# of Students	Growth API	# of Students	Growth API
All Students at the School	242	921	4,997	911	4,664,264	788
Black or African American	3		47	856	313,201	710
American Indian or Alaska Native	0		27	805	31,606	742
Asian	34	927	1,705	952	404,670	905
Filipino	4		65	951	124,824	869
Hispanic or Latino	31	873	751	856	2,425,230	740
Native Hawaiian/Pacific Islander	2		33	907	26,563	775
White	160	931	2,274	899	1,221,860	853
Two or More Races	1		67	929	88,428	849
Socioeconomically Disadvantaged	45	848	1,219	863	2,779,680	737
English Learners	8		832	882	1,530,297	716
Students with Disabilities	TBD*	TBD*	TBD*	TBD*	530,935	607

* Due to data corrections that are in progress, this information will available by March 1, 2013.

Adequate Yearly Progress

The federal ESEA requires that all schools and districts meet the following Adequate Yearly Progress (AYP) criteria:

- Participation rate on the state's standards-based assessments in ELA and mathematics
- Percent proficient on the state's standards-based assessments in ELA and mathematics
- API as an additional indicator
- Graduation rate (for secondary schools)

Detailed information about AYP, including participation rates and percent proficient results by student group, can be found at the CDE Adequate Yearly Progress (AYP) webpage at <http://www.cde.ca.gov/ta/ac/ay/>.

Adequate Yearly Progress Overall and by Criteria (School Year 2011-12)

AYP Criteria	School	District
Made AYP Overall	Yes	No
Met Participation Rate: English-Language Arts	Yes	Yes
Met Participation Rate: Mathematics	Yes	Yes
Met Percent Proficient: English-Language Arts	Yes	Yes
Met Percent Proficient: Mathematics	Yes	No
Met API Criteria	Yes	Yes
Met Graduation Rate (if applicable)	N/A	N/A

Federal Intervention Program (School Year 2012-13)

Schools and districts receiving federal Title I funding enter Program Improvement (PI) if they do not make AYP for two consecutive years in the same content area (ELA or mathematics) or on the same indicator (API or graduation rate). After entering PI, schools and districts advance to the next level of intervention with each additional year that they do not make AYP. For detailed information about PI identification, see the CDE PI Status Determinations webpage: <http://www.cde.ca.gov/ta/ac/ay/tidetermine.asp>.

Indicator	School	District
Program Improvement Status		In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement		Year 2
Number of Schools Currently in Program Improvement	---	0
Percent of Schools Currently in Program Improvement	---	0

XI. Instructional Planning and Scheduling

Professional Development

This section provides information on the number of days provided for professional development and continuous professional growth in the most recent three year period. Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance, and data reporting, etc.)?

Staff development is a priority in the Fountain Valley School District. We value the impact highly skilled instructors have on student achievement. At the beginning of the school year we reserve three days and at the end of the year one day specifically for this purpose. In addition, during the school year teachers attend training either before, during, or beyond the school day. Throughout the District there are both school level and districtwide initiatives. Initiatives include:

- Differentiated Instruction
- Data-responsive Instruction
- Response to Intervention
- Learning Walks
- Co-teaching methods
- Technology Enhancements to Manage Student Data and to Facilitate Productivity
- Positive Behavior Intervention Systems
- Effective Reading Intervention Academy
- Professional Learning Communities
- ST Math
- AR Math
- AR Reading
- SMART Boards

Isojiro Oka Elementary School

School Accountability Report Card

Reported Using Data from the 2011-12 School Year

Published During 2012-13

Every school in California is required by state law to publish a School Accountability Report Card (SARC), by February 1 of each year. The SARC contains information about the condition and performance of each California public school.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC webpage at <http://www.cde.ca.gov/ta/ac/sa/>.
- For additional information about the school, parents and community members should contact the school principal or the district office.

I. Data and Access

EdData Partnership Web Site

EdData is a partnership of the CDE, EdSource, and the Fiscal Crisis Management and Assistance Team (FCMAT) that provides extensive financial, demographic, and performance information about California's public kindergarten through grade twelve school districts and schools.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest webpage at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district, the county, and the state. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., state Academic Performance Index [API], federal Adequate Yearly Progress [AYP]), test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible. Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

II. About This School

Contact Information (School Year 2012-13)

School Contact Information	
School Name	Isojiro Oka Elementary School
Street	9800 Yorktown Ave.
City, State, Zip	Huntington Beach, CA 92646
Phone Number	(714) 378-4260
Principal	Erik Miller
E-mail Address	MillerE@fvds.us
CDS Code	30-66498-6068605

District Contact Information	
District Name	Fountain Valley School District
Phone Number	(714) 843-3200
Web Site	www.fvsd.k12.ca.us
Superintendent	Dr. Marc Ecker
E-mail Address	EckerM@fvsd.us

School Description and Mission Statement (School Year 2011-12)

This section provides information about the school, its programs and its goals.

Oka School is committed to providing an educational foundation and environment which fosters positive self-esteem and supports mastery of essential skills so students become productive, responsible, caring member of society. Teachers, administrators, support staff, and parents are dedicated to assisting students in achieving this mission.

Oka Elementary School provides a family-oriented, nurturing and safe place for students to learn, grow, and develop intellectually. Teachers, staff, and administrators continue to act on the principle that students come first. The educational programs at the school are tailored to meet the needs of the school population.

Fountain Valley School District is comprised of seven elementary schools and three middle schools. Oka Elementary School is located south of Fountain Valley in Huntington Beach. In the 2011-12 school year, the school served 384 students in grades kindergarten through five on a traditional calendar schedule. The chart displays school enrollment broken down by ethnicity.

Opportunities for Parental Involvement (School Year 2011-12)

This section provides information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parent involvement.

Parents and the community are very supportive of the educational program at Oka Elementary School. Parents are encouraged to become involved in their child's education by volunteering at the school, participating in school activities, and joining school committees and councils.

In addition to numerous community and business partnerships, the school benefits from an extremely active Parent-Teacher Organization (PTO). The PTO sponsors numerous fundraisers, awards programs, activities, and field trips throughout the school year. Additional opportunities for parental and/or community involvement include, but are not limited to, the following:

- ST Math
- Art Masters
- Best Foot Forward
- Fountain Valley Educational Foundation
- Legislative Action Committee
- School Site Council

Contact Information

Parents who wish to participate in Oka Elementary School's leadership teams, activities, or become a volunteer may contact the office at (714) 378-4260. The District's website (www.fvsd.k12.ca.us) also provides a variety of resources and helpful information for parents, students, and community members.

Student Enrollment by Grade Level (School Year 2011-12)

Grade Level	Number of Students
Kindergarten	47
Grade 1	71
Grade 2	75
Grade 3	62
Grade 4	70
Grade 5	59
Total Enrollment	384

Student Enrollment by Group (School Year 2011-12)

Group	Percent of Total Enrollment	Group	Percent of Total Enrollment
Black or African American	1.8	White	52.6
American Indian or Alaska Native	0.5	Two or More Races	2.6
Asian	16.9	Socioeconomically Disadvantaged	26.3
Filipino	1.6	English Learners	12.8
Hispanic or Latino	21.1	Students with Disabilities	11.2
Native Hawaiian/Pacific Islander	1		

Average Class Size and Class Size Distribution (Elementary)

Grade Level	2009-10				2010-11				2011-12			
	Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms		
		1-20	21-32	33+		1-20	21-32	33+		1-20	21-32	33+
K	30	0	2	0	15.5	4	0	0	11.5	4	0	0
1	26	0	2	0	29	0	2	0	26	0	3	0
2	29	0	2	0	24.7	1	2	0	23.3	1	2	0
3	26	0	2	0	30	0	2	0	28.5	0	2	0
4	28	0	2	0	26	0	2	0	25.3	1	1	1
5	25	0	3	0	28.5	0	2	0	28.5	0	2	0
Other												

* Number of classes indicates how many classes fall into each size category (a range of total students per class).

III. School Climate

School Safety Plan (School Year 2011-12)

This section provides information about the school's comprehensive safety plan, including the dates on which the safety plan was last reviewed, updated, and discussed with faculty; as well as a brief description of the key elements of the plan.

The safety of students and staff is a primary concern of Oka Elementary School. Students are supervised before school, during lunch and recess periods, and after school by teachers, administrators, trained aides, and classified staff. All visitors to the campus must sign in at the main office and wear a visitor's pass at all times during their stay on school grounds.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. The Safety Committee reviews and updates the Safe School Action Plan each year by March 1st.. Any and all revisions to the plan are immediately communicated to classified and certificated staff.

Key elements of the Safety Plan focus on the following:

- School rules & procedures
- Disaster procedures/routine & emergency drills
- Current status of school crime
- Notification to teachers
- Child abuse reporting procedures
- Schoolwide dress code
- Policies related to suspension/expulsion
- Sexual harassment policy
- Safe ingress & egress of pupils, parents, & school employees
- Bullying
- Uniform Complaint Policy

The school's disaster preparedness plan includes steps for ensuring student and staff safety during a disaster. Fire, disaster, and lockdown drills are conducted on a rotating basis throughout the school year.

Suspensions and Expulsions

Rate*	School			District		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
Suspensions	0.78	1.06	.26	1.63	2.49	2.37
Expulsions	0	0	0	0.03	0	.05

* The rate of suspensions and expulsions is calculated by dividing the total number of incidents by the total enrollment (and multiplying by 100).

IV. School Facilities

School Facility Conditions and Planned Improvements (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- The year and month in which the data were collected
- Description of any needed maintenance to ensure good repair

Year and month in which data were collected: 8/2012

Oka Elementary School was originally constructed in 1970 and has been thoroughly modernized over the last several years. The campus is currently comprised of 24 permanent classrooms, a computer lab, a library, and a spacious playground. Recent upgrades to the school include installation of perimeter lighting and a public address system, as well as improved electrical and data circuits. The facility strongly supports teaching and learning through its ample classroom and recreational space. The chart displays the results of the most recent facilities inspection.

Cleaning Process:

Oka Elementary provides a safe and clean environment for students, staff, and volunteers. The District's Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with the school's custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

Maintenance & Repair:

A scheduled maintenance program is administered by Oka Elementary's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

Deferred Maintenance Budget:

The State School Deferred Maintenance Program provides State matching funds on a dollar-for-dollar basis, to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior painting, and floor systems. For the 2010-11 school year, Fountain Valley School District did not participate in the State School Deferred Maintenance Budget Program.

School Facility Good Repair Status (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The Overall Rating (bottom row)

System Inspected	Repair Status				Repair Needed and Action Taken or Planned
	Exemplary	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	[X]	[]	[]	[]	
Interior: Interior Surfaces	[X]	[]	[]	[]	
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	[X]	[]	[]	[]	
Electrical: Electrical	[X]	[]	[]	[]	
Restrooms/Fountains: Restrooms, Sinks/ Fountains	[X]	[]	[]	[]	
Safety: Fire Safety, Hazardous Materials	[X]	[]	[]	[]	
Structural: Structural Damage, Roofs	[X]	[]	[]	[]	
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	[]	[X]	[]	[]	Future deferred maintenance item.
Overall Rating	[X]	[]	[]	[]	

V. Teachers

Teacher Credentials

Teachers	School			District
	2009-10	2010-11	2011-12	2011-12
With Full Credential	17	17	16	246
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence	0	0	0	---

Teacher Misassignments and Vacant Teacher Positions

Indicator	2010-11	2011-12	2012-13
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments	0	0	0
Vacant Teacher Positions	0	0	0

* "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

Core Academic Classes Taught by Highly Qualified Teachers (School Year 2011-12)

The Federal Elementary and Secondary Education Act (ESEA), also known as No Child Left Behind (NCLB), requires that core academic subjects be taught by Highly Qualified Teachers, defined as having at least a bachelor's degree, an appropriate California teaching credential, and demonstrated core academic subject area competence. For more information, see the CDE *Improving Teacher and Principal Quality* webpage at: <http://www.cde.ca.gov/nclb/sr/tq/>

Location of Classes	Percent of Classes In Core Academic Subjects	
	Taught by Highly Qualified Teachers	Not Taught by Highly Qualified Teachers
This School	100	0
All Schools in District	99.8	0.2
High-Poverty Schools in District	0	0
Low-Poverty Schools in District	100	0

* High-poverty schools are defined as those schools with student eligibility of approximately 40 percent or more in the free and reduced price meals program. Low-poverty schools are those with student eligibility of approximately 25 percent or less in the free and reduced price meals program.

VI. Support Staff

Academic Counselors and Other Support Staff (School Year 2011-12)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor		
Counselor (Social/Behavioral or Career Development)		---
Library Media Teacher (Librarian)		---
Library Media Services Staff (Paraprofessional)	.25	---
Psychologist	.4	---
Social Worker		---
Nurse	.2	---
Speech/Language/Hearing Specialist	.8	---
Resource Specialist	1.0	---
Other		---

* One Full-Time Equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

VII. Curriculum and Instructional Materials

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2012-13)

This section describes whether the textbooks and instructional materials used at the school are from the most recent adoption; whether there are sufficient textbooks and instructional materials for each student; and information about the school's use of any supplemental curriculum or non-adopted textbooks or instructional materials.

Year and month in which data were collected: October, 2012

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The district held a Public Hearing on October 18, 2012, and determined that each school within the district has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

All students, including English Learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. All textbooks and instructional materials used within the district are aligned with the California State Content Standards and Frameworks and have been approved by the Board of Trustees. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available.

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Houghton-Mifflin Curriculum Associates Holt Adoption Year 2002	Yes	0.0%
Mathematics	Houghton-Mifflin McGraw-Hill Prentice-Hall Holt McDougal-Littell Adoption Year 2001	Yes	0.0%
Science	Houghton-Mifflin Prentice-Hall Adoption Year 2008	Yes	0.0%
History-Social Science	Scott Foresman Holt Adoption Year 2006	Yes	0.0%

VIII. School Finances

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2010-11)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/Restricted	Basic/Unrestricted	
School Site	\$7,280	\$3,097	\$4,183	\$77,233
District	---	---	\$3,646	\$71,228
Percent Difference: School Site and District	---	---	14.7%	8.4%
State	---	---	\$5,455	\$69,404
Percent Difference: School Site and State	---	---	-23.3%	11.3%

* **Supplemental/Restricted** expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

** **Basic/Unrestricted expenditures** are from money whose use, except for general guidelines, is not controlled by law or by a donor.

For detailed information on school expenditures for all districts in California, see the CDE Current Expense of Education & Per-pupil Spending webpage at <http://www.cde.ca.gov/ds/fd/ec/>. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>. To look up expenditures and salaries for a specific school district, see the Ed-Data Web site at: <http://www.ed-data.org>.

Types of Services Funded (Fiscal Year 2011-12)

This section provides specific information about the types of programs and services available at the school that support and assists students. For example, this narrative may include information about supplemental educational services related to the school's federal Program Improvement (PI) status.

In addition to general state funding, all schools within Fountain Valley School District received state and federal categorical funding for the following support programs:

- School & Library Improvement Program
- Gifted & Talented Education (GATE)
- Title II, Staff Development
- Title III, Economic Impact Aide
- Title IV, Safe & Drug Free Schools & Communities
- Title V, Innovative Programs
- Peer Assistance & Review (PAR)

Teacher and Administrative Salaries (Fiscal Year 2010-11)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$39,839	\$41,246
Mid-Range Teacher Salary	\$74,395	\$67,400
Highest Teacher Salary	\$90,898	\$85,481
Average Principal Salary (Elementary)	\$118,058	\$107,739
Average Principal Salary (Middle)	\$121,242	\$111,540
Average Principal Salary (High)		\$110,146
Superintendent Salary	\$250,575	\$180,572
Percent of Budget for Teacher Salaries	42%	42%
Percent of Budget for Administrative Salaries	8%	5%

* For detailed information on salaries, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>.

IX. Student Performance

The Standardized Testing and Reporting (STAR) Program consists of several key components, including:

- **California Standards Tests (CSTs)**, which include English-language arts (ELA) and mathematics in grades two through eleven; science in grades five, eight, and nine through eleven; and history-social science in grades eight, and nine through eleven.
- **California Modified Assessment (CMA)**, an alternate assessment that is based on modified achievement standards in ELA for grades three through eleven; mathematics for grades three through seven, Algebra I, and Geometry; and science in grades five and eight, and Life Science in grade ten. The CMA is designed to assess those students whose disabilities preclude them from achieving grade-level proficiency on an assessment of the California content standards with or without accommodations.
- **California Alternate Performance Assessment (CAPA)**, includes ELA and mathematics in grades two through eleven, and science for grades five, eight, and ten. The CAPA is given to those students with significant cognitive disabilities whose disabilities prevent them from taking either the CSTs with accommodations or modifications or the CMA with accommodations.

The assessments under the STAR Program show how well students are doing in relation to the state content standards. On each of these assessments, student scores are reported as performance levels.

For detailed information regarding the STAR Program results for each grade and performance level, including the percent of students not tested, see the CDE STAR Results Web site at <http://star.cde.ca.gov>.

Standardized Testing and Reporting Results for All Students - Three-Year Comparison

Subject	Percent of Students Scoring at Proficient or Advanced								
	School			District			State		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
English-Language Arts	81	79	TBD*	78	77	TBD*	52	54	56
Mathematics	86	89	TBD*	77	78	TBD*	48	50	51
Science	95	90	TBD*	83	82	TBD*	54	57	60
History-Social Science				73	72	TBD*	44	48	49

* Due to data corrections that are in progress, this information will be available by March 1, 2013.

** Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Standardized Testing and Reporting Results by Student Group - Most Recent Year

Group	Percent of Students Scoring at Proficient or Advanced			
	English-Language Arts	Mathematics	Science	History-Social Science
All Students in the LEA	TBD*	TBD*	TBD*	TBD*
All Student at the School	TBD*	TBD*	TBD*	
Male	TBD*	TBD*	TBD*	
Female	TBD*	TBD*	TBD*	
Black or African American				
American Indian or Alaska Native				
Asian	Due to data corrections that are in progress, this information will available by March 1, 2013.			
Filipino				
Hispanic or Latino				
Native Hawaiian/Pacific Islander				
White	TBD*	TBD*	TBD*	
Two or More Races				
Socioeconomically Disadvantaged	TBD*	TBD*	TBD*	
English Learners	TBD*	TBD*		
Students with Disabilities	TBD*	TBD*		
Students Receiving Migrant Education Services				

* Due to data corrections that are in progress, this information will available by March 1, 2013.

** Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

California Physical Fitness Test Results (School Year 2011-12)

The California Physical Fitness Test (PFT) is administered to students in grades five, seven, and nine only. This table displays by grade level the percent of students meeting the fitness standards for the most recent testing period. For detailed information regarding this test, and comparisons of a school's test results to the district and state, see the CDE PFT webpage at <http://www.cde.ca.gov/ta/tg/pf/>.

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
5	16.1	37.1	29

* Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

X. Accountability

Academic Performance Index

The Academic Performance Index (API) is an annual measure of state academic performance and progress of schools in California. API scores range from 200 to 1,000, with a statewide target of 800. For detailed information about the API, see the CDE API webpage at <http://www.cde.ca.gov/ta/ac/ap/>.

Academic Performance Index Ranks - Three-Year Comparison

This table displays the school's statewide and similar schools' API ranks. The **statewide API rank** ranges from 1 to 10. A statewide rank of 1 means that the school has an API score in the lowest ten percent of all schools in the state, while a statewide rank of 10 means that the school has an API score in the highest ten percent of all schools in the state.

The **similar schools API rank** reflects how a school compares to 100 statistically matched “similar schools.” A similar schools rank of 1 means that the school’s academic performance is comparable to the lowest performing ten schools of the 100 similar schools, while a similar schools rank of 10 means that the school’s academic performance is better than at least 90 of the 100 similar schools.

API Rank	2009	2010	2011
Statewide	10	10	10
Similar Schools	10	10	10

Academic Performance Index Growth by Student Group – Three-Year Comparison

Group	Actual API Change		
	2009-10	2010-11	2011-12
All Students at the School	-8	3	11
Black or African American			
American Indian or Alaska Native			
Asian			
Filipino			
Hispanic or Latino			
Native Hawaiian/Pacific Islander			
White	0	-3	8
Two or More Races			
Socioeconomically Disadvantaged	-28	29	-4
English Learners			
Students with Disabilities			

* Due to data corrections that are in progress, this information will available by March 1, 2013.

** "N/D" means that no data were available to the CDE or LEA to report. "B" means the school did not have a valid API Base and there is no Growth or target information. "C" means the school had significant demographic changes and there is no Growth or target information.

Academic Performance Index Growth by Student Group - 2012 Growth API Comparison

This table displays, by student group, the number of students included in the API and the 2012 Growth API at the school, district, and state level.

Group	2012 Growth API					
	School		District		State	
	# of Students	Growth API	# of Students	Growth API	# of Students	Growth API
All Students at the School	263	933	4,997	911	4,664,264	788
Black or African American	5		47	856	313,201	710
American Indian or Alaska Native	2		27	805	31,606	742
Asian	42	973	1,705	952	404,670	905
Filipino	5		65	951	124,824	869
Hispanic or Latino	54	923	751	856	2,425,230	740
Native Hawaiian/Pacific Islander	1		33	907	26,563	775
White	147	929	2,274	899	1,221,860	853
Two or More Races	4		67	929	88,428	849
Socioeconomically Disadvantaged	77	908	1,219	863	2,779,680	737
English Learners	33	920	832	882	1,530,297	716
Students with Disabilities	TBD*	TBD*	TBD*	TBD*	530,935	607

* Due to data corrections that are in progress, this information will available by March 1, 2013.

Adequate Yearly Progress

The federal ESEA requires that all schools and districts meet the following Adequate Yearly Progress (AYP) criteria:

- Participation rate on the state's standards-based assessments in ELA and mathematics
- Percent proficient on the state's standards-based assessments in ELA and mathematics
- API as an additional indicator
- Graduation rate (for secondary schools)

Detailed information about AYP, including participation rates and percent proficient results by student group, can be found at the CDE Adequate Yearly Progress (AYP) webpage at <http://www.cde.ca.gov/ta/ac/ay/>.

Adequate Yearly Progress Overall and by Criteria (School Year 2011-12)

AYP Criteria	School	District
Made AYP Overall	Yes	No
Met Participation Rate: English-Language Arts	Yes	Yes
Met Participation Rate: Mathematics	Yes	Yes
Met Percent Proficient: English-Language Arts	Yes	Yes
Met Percent Proficient: Mathematics	Yes	No
Met API Criteria	Yes	Yes
Met Graduation Rate (if applicable)	N/A	N/A

Federal Intervention Program (School Year 2012-13)

Schools and districts receiving federal Title I funding enter Program Improvement (PI) if they do not make AYP for two consecutive years in the same content area (ELA or mathematics) or on the same indicator (API or graduation rate). After entering PI, schools and districts advance to the next level of intervention with each additional year that they do not make AYP. For detailed information about PI identification, see the CDE PI Status Determinations webpage: <http://www.cde.ca.gov/ta/ac/ay/tidetermine.asp>.

Indicator	School	District
Program Improvement Status		In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement		Year 2
Number of Schools Currently in Program Improvement	---	0
Percent of Schools Currently in Program Improvement	---	0

XI. Instructional Planning and Scheduling

Professional Development

This section provides information on the number of days provided for professional development and continuous professional growth in the most recent three year period. Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance, and data reporting, etc.)?

Staff development is a priority in the Fountain Valley School District. We value the impact highly skilled instructors have on student achievement. At the beginning of the school year we reserve three days and at the end of the year one day specifically for this purpose. In addition, during the school year teachers attend training either before, during, or beyond the school day. Throughout the District there are both school level and districtwide initiatives. Initiatives include:

- Differentiated Instruction
- Data-responsive Instruction
- Response to Intervention
- Technology Enhancements to Manage Student Data and to Facilitate Productivity
- Positive Behavior Intervention Systems
- Effective Reading Intervention Academy
- Professional Learning Communities
- ST Math
- Accelerated Reading

Urbain H. Plavan Elementary School

School Accountability Report Card

Reported Using Data from the 2011-12 School Year

Published During 2012-13

Every school in California is required by state law to publish a School Accountability Report Card (SARC), by February 1 of each year. The SARC contains information about the condition and performance of each California public school.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC webpage at <http://www.cde.ca.gov/ta/ac/sa/>.
- For additional information about the school, parents and community members should contact the school principal or the district office.

I. Data and Access

EdData Partnership Web Site

EdData is a partnership of the CDE, EdSource, and the Fiscal Crisis Management and Assistance Team (FCMAT) that provides extensive financial, demographic, and performance information about California's public kindergarten through grade twelve school districts and schools.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest webpage at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district, the county, and the state. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., state Academic Performance Index [API], federal Adequate Yearly Progress [AYP]), test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible. Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

II. About This School

Contact Information (School Year 2012-13)

School Contact Information	
School Name	Urbain H. Plavan Elementary School
Street	9675 Warner Ave.
City, State, Zip	Fountain Valley, CA 92708
Phone Number	(714) 378-4230
Principal	Julie Ballesteros
E-mail Address	BallesterosJ@fvgsd.us
CDS Code	30-66498-6085278

District Contact Information	
District Name	Fountain Valley School District
Phone Number	(714) 843-3200
Web Site	www.fvsd.k12.ca.us
Superintendent	Dr. Marc Ecker
E-mail Address	EckerM@fvsd.us

School Description and Mission Statement (School Year 2011-12)

This section provides information about the school, its programs and its goals.

At Plavan Elementary School, every member of the community is committed to providing a challenging education that enables students to:

- Respectfully demonstrate responsibility toward others.
- Strive for a high level of individual academic achievement as determined by state and district standards.
- Confidently reach their full potentials as life-long learned citizens.
- Be independent thinkers with skills and ethics that support success in life.
- Contribute productively to an ever-changing and diverse community.

Plavan Elementary School provides a family-oriented, nurturing and safe place for students to learn, grow, and develop intellectually. Teachers, staff, and administrators continue to act on the principle that students come first. The educational programs at the school are tailored to meet the needs of the school population.

Fountain Valley School District is comprised of seven elementary schools and three middle schools. Plavan Elementary School is centrally located in Fountain Valley. In the 2011-12 school year, the school served 457 students in grades kindergarten through five on a traditional calendar schedule. The chart displays school enrollment broken down by ethnicity.

Opportunities for Parental Involvement (School Year 2011-12)

This section provides information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parent involvement.

Parents and the community are very supportive of the educational program at Plavan Elementary School. Parents are encouraged to become involved in their child's education by volunteering at the school, participating in school activities, and joining school committees and councils.

In addition to numerous community and business partnerships, the school benefits from an extremely active Parent-Teacher Organization (PTO). The PTO sponsors numerous fundraisers, awards programs, activities, and field trips throughout the school year. Additional opportunities for parent and community involvement include, but are not limited to, the following:

- Art- Meet the Masters
- Fountain Valley Educational Foundation
- Grade Level Plays
- School Musical
- School Site Council
- Scrip Program
- Jog-a-Thon
- Harvest Festival
- PTO

Contact Information

Parents who wish to participate in Plavan Elementary School's leadership teams, activities, or become a volunteer may contact the office at (714) 378-4230. The District's website (www.fvsd.k12.ca.us) also provides a variety of resources and helpful information for parents, students, and community members.

Student Enrollment by Grade Level (School Year 2011-12)

Grade Level	Number of Students
Kindergarten	62
Grade 1	86
Grade 2	92
Grade 3	75
Grade 4	79
Grade 5	63
Total Enrollment	457

Student Enrollment by Group (School Year 2011-12)

Group	Percent of Total Enrollment	Group	Percent of Total Enrollment
Black or African American	1.8	White	28.9
American Indian or Alaska Native	0	Two or More Races	3.5
Asian	48.8	Socioeconomically Disadvantaged	26.7
Filipino	0.2	English Learners	30
Hispanic or Latino	14.2	Students with Disabilities	10.7
Native Hawaiian/Pacific Islander	1.1		

Average Class Size and Class Size Distribution (Elementary)

Grade Level	2009-10				2010-11				2011-12			
	Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms		
		1-20	21-32	33+		1-20	21-32	33+		1-20	21-32	33+
K	26	0	3	0	24.7	0	3	0	29.5	0	2	0
1	23	0	3	0	24	1	3	0	27.7	0	3	0
2	23	0	3	0	28.5	0	2	0	24.5	1	3	0
3	29	0	2	0	29	0	3	0	29.5	0	2	0
4	30	0	2	0	30.5	0	2	0	29.7	0	3	0
5	33	0	0	2	26	1	2	1	31.3	0	3	0
Other												

* Number of classes indicates how many classes fall into each size category (a range of total students per class).

III. School Climate

School Safety Plan (School Year 2011-12)

This section provides information about the school's comprehensive safety plan, including the dates on which the safety plan was last reviewed, updated, and discussed with faculty; as well as a brief description of the key elements of the plan.

The safety of students and staff is a primary concern of Plavan Elementary. Students are supervised before school, during lunch and recess periods, and after school by teachers, administrators, trained aides, and classified staff. All visitors to the campus must sign in at the main office and wear a visitor's pass at all times during their stay on school grounds.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. The Safety Committee reviews and updates the Safe School Action Plan each year by March 1st. Any and all revisions to the plan are immediately communicated to classified and certificated staff.

Key elements of the Safety Plan focus on the following:

- School rules & procedures
- Disaster procedures/routine & emergency drills
- Current status of school crime
- Notification to teachers
- Child abuse reporting procedures
- Schoolwide dress code
- Policies related to suspension/expulsion
- Sexual harassment policy
- Safe ingress & egress of pupils, parents, & school employees
- Bullying

The school's disaster preparedness plan includes steps for ensuring student and staff safety during a disaster. Fire, disaster, and lockdown drills are conducted on a rotating basis throughout the school year.

Suspensions and Expulsions

Rate*	School			District		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
Suspensions	0.22	0	0	1.63	2.49	2.37
Expulsions	0	0	0	0.03	0	.05

* The rate of suspensions and expulsions is calculated by dividing the total number of incidents by the total enrollment (and multiplying by 100).

IV. School Facilities

School Facility Conditions and Planned Improvements (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- The year and month in which the data were collected
- Description of any needed maintenance to ensure good repair

Year and month in which data were collected: 8/2012

Plavan School was originally constructed in 1972 and was thoroughly renovated between 2003 and 2005. The school is currently comprised of 22 permanent classrooms, a computer lab, a library, and a spacious playground. The facility strongly supports teaching and learning through its ample classroom and recreational space. The chart displays the results of the most recent facilities inspection.

Cleaning Process:

Plavan Elementary provides a safe and clean environment for students, staff, and volunteers. The District's Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with the school's custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

Maintenance & Repair:

A scheduled maintenance program is administered by Plavan Elementary's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

Deferred Maintenance Budget:

The State School Deferred Maintenance Program provides State matching funds on a dollar-for-dollar basis, to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior painting, and floor systems. For the 2010-11 school year, Fountain Valley School District did not participate in the State School Deferred Maintenance Budget Program.

School Facility Good Repair Status (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The Overall Rating (bottom row)

System Inspected	Repair Status				Repair Needed and Action Taken or Planned
	Exemplary	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	[X]	[]	[]	[]	
Interior: Interior Surfaces	[X]	[]	[]	[]	
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	[X]	[]	[]	[]	
Electrical: Electrical	[X]	[]	[]	[]	
Restrooms/Fountains: Restrooms, Sinks/ Fountains	[X]	[]	[]	[]	
Safety: Fire Safety, Hazardous Materials	[X]	[]	[]	[]	
Structural: Structural Damage, Roofs	[X]	[]	[]	[]	
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	[]	[X]	[]	[]	Future deferred maintenance item
Overall Rating	[X]	[]	[]	[]	

V. Teachers

Teacher Credentials

Teachers	School			District
	2009-10	2010-11	2011-12	2011-12
With Full Credential	21	22	21	246
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence	0	0	0	---

Teacher Misassignments and Vacant Teacher Positions

Indicator	2010-11	2011-12	2012-13
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments	0	0	0
Vacant Teacher Positions	0	0	0

* "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

Core Academic Classes Taught by Highly Qualified Teachers (School Year 2011-12)

The Federal Elementary and Secondary Education Act (ESEA), also known as No Child Left Behind (NCLB), requires that core academic subjects be taught by Highly Qualified Teachers, defined as having at least a bachelor's degree, an appropriate California teaching credential, and demonstrated core academic subject area competence. For more information, see the CDE *Improving Teacher and Principal Quality* webpage at: <http://www.cde.ca.gov/nclb/sr/tq/>

Location of Classes	Percent of Classes In Core Academic Subjects	
	Taught by Highly Qualified Teachers	Not Taught by Highly Qualified Teachers
This School	94.74	5.26
All Schools in District	99.8	0.2
High-Poverty Schools in District	0	0
Low-Poverty Schools in District	100	0

* High-poverty schools are defined as those schools with student eligibility of approximately 40 percent or more in the free and reduced price meals program. Low-poverty schools are those with student eligibility of approximately 25 percent or less in the free and reduced price meals program.

VI. Support Staff

Academic Counselors and Other Support Staff (School Year 2011-12)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor		
Counselor (Social/Behavioral or Career Development)		---
Library Media Teacher (Librarian)		---
Library Media Services Staff (Paraprofessional)	.25	---
Psychologist	.4	---
Social Worker		---
Nurse	.2	---
Speech/Language/Hearing Specialist	1.0	---
Resource Specialist	1.0	---
Other		---

* One Full-Time Equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

VII. Curriculum and Instructional Materials

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2012-13)

This section describes whether the textbooks and instructional materials used at the school are from the most recent adoption; whether there are sufficient textbooks and instructional materials for each student; and information about the school's use of any supplemental curriculum or non-adopted textbooks or instructional materials.

Year and month in which data were collected: October, 2012

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The district held a Public Hearing on October 18, 2012, and determined that each school within the district has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

All students, including English Learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. All textbooks and instructional materials used within the district are aligned with the California State Content Standards and Frameworks and have been approved by the Board of Trustees. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available.

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Houghton-Mifflin Curriculum Associates Holt Adoption Year 2002	Yes	0.0%
Mathematics	Houghton-Mifflin McGraw-Hill Prentice-Hall Holt McDougal-Littell Adoption Year 2001	Yes	0.0%
Science	Houghton-Mifflin Prentice-Hall Adoption Year 2008	Yes	0.0%
History-Social Science	Scott Foresman Holt Adoption Year 2006	Yes	0.0%

VIII. School Finances

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2010-11)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/Restricted	Basic/Unrestricted	
School Site	\$6,388	\$2,900	\$3,488	\$69,589
District	---	---	\$3,646	\$71,228
Percent Difference: School Site and District	---	---	-4.3%	-2.3%
State	---	---	\$5,455	\$69,404
Percent Difference: School Site and State	---	---	-36.1%	0.3%

* **Supplemental/Restricted** expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

** **Basic/Unrestricted expenditures** are from money whose use, except for general guidelines, is not controlled by law or by a donor.

For detailed information on school expenditures for all districts in California, see the CDE Current Expense of Education & Per-pupil Spending webpage at <http://www.cde.ca.gov/ds/fd/ec/>. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>. To look up expenditures and salaries for a specific school district, see the Ed-Data Web site at: <http://www.ed-data.org>.

Types of Services Funded (Fiscal Year 2011-12)

This section provides specific information about the types of programs and services available at the school that support and assist students. For example, this narrative may include information about supplemental educational services related to the school's federal Program Improvement (PI) status.

In addition to general state funding, all schools within Fountain Valley School District received state and federal categorical funding for the following support programs:

- Title II, Staff Development
- Title III, Economic Impact Aide
- Title IV, Safe & Drug Free Schools & Communities
- Title V, Innovative Programs
- Peer Assistance & Review (PAR)

Teacher and Administrative Salaries (Fiscal Year 2010-11)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$39,839	\$41,246
Mid-Range Teacher Salary	\$74,395	\$67,400
Highest Teacher Salary	\$90,898	\$85,481
Average Principal Salary (Elementary)	\$118,058	\$107,739
Average Principal Salary (Middle)	\$121,242	\$111,540
Average Principal Salary (High)		\$110,146
Superintendent Salary	\$250,575	\$180,572
Percent of Budget for Teacher Salaries	42%	42%
Percent of Budget for Administrative Salaries	8%	5%

* For detailed information on salaries, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>.

IX. Student Performance

The Standardized Testing and Reporting (STAR) Program consists of several key components, including:

- **California Standards Tests (CSTs)**, which include English-language arts (ELA) and mathematics in grades two through eleven; science in grades five, eight, and nine through eleven; and history-social science in grades eight, and nine through eleven.
- **California Modified Assessment (CMA)**, an alternate assessment that is based on modified achievement standards in ELA for grades three through eleven; mathematics for grades three through seven, Algebra I, and Geometry; and science in grades five and eight, and Life Science in grade ten. The CMA is designed to assess those students whose disabilities preclude them from achieving grade-level proficiency on an assessment of the California content standards with or without accommodations.
- **California Alternate Performance Assessment (CAPA)**, includes ELA and mathematics in grades two through eleven, and science for grades five, eight, and ten. The CAPA is given to those students with significant cognitive disabilities whose disabilities prevent them from taking either the CSTs with accommodations or modifications or the CMA with accommodations.

The assessments under the STAR Program show how well students are doing in relation to the state content standards. On each of these assessments, student scores are reported as performance levels.

For detailed information regarding the STAR Program results for each grade and performance level, including the percent of students not tested, see the CDE STAR Results Web site at <http://star.cde.ca.gov>.

Standardized Testing and Reporting Results for All Students - Three-Year Comparison

Subject	Percent of Students Scoring at Proficient or Advanced								
	School			District			State		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
English-Language Arts	83	75	TBD*	78	77	TBD*	52	54	56
Mathematics	81	79	TBD*	77	78	TBD*	48	50	51
Science	84	80	TBD*	83	82	TBD*	54	57	60
History-Social Science				73	72	TBD*	44	48	49

* Due to data corrections that are in progress, this information will be available by March 1, 2013.

** Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Standardized Testing and Reporting Results by Student Group - Most Recent Year

Group	Percent of Students Scoring at Proficient or Advanced			
	English-Language Arts	Mathematics	Science	History-Social Science
All Students in the LEA	TBD*	TBD*	TBD*	TBD*
All Student at the School	TBD*	TBD*	TBD*	
Male	TBD*	TBD*	TBD*	
Female	TBD*	TBD*	TBD*	
Black or African American				
American Indian or Alaska Native				
Asian	Due to data corrections that are in progress, this information will available by March 1, 2013.			
Filipino				
Hispanic or Latino				
Native Hawaiian/Pacific Islander				
White	TBD*	TBD*	TBD*	
Two or More Races	TBD*	TBD*		
Socioeconomically Disadvantaged	TBD*	TBD*		
English Learners	TBD*	TBD*		
Students with Disabilities	TBD*	TBD*		
Students Receiving Migrant Education Services				

* Due to data corrections that are in progress, this information will available by March 1, 2013.

** Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

California Physical Fitness Test Results (School Year 2011-12)

The California Physical Fitness Test (PFT) is administered to students in grades five, seven, and nine only. This table displays by grade level the percent of students meeting the fitness standards for the most recent testing period. For detailed information regarding this test, and comparisons of a school's test results to the district and state, see the CDE PFT webpage at <http://www.cde.ca.gov/ta/tg/pf/>.

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
5	16.9	35.6	37.3

* Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

X. Accountability

Academic Performance Index

The Academic Performance Index (API) is an annual measure of state academic performance and progress of schools in California. API scores range from 200 to 1,000, with a statewide target of 800. For detailed information about the API, see the CDE API webpage at <http://www.cde.ca.gov/ta/ac/ap/>.

Academic Performance Index Ranks - Three-Year Comparison

This table displays the school's statewide and similar schools' API ranks. The **statewide API rank** ranges from 1 to 10. A statewide rank of 1 means that the school has an API score in the lowest ten percent of all schools in the state, while a statewide rank of 10 means that the school has an API score in the highest ten percent of all schools in the state.

The **similar schools API rank** reflects how a school compares to 100 statistically matched “similar schools.” A similar schools rank of 1 means that the school’s academic performance is comparable to the lowest performing ten schools of the 100 similar schools, while a similar schools rank of 10 means that the school’s academic performance is better than at least 90 of the 100 similar schools.

API Rank	2009	2010	2011
Statewide	9	10	9
Similar Schools	5	6	2

Academic Performance Index Growth by Student Group – Three-Year Comparison

Group	Actual API Change		
	2009-10	2010-11	2011-12
All Students at the School	20	-29	45
Black or African American			
American Indian or Alaska Native			
Asian	20	-8	30
Filipino			
Hispanic or Latino			
Native Hawaiian/Pacific Islander			
White	15	-47	39
Two or More Races			
Socioeconomically Disadvantaged	70	-12	42
English Learners	6	1	40
Students with Disabilities			

* Due to data corrections that are in progress, this information will available by March 1, 2013.

** "N/D" means that no data were available to the CDE or LEA to report. "B" means the school did not have a valid API Base and there is no Growth or target information. "C" means the school had significant demographic changes and there is no Growth or target information.

Academic Performance Index Growth by Student Group - 2012 Growth API Comparison

This table displays, by student group, the number of students included in the API and the 2012 Growth API at the school, district, and state level.

Group	2012 Growth API					
	School		District		State	
	# of Students	Growth API	# of Students	Growth API	# of Students	Growth API
All Students at the School	301	933	4,997	911	4,664,264	788
Black or African American	4		47	856	313,201	710
American Indian or Alaska Native	0		27	805	31,606	742
Asian	153	955	1,705	952	404,670	905
Filipino	0		65	951	124,824	869
Hispanic or Latino	38	905	751	856	2,425,230	740
Native Hawaiian/Pacific Islander	3		33	907	26,563	775
White	92	917	2,274	899	1,221,860	853
Two or More Races	9		67	929	88,428	849
Socioeconomically Disadvantaged	81	908	1,219	863	2,779,680	737
English Learners	85	941	832	882	1,530,297	716
Students with Disabilities	TBD*	TBD*	TBD*	TBD*	530,935	607

* Due to data corrections that are in progress, this information will available by March 1, 2013.

Adequate Yearly Progress

The federal ESEA requires that all schools and districts meet the following Adequate Yearly Progress (AYP) criteria:

- Participation rate on the state's standards-based assessments in ELA and mathematics
- Percent proficient on the state's standards-based assessments in ELA and mathematics
- API as an additional indicator
- Graduation rate (for secondary schools)

Detailed information about AYP, including participation rates and percent proficient results by student group, can be found at the CDE Adequate Yearly Progress (AYP) webpage at <http://www.cde.ca.gov/ta/ac/ay/>.

Adequate Yearly Progress Overall and by Criteria (School Year 2011-12)

AYP Criteria	School	District
Made AYP Overall	Yes	No
Met Participation Rate: English-Language Arts	Yes	Yes
Met Participation Rate: Mathematics	Yes	Yes
Met Percent Proficient: English-Language Arts	Yes	Yes
Met Percent Proficient: Mathematics	Yes	No
Met API Criteria	Yes	Yes
Met Graduation Rate (if applicable)	N/A	N/A

Federal Intervention Program (School Year 2012-13)

Schools and districts receiving federal Title I funding enter Program Improvement (PI) if they do not make AYP for two consecutive years in the same content area (ELA or mathematics) or on the same indicator (API or graduation rate). After entering PI, schools and districts advance to the next level of intervention with each additional year that they do not make AYP. For detailed information about PI identification, see the CDE PI Status Determinations webpage: <http://www.cde.ca.gov/ta/ac/ay/tidetermine.asp>.

Indicator	School	District
Program Improvement Status		In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement		Year 2
Number of Schools Currently in Program Improvement	---	0
Percent of Schools Currently in Program Improvement	---	0

XI. Instructional Planning and Scheduling

Professional Development

This section provides information on the number of days provided for professional development and continuous professional growth in the most recent three year period. Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance, and data reporting, etc.)?

Staff development is a priority in the Fountain Valley School District. We value the impact highly skilled instructors have on student achievement. At the beginning of the school year we reserve three days and at the end of the year one day specifically for this purpose. In addition, during the school year teachers attend training either before, during, or beyond the school day. Throughout the District there are both school level and districtwide initiatives. Initiatives include:

- Thinking Maps
- Differentiated Instruction
- Data-responsive Instruction
- Response to Intervention
- Learning Walks
- ST Math
- Accelerated Reading
- Technology Enhancements to Manage Student Data and to Facilitate Productivity
- Positive Behavior Intervention Systems
- Bullying Policy
- Professional Learning Communities

Samuel E. Talbert Middle School

School Accountability Report Card

Reported Using Data from the 2011-12 School Year

Published During 2012-13

Every school in California is required by state law to publish a School Accountability Report Card (SARC), by February 1 of each year. The SARC contains information about the condition and performance of each California public school.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC webpage at <http://www.cde.ca.gov/ta/ac/sa/>.
- For additional information about the school, parents and community members should contact the school principal or the district office.

I. Data and Access

EdData Partnership Web Site

EdData is a partnership of the CDE, EdSource, and the Fiscal Crisis Management and Assistance Team (FCMAT) that provides extensive financial, demographic, and performance information about California's public kindergarten through grade twelve school districts and schools.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest webpage at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district, the county, and the state. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., state Academic Performance Index [API], federal Adequate Yearly Progress [AYP]), test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible. Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

II. About This School

Contact Information (School Year 2012-13)

School Contact Information	
School Name	Samuel E. Talbert Middle School
Street	9101 Brabham Drive
City, State, Zip	Huntington Beach, CA 92646
Phone Number	(714) 378-4220
Principal	Cara Robinson
E-mail Address	RobinsonC@fvsd.us
CDS Code	30-66498-6071096

District Contact Information	
District Name	Fountain Valley School District
Phone Number	(714) 843-3200
Web Site	www.fvsd.k12.ca.us
Superintendent	Dr. Marc Ecker
E-mail Address	EckerM@fvsd.us

School Description and Mission Statement (School Year 2011-12)

This section provides information about the school, its programs and its goals.

Talbert Middle School believes that in order to prepare our students to become thoughtful, productive, and contributing citizens of the future, we must provide a safe, stimulating, inspiring educational environment which challenges each student's capacity to grow intellectually while at the same time respects and supports his/her needs to grow socially and emotionally. Our mission is to provide a program where students will:

- Use and apply higher level thinking skills
- Become an integral, important part of the school and community connected in a positive way not only to peers but also to the staff and school as a whole.
- Become productive, culturally literate citizens and develop the ability to make appropriate moral and ethical judgments as befits citizens in a democratic society.
- Have the opportunity to participate in community service programs.

Talbert Middle School offers a diversified program, featuring a wide variety of activities, both curricular and extracurricular. These opportunities promote high student interest, a sense of tradition, and a quality learning experience for all students.

In addition to academics, the staff at Talbert Middle School strives to assist students in their social and personal development. Staff members are trained to recognize at-risk behavior in all students. The school values the importance of on-site counseling and has procedures in place to insure that students receive the services they need. Staff members are devoted to helping students deal with problems and assisting them to reach positive goals.

Fountain Valley School District is comprised of eight elementary schools and three middle schools. Talbert Middle School is located southwest of Fountain Valley in Huntington Beach. In the 2011-12 school year, the school served 535 students in grades six through eight on a traditional calendar schedule. The chart displays school enrollment broken down by ethnicity.

Opportunities for Parental Involvement (School Year 2011-12)

This section provides information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parent involvement.

Parents and the community are very supportive of the educational program at Talbert Middle School. Parents are encouraged to become involved in their child's education by volunteering at the school, participating in school activities, and joining school committees and councils.

In addition to numerous community and business partnerships, the school benefits from an extremely active Parent-Teacher Organization (PTO). The PTO sponsors numerous fundraisers, awards programs, activities, and field trips throughout the school year. Additional opportunities for parental and community involvement include, but are not limited to, the following:

- Fountain Valley Educational Foundation
- Legislative Action Committee
- School Site Council

Contact Information

Parents who wish to participate in Talbert Middle School's leadership teams, activities, or become a volunteer may contact the office at (714) 378-4220. The District's website (www.fvsd.k12.ca.us) also provides a variety of resources and helpful information for parents, students, and community members.

Student Enrollment by Grade Level (School Year 2011-12)

Grade Level	Number of Students
Grade 6	166
Grade 7	179
Grade 8	190
Total Enrollment	535

Student Enrollment by Group (School Year 2011-12)

Group	Percent of Total Enrollment	Group	Percent of Total Enrollment
Black or African American	1.1	White	63.9
American Indian or Alaska Native	1.1	Two or More Races	0.2
Asian	13.6	Socioeconomically Disadvantaged	24.1
Filipino	0.9	English Learners	7.7
Hispanic or Latino	17.9	Students with Disabilities	15.5
Native Hawaiian/Pacific Islander	0.7		

Average Class Size and Class Size Distribution (Secondary)

Subject	2009-10				2010-11				2011-12			
	Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms		
		1-22	23-32	33+		1-22	23-32	33+		1-22	23-32	33+
English	25	4	15	2	24.4	7	7	2	24.9	4	12	1
Mathematics	23	6	15	0	24.9	4	10	1	25.1	5	7	3
Science	28	1	15	2	30.1	0	10	2	26.6	2	11	2
Social Science	28	2	14	2	28.8	1	10	2	25.1	3	11	1

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

III. School Climate

School Safety Plan (School Year 2011-12)

This section provides information about the school's comprehensive safety plan, including the dates on which the safety plan was last reviewed, updated, and discussed with faculty; as well as a brief description of the key elements of the plan.

The safety of students and staff is a primary concern of Talbert Middle School. Students are supervised before school, during lunch and recess periods, and after school by teachers, administrators, trained aides, and classified staff. All visitors to the campus must sign in at the main office and wear a visitor's pass at all times during their stay on school grounds.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. The Safety Committee reviews and updates the Safe School Action Plan each year by March 1st. Any and all revisions to the plan are immediately communicated to classified and certificated staff.

Key elements of the Safety Plan focus on the following:

- School rules & procedures
- Disaster procedures/routine & emergency drills
- Current status of school crime
- Notification to teachers
- Child abuse reporting procedures
- Schoolwide dress code
- Policies related to suspension/expulsion
- Sexual harassment policy
- Safe ingress & egress of pupils, parents, & school employees

The school's disaster preparedness plan includes steps for ensuring student and staff safety during a disaster. Fire, disaster, and lockdown drills are conducted on a rotating basis throughout the school year.

Suspensions and Expulsions

Rate*	School			District		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
Suspensions	5.2	5.58	3.67	1.63	2.49	2.37
Expulsions	0.19	0	.18	0.03	0	.05

* The rate of suspensions and expulsions is calculated by dividing the total number of incidents by the total enrollment (and multiplying by 100).

IV. School Facilities

School Facility Conditions and Planned Improvements (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- The year and month in which the data were collected
- Description of any needed maintenance to ensure good repair

Year and month in which data were collected: 8/2012

Talbert Middle School was originally constructed in 1972 and was completely modernized between 2003 and 2005. The school is currently comprised of 28 classrooms, two computer labs, a library, an event center, a wood shop, and a spacious playground. The facility strongly supports teaching and learning through its ample classroom and recreational space. The chart displays the results of the most recent facilities inspection.

Cleaning Process:

Talbert Middle School provides a safe and clean environment for students, staff, and volunteers. The District's Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works with the school's custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

Maintenance & Repair:

A scheduled maintenance program is administered by Talbert Middle School's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

Deferred Maintenance Budget:

The State School Deferred Maintenance Program provides State matching funds on a dollar-for-dollar basis, to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior painting, and floor systems. For the 2010-11 school year, Fountain Valley School District did not participate in the State School Deferred Maintenance Budget Program.

School Facility Good Repair Status (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The Overall Rating (bottom row)

System Inspected	Repair Status				Repair Needed and Action Taken or Planned
	Exemplary	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	[X]	[]	[]	[]	
Interior: Interior Surfaces	[X]	[]	[]	[]	
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	[X]	[]	[]	[]	
Electrical: Electrical	[X]	[]	[]	[]	
Restrooms/Fountains: Restrooms, Sinks/ Fountains	[X]	[]	[]	[]	
Safety: Fire Safety, Hazardous Materials	[X]	[]	[]	[]	
Structural: Structural Damage, Roofs	[X]	[]	[]	[]	
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	[]	[X]	[]	[]	Future deferred maintenance item.
Overall Rating	[X]	[]	[]	[]	

V. Teachers

Teacher Credentials

Teachers	School			District
	2009-10	2010-11	2011-12	2011-12
With Full Credential	22	23	22	246
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence	0	0	0	---

Teacher Misassignments and Vacant Teacher Positions

Indicator	2010-11	2011-12	2012-13
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments	0	0	0
Vacant Teacher Positions	0	0	0

* "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

Core Academic Classes Taught by Highly Qualified Teachers (School Year 2011-12)

The Federal Elementary and Secondary Education Act (ESEA), also known as No Child Left Behind (NCLB), requires that core academic subjects be taught by Highly Qualified Teachers, defined as having at least a bachelor's degree, an appropriate California teaching credential, and demonstrated core academic subject area competence. For more information, see the CDE *Improving Teacher and Principal Quality* webpage at: <http://www.cde.ca.gov/nclb/sr/tq/>

Location of Classes	Percent of Classes In Core Academic Subjects	
	Taught by Highly Qualified Teachers	Not Taught by Highly Qualified Teachers
This School	100	0
All Schools in District	99.8	0.2
High-Poverty Schools in District	0	0
Low-Poverty Schools in District	100	0

* High-poverty schools are defined as those schools with student eligibility of approximately 40 percent or more in the free and reduced price meals program. Low-poverty schools are those with student eligibility of approximately 25 percent or less in the free and reduced price meals program.

VI. Support Staff

Academic Counselors and Other Support Staff (School Year 2011-12)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor		
Counselor (Social/Behavioral or Career Development)	.6	---
Library Media Teacher (Librarian)		---
Library Media Services Staff (Paraprofessional)	.25	---
Psychologist	.6	---
Social Worker		---
Nurse	.2	---
Speech/Language/Hearing Specialist	1.0	---
Resource Specialist	3.0	---
Other		---

* One Full-Time Equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

VII. Curriculum and Instructional Materials

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2012-13)

This section describes whether the textbooks and instructional materials used at the school are from the most recent adoption; whether there are sufficient textbooks and instructional materials for each student; and information about the school's use of any supplemental curriculum or non-adopted textbooks or instructional materials.

Year and month in which data were collected: October, 2012

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The district held a Public Hearing on October 18, 2012, and determined that each school within the district has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

All students, including English Learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. All textbooks and instructional materials used within the district are aligned with the California State Content Standards and Frameworks and have been approved by the Board of Trustees. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available.

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Holt Adoption Year 2002	Yes	0.0%
Mathematics	McDougal-Littell Prentice Hall Adoption Year 2001	Yes	0.0%
Science	Prentice Hall Adoption Year 2008	Yes	0.0%
History-Social Science	Holt Adoption Year 2006	Yes	0.0%

VIII. School Finances

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2010-11)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/ Restricted	Basic/ Unrestricted	
School Site	\$5,470	\$1,898	\$3,572	\$66,996
District	---	---	\$3,646	\$71,228
Percent Difference: School Site and District	---	---	-2.0%	-5.9%
State	---	---	\$5,455	\$69,404
Percent Difference: School Site and State	---	---	-34.5%	-3.5%

* **Supplemental/Restricted** expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

** **Basic/Unrestricted expenditures** are from money whose use, except for general guidelines, is not controlled by law or by a donor.

For detailed information on school expenditures for all districts in California, see the CDE Current Expense of Education & Per-pupil Spending webpage at <http://www.cde.ca.gov/ds/fd/ec/>. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>. To look up expenditures and salaries for a specific school district, see the Ed-Data Web site at: <http://www.ed-data.org>.

Types of Services Funded (Fiscal Year 2011-12)

This section provides specific information about the types of programs and services available at the school that support and assist students. For example, this narrative may include information about supplemental educational services related to the school's federal Program Improvement (PI) status.

In addition to general state funding, all schools within Fountain Valley School District received state and federal categorical funding for the following support programs:

- School & Library Improvement Program
- Gifted & Talented Education (GATE)
- Title II, Staff Development
- Title III, Economic Impact Aid
- Title IV, Safe & Drug Free Schools & Communities
- Title V, Innovative Programs
- Peer Assistance & Review (PAR)

Teacher and Administrative Salaries (Fiscal Year 2010-11)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$39,839	\$41,246
Mid-Range Teacher Salary	\$74,395	\$67,400
Highest Teacher Salary	\$90,898	\$85,481
Average Principal Salary (Elementary)	\$118,058	\$107,739
Average Principal Salary (Middle)	\$121,242	\$111,540
Average Principal Salary (High)		\$110,146
Superintendent Salary	\$250,575	\$180,572
Percent of Budget for Teacher Salaries	42%	42%
Percent of Budget for Administrative Salaries	8%	5%

* For detailed information on salaries, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>.

IX. Student Performance

The Standardized Testing and Reporting (STAR) Program consists of several key components, including:

- **California Standards Tests (CSTs)**, which include English-language arts (ELA) and mathematics in grades two through eleven; science in grades five, eight, and nine through eleven; and history-social science in grades eight, and nine through eleven.
- **California Modified Assessment (CMA)**, an alternate assessment that is based on modified achievement standards in ELA for grades three through eleven; mathematics for grades three through seven, Algebra I, and Geometry; and science in grades five and eight, and Life Science in grade ten. The CMA is designed to assess those students whose disabilities preclude them from achieving grade-level proficiency on an assessment of the California content standards with or without accommodations.
- **California Alternate Performance Assessment (CAPA)**, includes ELA and mathematics in grades two through eleven, and science for grades five, eight, and ten. The CAPA is given to those students with significant cognitive disabilities whose disabilities prevent them from taking either the CSTs with accommodations or modifications or the CMA with accommodations.

The assessments under the STAR Program show how well students are doing in relation to the state content standards. On each of these assessments, student scores are reported as performance levels.

For detailed information regarding the STAR Program results for each grade and performance level, including the percent of students not tested, see the CDE STAR Results Web site at <http://star.cde.ca.gov>.

Standardized Testing and Reporting Results for All Students - Three-Year Comparison

Subject	Percent of Students Scoring at Proficient or Advanced								
	School			District			State		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
English-Language Arts	71	68	TBD*	78	77	TBD*	52	54	56
Mathematics	60	55	TBD*	77	78	TBD*	48	50	51
Science	83	72	TBD*	83	82	TBD*	54	57	60
History-Social Science	61	61	TBD*	73	72	TBD*	44	48	49

* Due to data corrections that are in progress, this information will available by March 1, 2013.

** Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Standardized Testing and Reporting Results by Student Group - Most Recent Year

Group	Percent of Students Scoring at Proficient or Advanced			
	English-Language Arts	Mathematics	Science	History-Social Science
All Students in the LEA	TBD*	TBD*	TBD*	TBD*
All Student at the School	TBD*	TBD*	TBD*	TBD*
Male	TBD*	TBD*	TBD*	TBD*
Female	TBD*	TBD*	TBD*	TBD*
Black or African American				
American Indian or Alaska Native				
Asian	<div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>Due to data corrections that are in progress, this information will available by March 1, 2013.</p> </div>			
Filipino				
Hispanic or Latino				
Native Hawaiian/Pacific Islander				
White	TBD*	TBD*	TBD*	TBD*
Two or More Races				
Socioeconomically Disadvantaged	TBD*	TBD*	TBD*	TBD*
English Learners	TBD*	TBD*		
Students with Disabilities	TBD*	TBD*	TBD*	TBD*
Students Receiving Migrant Education Services				

* Due to data corrections that are in progress, this information will available by March 1, 2013.

** Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

California Physical Fitness Test Results (School Year 2011-12)

The California Physical Fitness Test (PFT) is administered to students in grades five, seven, and nine only. This table displays by grade level the percent of students meeting the fitness standards for the most recent testing period. For detailed information regarding this test, and comparisons of a school's test results to the district and state, see the CDE PFT webpage at <http://www.cde.ca.gov/ta/tg/pf/>.

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
7	15.5	26.5	46.4

* Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

X. Accountability

Academic Performance Index

The Academic Performance Index (API) is an annual measure of state academic performance and progress of schools in California. API scores range from 200 to 1,000, with a statewide target of 800. For detailed information about the API, see the CDE API webpage at <http://www.cde.ca.gov/ta/ac/ap/>.

Academic Performance Index Ranks - Three-Year Comparison

This table displays the school's statewide and similar schools' API ranks. The **statewide API rank** ranges from 1 to 10. A statewide rank of 1 means that the school has an API score in the lowest ten percent of all schools in the state, while a statewide rank of 10 means that the school has an API score in the highest ten percent of all schools in the state.

The **similar schools API rank** reflects how a school compares to 100 statistically matched "similar schools." A similar schools rank of 1 means that the school's academic performance is comparable to the lowest performing ten schools of the 100 similar schools, while a similar schools rank of 10 means that the school's academic performance is better than at least 90 of the 100 similar schools.

API Rank	2009	2010	2011
Statewide	9	8	7
Similar Schools	7	5	2

Academic Performance Index Growth by Student Group – Three-Year Comparison

Group	Actual API Change		
	2009-10	2010-11	2011-12
All Students at the School	-6	-21	56
Black or African American			
American Indian or Alaska Native			
Asian			
Filipino			
Hispanic or Latino	5	-22	62
Native Hawaiian/Pacific Islander			
White	-10	-29	63
Two or More Races			
Socioeconomically Disadvantaged		-19	59
English Learners			
Students with Disabilities	-36	-56	TBD*

* Due to data corrections that are in progress, this information will be available by March 1, 2013.

** "N/D" means that no data were available to the CDE or LEA to report. "B" means the school did not have a valid API Base and there is no Growth or target information. "C" means the school had significant demographic changes and there is no Growth or target information.

Academic Performance Index Growth by Student Group - 2012 Growth API Comparison

This table displays, by student group, the number of students included in the API and the 2012 Growth API at the school, district, and state level.

Group	2012 Growth API					
	School		District		State	
	# of Students	Growth API	# of Students	Growth API	# of Students	Growth API
All Students at the School	525	868	4,997	911	4,664,264	788
Black or African American	6		47	856	313,201	710
American Indian or Alaska Native	6		27	805	31,606	742
Asian	71	953	1,705	952	404,670	905
Filipino	4		65	951	124,824	869
Hispanic or Latino	93	832	751	856	2,425,230	740
Native Hawaiian/Pacific Islander	4		33	907	26,563	775
White	338	860	2,274	899	1,221,860	853
Two or More Races	1		67	929	88,428	849
Socioeconomically Disadvantaged	129	807	1,219	863	2,779,680	737
English Learners	41	738	832	882	1,530,297	716
Students with Disabilities	TBD*	TBD*	TBD*	TBD*	530,935	607

* Due to data corrections that are in progress, this information will be available by March 1, 2013.

Adequate Yearly Progress

The federal ESEA requires that all schools and districts meet the following Adequate Yearly Progress (AYP) criteria:

- Participation rate on the state's standards-based assessments in ELA and mathematics
- Percent proficient on the state's standards-based assessments in ELA and mathematics
- API as an additional indicator
- Graduation rate (for secondary schools)

Detailed information about AYP, including participation rates and percent proficient results by student group, can be found at the CDE Adequate Yearly Progress (AYP) webpage at <http://www.cde.ca.gov/ta/ac/ay/>.

Adequate Yearly Progress Overall and by Criteria (School Year 2011-12)

AYP Criteria	School	District
Made AYP Overall	Yes	No
Met Participation Rate: English-Language Arts	Yes	Yes
Met Participation Rate: Mathematics	Yes	Yes
Met Percent Proficient: English-Language Arts	Yes	Yes
Met Percent Proficient: Mathematics	Yes	No
Met API Criteria	Yes	Yes
Met Graduation Rate (if applicable)	N/A	N/A

Federal Intervention Program (School Year 2012-13)

Schools and districts receiving federal Title I funding enter Program Improvement (PI) if they do not make AYP for two consecutive years in the same content area (ELA or mathematics) or on the same indicator (API or graduation rate). After entering PI, schools and districts advance to the next level of intervention with each additional year that they do not make AYP. For detailed information about PI identification, see the CDE PI Status Determinations webpage: <http://www.cde.ca.gov/ta/ac/ay/tidetermine.asp>.

Indicator	School	District
Program Improvement Status		In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement		Year 2
Number of Schools Currently in Program Improvement	---	0
Percent of Schools Currently in Program Improvement	---	0

XI. Instructional Planning and Scheduling

Professional Development

This section provides information on the number of days provided for professional development and continuous professional growth in the most recent three year period. Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance, and data reporting, etc.)?

Staff development is a priority in the Fountain Valley School District. We value the impact highly skilled instructors have on student achievement. Throughout the District there are both school level and districtwide initiatives. Initiatives include:

- Student Engagement (middle school)
- Differentiated Instruction
- Data-responsive Instruction
- Response to Intervention
- Learning Walks
- Co-teaching methods (middle school)
- Strategic/Intensive Intervention Curriculum/Strategies – Corrective Reading, Number Worlds, Academic Vocabulary, and English 3D (middle schools)
- Technology Enhancements to Manage Student Data and to Facilitate Productivity

Hisamatsu Tamura Elementary School

School Accountability Report Card

Reported Using Data from the 2011-12 School Year

Published During 2012-13

Every school in California is required by state law to publish a School Accountability Report Card (SARC), by February 1 of each year. The SARC contains information about the condition and performance of each California public school.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC webpage at <http://www.cde.ca.gov/ta/ac/sa/>.
- For additional information about the school, parents and community members should contact the school principal or the district office.

I. Data and Access

EdData Partnership Web Site

EdData is a partnership of the CDE, EdSource, and the Fiscal Crisis Management and Assistance Team (FCMAT) that provides extensive financial, demographic, and performance information about California's public kindergarten through grade twelve school districts and schools.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest webpage at <http://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district, the county, and the state. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., state Academic Performance Index [API], federal Adequate Yearly Progress [AYP]), test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible. Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

II. About This School

Contact Information (School Year 2012-13)

School Contact Information	
School Name	Hisamatsu Tamura Elementary School
Street	17340 Santa Suzanne Street
City, State, Zip	Fountain Valley, CA 92708
Phone Number	(714) 375-6226
Principal	Jay Adams
E-mail Address	AdamsJ@fvsd.us
CDS Code	30-66498-6027924

District Contact Information	
District Name	Fountain Valley School District
Phone Number	(714) 843-3200
Web Site	www.fvsd.k12.ca.us
Superintendent	Dr. Marc Ecker
E-mail Address	EckerM@fvsd.us

School Description and Mission Statement (School Year 2011-12)

This section provides information about the school, its programs and its goals.

Tamura School is committed to providing a safe and challenging environment for students. It is our expectation that students will succeed in the acquisition of basic skills and become life-long learners and quality citizens. Teachers, administrators, support staff, and our parent community are dedicated to assisting students in achieving this mission.

Tamura Elementary School provides a family-oriented, nurturing and safe place for students to learn, grow, and develop intellectually. Teachers, staff, and administrators continue to act on the principle that students come first. The educational programs at the school are tailored to meet the needs of the school population.

Fountain Valley School District is comprised of seven elementary schools and three middle schools. Tamura Elementary School is centrally located in Fountain Valley. In the 2011-12 school year, the school served 537 students in grades kindergarten through five on a traditional calendar schedule. The chart displays school enrollment broken down by ethnicity.

Opportunities for Parental Involvement (School Year 2011-12)

This section provides information on how parents can become involved in school activities, including contact information pertaining to organized opportunities for parent involvement.

Parents and the community are very supportive of the educational program at Tamura Elementary School. Parents are encouraged to become involved in their child's education by volunteering at the school, participating in school activities, and joining school committees and councils.

In addition to numerous community and business partnerships, the school benefits from an extremely active Parent-Teacher Organization (PTO). The PTO sponsors numerous fundraisers, awards programs, activities, and field trips throughout the school year. Additional opportunities for parental and community involvement include, but are not limited to, the following:

- Accelerated Reader
- Art Masters
- English Language Advisory Committee
- Fountain Valley Educational Foundation
- Legislative Action Committee
- School Site Council

Contact Information

Parents who wish to participate in the school's leadership teams, activities, or become a volunteer may contact the office at (714) 375- 6226. The District's website (www.fvsd.k12.ca.us) also provides a variety of resources and helpful information for parents, students, and community members.

Student Enrollment by Grade Level (School Year 2011-12)

Grade Level	Number of Students
Kindergarten	116
Grade 1	92
Grade 2	87
Grade 3	85
Grade 4	90
Grade 5	67
Total Enrollment	537

Student Enrollment by Group (School Year 2011-12)

Group	Percent of Total Enrollment	Group	Percent of Total Enrollment
Black or African American	0.9	White	31.8
American Indian or Alaska Native	0	Two or More Races	5.6
Asian	43.4	Socioeconomically Disadvantaged	19.4
Filipino	2	English Learners	26.3
Hispanic or Latino	15.8	Students with Disabilities	4.3
Native Hawaiian/Pacific Islander	0		

Average Class Size and Class Size Distribution (Elementary)

Grade Level	2009-10				2010-11				2011-12			
	Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms			Avg. Class Size	Number of Classrooms		
		1-20	21-32	33+		1-20	21-32	33+		1-20	21-32	33+
K	26	0	3	0	28.7	0	3	0	29	0	4	0
1	22	0	3	0	29.7	0	3	0	30.7	0	3	0
2	30	0	3	0	25.7	0	3	0	29	0	3	0
3	30	0	2	0	29.3	0	3	0	28.3	0	3	0
4	32	0	3	0	32.5	0	1	1	29.5	0	4	0
5	31	0	3	0	28.3	0	4	0	33.5	0	0	2
Other												

* Number of classes indicates how many classes fall into each size category (a range of total students per class).

III. School Climate

School Safety Plan (School Year 2011-12)

This section provides information about the school's comprehensive safety plan, including the dates on which the safety plan was last reviewed, updated, and discussed with faculty; as well as a brief description of the key elements of the plan.

The safety of students and staff is a primary concern of Tamura Elementary School. Students are supervised before school, during lunch and recess periods, and after school by teachers, administrators, trained aides, and classified staff. All visitors to the campus must sign in at the main office and wear a visitor's pass at all times during their stay on school grounds.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. The Safety Committee reviews and updates the Safe School Action Plan each year by March 1st. Any and all revisions to the plan are immediately communicated to classified and certificated staff.

Key elements of the Safety Plan focus on the following:

- School rules & procedures
- Disaster procedures/routine & emergency drills
- Current status of school crime
- Notification to teachers
- Child abuse reporting procedures
- Schoolwide dress code
- Policies related to suspension/expulsion
- Sexual harassment policy
- Safe ingress & egress of pupils, parents, & school employees
- Bullying information

The school's disaster preparedness plan includes steps for ensuring student and staff safety during a disaster. Fire, disaster, and lockdown drills are conducted on a rotating basis throughout the school year.

Suspensions and Expulsions

Rate*	School			District		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
Suspensions	1.32	0.41	1.30	1.63	2.49	2.37
Expulsions	0	0	0	0.03	0	.05

* The rate of suspensions and expulsions is calculated by dividing the total number of incidents by the total enrollment (and multiplying by 100).

IV. School Facilities

School Facility Conditions and Planned Improvements (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Description of the safety, cleanliness, and adequacy of the school facility
- Description of any planned or recently completed facility improvements
- The year and month in which the data were collected
- Description of any needed maintenance to ensure good repair

Year and month in which data were collected: 8/2012

Tamura Elementary School was originally constructed in 1964 and was thoroughly modernized in the 2004-05 school year. The campus is currently comprised of 22 permanent classrooms, a computer lab, a library, and a spacious playground. The facility strongly supports teaching and learning through its ample classroom and recreational space. The chart displays the results of the most recent facilities inspection.

Cleaning Process:

Tamura Elementary School provides a safe and clean environment for students, staff, and volunteers. The District's Board of Education has adopted cleaning standards for all schools in the District. Basic cleaning operations are performed on a daily basis throughout the school year with emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with the school's custodial staff to develop sanitation schedules that ensure a clean, safe, and functional learning environment.

Maintenance & Repair:

A scheduled maintenance program is administered by Tamura Elementary School's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by Fountain Valley School District to ensure that school grounds and facilities remain in excellent repair. A work order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

Deferred Maintenance Budget:

The State School Deferred Maintenance Program provides State matching funds on a dollar-for-dollar basis, to assist school districts with expenditures for major repair or replacement of existing school building components. Typically, this includes roofing, plumbing, heating, air conditioning, electrical systems, interior or exterior painting, and floor systems. For the 2010-11 school year, Fountain Valley School District did not participate in the State School Deferred Maintenance Budget Program.

School Facility Good Repair Status (School Year 2012-13)

This section provides information from the most recent Facility Inspection Tool (FIT) data (or equivalent), including:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The Overall Rating (bottom row)

System Inspected	Repair Status				Repair Needed and Action Taken or Planned
	Exemplary	Good	Fair	Poor	
Systems: Gas Leaks, Mechanical/HVAC, Sewer	[X]	[]	[]	[]	
Interior: Interior Surfaces	[]	[X]	[]	[]	Future deferred maintenance item.
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	[X]	[]	[]	[]	
Electrical: Electrical	[X]	[]	[]	[]	
Restrooms/Fountains: Restrooms, Sinks/ Fountains	[X]	[]	[]	[]	
Safety: Fire Safety, Hazardous Materials	[X]	[]	[]	[]	
Structural: Structural Damage, Roofs	[X]	[]	[]	[]	
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	[]	[X]	[]	[]	Future deferred maintenance item.
Overall Rating	[X]	[]	[]	[]	

V. Teachers

Teacher Credentials

Teachers	School			District
	2009-10	2010-11	2011-12	2011-12
With Full Credential	20	20	18	246
Without Full Credential	0	0	0	0
Teaching Outside Subject Area of Competence	0		0	---

Teacher Misassignments and Vacant Teacher Positions

Indicator	2010-11	2011-12	2012-13
Misassignments of Teachers of English Learners	0	0	1
Total Teacher Misassignments	0	0	1
Vacant Teacher Positions	0	0	0

* "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

Core Academic Classes Taught by Highly Qualified Teachers (School Year 2011-12)

The Federal Elementary and Secondary Education Act (ESEA), also known as No Child Left Behind (NCLB), requires that core academic subjects be taught by Highly Qualified Teachers, defined as having at least a bachelor's degree, an appropriate California teaching credential, and demonstrated core academic subject area competence. For more information, see the CDE *Improving Teacher and Principal Quality* webpage at: <http://www.cde.ca.gov/nclb/sr/tq/>

Location of Classes	Percent of Classes In Core Academic Subjects	
	Taught by Highly Qualified Teachers	Not Taught by Highly Qualified Teachers
This School	100	0
All Schools in District	99.8	0.2
High-Poverty Schools in District	0	0
Low-Poverty Schools in District	100	0

* High-poverty schools are defined as those schools with student eligibility of approximately 40 percent or more in the free and reduced price meals program. Low-poverty schools are those with student eligibility of approximately 25 percent or less in the free and reduced price meals program.

VI. Support Staff

Academic Counselors and Other Support Staff (School Year 2011-12)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor		
Counselor (Social/Behavioral or Career Development)		---
Library Media Teacher (Librarian)		---
Library Media Services Staff (Paraprofessional)	.25	---
Psychologist	.4	---
Social Worker		---
Nurse	.1	---
Speech/Language/Hearing Specialist	.6	---
Resource Specialist	1.0	---
Other		---

* One Full-Time Equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

VII. Curriculum and Instructional Materials

Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2012-13)

This section describes whether the textbooks and instructional materials used at the school are from the most recent adoption; whether there are sufficient textbooks and instructional materials for each student; and information about the school's use of any supplemental curriculum or non-adopted textbooks or instructional materials.

Year and month in which data were collected: October, 2012

Fountain Valley School District sets a high priority upon ensuring that sufficient and current textbooks and materials are available to support instructional programs. The district held a Public Hearing on October 18, 2012, and determined that each school within the district has sufficient and good quality textbooks and instructional materials, pursuant to the settlement of Williams vs. the State of California.

All students, including English Learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. All textbooks and instructional materials used within the district are aligned with the California State Content Standards and Frameworks and have been approved by the Board of Trustees. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available.

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Houghton-Mifflin Curriculum Associates Holt Adoption Year 2002	Yes	0.0%
Mathematics	Houghton-Mifflin McGraw-Hill Prentice-Hall Holt McDougal-Littell Adoption Year 2001	Yes	0.0%
Science	Houghton-Mifflin Prentice-Hall Adoption Year 2008	Yes	0.0%
History-Social Science	Scott Foresman Holt Adoption Year 2006	Yes	0.0%

VIII. School Finances

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2010-11)

Level	Expenditures Per Pupil			Average Teacher Salary
	Total	Supplemental/Restricted	Basic/Unrestricted	
School Site	\$5,496	\$1,327	\$4,170	\$74,789
District	---	---	\$3,646	\$71,228
Percent Difference: School Site and District	---	---	14.4%	5.0%
State	---	---	\$5,455	\$69,404
Percent Difference: School Site and State	---	---	-23.6%	7.8%

* **Supplemental/Restricted** expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted.

** **Basic/Unrestricted expenditures** are from money whose use, except for general guidelines, is not controlled by law or by a donor.

For detailed information on school expenditures for all districts in California, see the CDE Current Expense of Education & Per-pupil Spending webpage at <http://www.cde.ca.gov/ds/fd/ec/>. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>. To look up expenditures and salaries for a specific school district, see the Ed-Data Web site at: <http://www.ed-data.org>.

Types of Services Funded (Fiscal Year 2011-12)

This section provides specific information about the types of programs and services available at the school that support and assist students. For example, this narrative may include information about supplemental educational services related to the school's federal Program Improvement (PI) status.

In addition to general state funding, all schools within Fountain Valley School District received state and federal categorical funding for the following support programs:

- School & Library Improvement Program
- Gifted & Talented Education (GATE)
- Title II, Staff Development
- Title III, Economic Impact Aide
- Title IV, Safe & Drug Free Schools & Communities
- Title V, Innovative Programs
- Peer Assistance & Review (PAR)

Teacher and Administrative Salaries (Fiscal Year 2010-11)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$39,839	\$41,246
Mid-Range Teacher Salary	\$74,395	\$67,400
Highest Teacher Salary	\$90,898	\$85,481
Average Principal Salary (Elementary)	\$118,058	\$107,739
Average Principal Salary (Middle)	\$121,242	\$111,540
Average Principal Salary (High)		\$110,146
Superintendent Salary	\$250,575	\$180,572
Percent of Budget for Teacher Salaries	42%	42%
Percent of Budget for Administrative Salaries	8%	5%

* For detailed information on salaries, see the CDE Certificated Salaries & Benefits webpage at <http://www.cde.ca.gov/ds/fd/cs/>.

IX. Student Performance

The Standardized Testing and Reporting (STAR) Program consists of several key components, including:

- **California Standards Tests (CSTs)**, which include English-language arts (ELA) and mathematics in grades two through eleven; science in grades five, eight, and nine through eleven; and history-social science in grades eight, and nine through eleven.
- **California Modified Assessment (CMA)**, an alternate assessment that is based on modified achievement standards in ELA for grades three through eleven; mathematics for grades three through seven, Algebra I, and Geometry; and science in grades five and eight, and Life Science in grade ten. The CMA is designed to assess those students whose disabilities preclude them from achieving grade-level proficiency on an assessment of the California content standards with or without accommodations.
- **California Alternate Performance Assessment (CAPA)**, includes ELA and mathematics in grades two through eleven, and science for grades five, eight, and ten. The CAPA is given to those students with significant cognitive disabilities whose disabilities prevent them from taking either the CSTs with accommodations or modifications or the CMA with accommodations.

The assessments under the STAR Program show how well students are doing in relation to the state content standards. On each of these assessments, student scores are reported as performance levels.

For detailed information regarding the STAR Program results for each grade and performance level, including the percent of students not tested, see the CDE STAR Results Web site at <http://star.cde.ca.gov>.

Standardized Testing and Reporting Results for All Students - Three-Year Comparison

Subject	Percent of Students Scoring at Proficient or Advanced								
	School			District			State		
	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12	2009-10	2010-11	2011-12
English-Language Arts	89	90	TBD*	78	77	TBD*	52	54	56
Mathematics	86	91	TBD*	77	78	TBD*	48	50	51
Science	89	94	TBD*	83	82	TBD*	54	57	60
History-Social Science				73	72	TBD*	44	48	49

* Due to data corrections that are in progress, this information will be available by March 1, 2013.

** Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Standardized Testing and Reporting Results by Student Group - Most Recent Year

Group	Percent of Students Scoring at Proficient or Advanced			
	English-Language Arts	Mathematics	Science	History-Social Science
All Students in the LEA	TBD*	TBD*	TBD*	TBD*
All Student at the School	TBD*	TBD*	TBD*	
Male	TBD*	TBD*	TBD*	
Female	TBD*	TBD*	TBD*	
Black or African American				
American Indian or Alaska Native				
Asian	Due to data corrections that are in progress, this information will available by March 1, 2013.			
Filipino				
Hispanic or Latino				
Native Hawaiian/Pacific Islander				
White	TBD*	TBD*	TBD*	
Two or More Races				
Socioeconomically Disadvantaged	TBD*	TBD*	TBD*	
English Learners	TBD*	TBD*		
Students with Disabilities				
Students Receiving Migrant Education Services				

* Due to data corrections that are in progress, this information will available by March 1, 2013.

** Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

California Physical Fitness Test Results (School Year 2011-12)

The California Physical Fitness Test (PFT) is administered to students in grades five, seven, and nine only. This table displays by grade level the percent of students meeting the fitness standards for the most recent testing period. For detailed information regarding this test, and comparisons of a school's test results to the district and state, see the CDE PFT webpage at <http://www.cde.ca.gov/ta/tg/pf/>.

Grade Level	Percent of Students Meeting Fitness Standards		
	Four of Six Standards	Five of Six Standards	Six of Six Standards
5	19.4	32.8	37.3

* Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

X. Accountability

Academic Performance Index

The Academic Performance Index (API) is an annual measure of state academic performance and progress of schools in California. API scores range from 200 to 1,000, with a statewide target of 800. For detailed information about the API, see the CDE API webpage at <http://www.cde.ca.gov/ta/ac/ap/>.

Academic Performance Index Ranks - Three-Year Comparison

This table displays the school's statewide and similar schools' API ranks. The **statewide API rank** ranges from 1 to 10. A statewide rank of 1 means that the school has an API score in the lowest ten percent of all schools in the state, while a statewide rank of 10 means that the school has an API score in the highest ten percent of all schools in the state.

The **similar schools API rank** reflects how a school compares to 100 statistically matched “similar schools.” A similar schools rank of 1 means that the school’s academic performance is comparable to the lowest performing ten schools of the 100 similar schools, while a similar schools rank of 10 means that the school’s academic performance is better than at least 90 of the 100 similar schools.

API Rank	2009	2010	2011
Statewide	10	10	10
Similar Schools	8	10	10

Academic Performance Index Growth by Student Group – Three-Year Comparison

Group	Actual API Change		
	2009-10	2010-11	2011-12
All Students at the School	17	7	7
Black or African American			
American Indian or Alaska Native			
Asian	15	6	-3
Filipino			
Hispanic or Latino			
Native Hawaiian/Pacific Islander			
White	10	15	6
Two or More Races			
Socioeconomically Disadvantaged		-7	3
English Learners	14	1	4
Students with Disabilities			

* Due to data corrections that are in progress, this information will available by March 1, 2013.

** "N/D" means that no data were available to the CDE or LEA to report. "B" means the school did not have a valid API Base and there is no Growth or target information. "C" means the school had significant demographic changes and there is no Growth or target information.

Academic Performance Index Growth by Student Group - 2012 Growth API Comparison

This table displays, by student group, the number of students included in the API and the 2012 Growth API at the school, district, and state level.

Group	2012 Growth API					
	School		District		State	
	# of Students	Growth API	# of Students	Growth API	# of Students	Growth API
All Students at the School	327	953	4,997	911	4,664,264	788
Black or African American	4		47	856	313,201	710
American Indian or Alaska Native	0		27	805	31,606	742
Asian	149	972	1,705	952	404,670	905
Filipino	8		65	951	124,824	869
Hispanic or Latino	39	903	751	856	2,425,230	740
Native Hawaiian/Pacific Islander	0		33	907	26,563	775
White	119	940	2,274	899	1,221,860	853
Two or More Races	6		67	929	88,428	849
Socioeconomically Disadvantaged	77	924	1,219	863	2,779,680	737
English Learners	90	942	832	882	1,530,297	716
Students with Disabilities	TBD*		TBD*	TBD*	530,935	607

* Due to data corrections that are in progress, this information will available by March 1, 2013.

Adequate Yearly Progress

The federal ESEA requires that all schools and districts meet the following Adequate Yearly Progress (AYP) criteria:

- Participation rate on the state's standards-based assessments in ELA and mathematics
- Percent proficient on the state's standards-based assessments in ELA and mathematics
- API as an additional indicator
- Graduation rate (for secondary schools)

Detailed information about AYP, including participation rates and percent proficient results by student group, can be found at the CDE Adequate Yearly Progress (AYP) webpage at <http://www.cde.ca.gov/ta/ac/ay/>.

Adequate Yearly Progress Overall and by Criteria (School Year 2011-12)

AYP Criteria	School	District
Made AYP Overall	Yes	No
Met Participation Rate: English-Language Arts	Yes	Yes
Met Participation Rate: Mathematics	Yes	Yes
Met Percent Proficient: English-Language Arts	Yes	Yes
Met Percent Proficient: Mathematics	Yes	No
Met API Criteria	Yes	Yes
Met Graduation Rate (if applicable)	N/A	N/A

Federal Intervention Program (School Year 2012-13)

Schools and districts receiving federal Title I funding enter Program Improvement (PI) if they do not make AYP for two consecutive years in the same content area (ELA or mathematics) or on the same indicator (API or graduation rate). After entering PI, schools and districts advance to the next level of intervention with each additional year that they do not make AYP. For detailed information about PI identification, see the CDE PI Status Determinations webpage: <http://www.cde.ca.gov/ta/ac/ay/tidetermine.asp>.

Indicator	School	District
Program Improvement Status		In PI
First Year of Program Improvement		2011-2012
Year in Program Improvement		Year 2
Number of Schools Currently in Program Improvement	---	0
Percent of Schools Currently in Program Improvement	---	0

XI. Instructional Planning and Scheduling

Professional Development

This section provides information on the number of days provided for professional development and continuous professional growth in the most recent three year period. Questions that may be answered include:

- What are the primary/major areas of focus for staff development and specifically how were they selected? For example, were student achievement data used to determine the need for professional development in reading instruction?
- What are the methods by which professional development is delivered (e.g., after school workshops, conference attendance, individual mentoring, etc.)?
- How are teachers supported during implementation (e.g., through in-class coaching, teacher-principal meetings, student performance, and data reporting, etc.)?

Staff development is a priority in the Fountain Valley School District. We value the impact highly skilled instructors have on student achievement. At the beginning of the school year we reserve three days and at the end of the year one day specifically for this purpose. In addition, during the school year teachers attend training either before, during, or beyond the school day. Throughout the District there are both school level and districtwide initiatives. Initiatives include:

- Differentiated Instruction
- Data-responsive Instruction
- Response to Intervention
- Technology Enhancements to Manage Student Data and to Facilitate Productivity
- Effective Reading Intervention Academy
- Professional Learning Communities
- Early Intervention for Student Success (EISS)
- Six Traits of Writing

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 20, 2012
Subject: **Non-Public Agency Contracts**

Board Meeting Date: January 24, 2013

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
848471-2251	Cornerstone Therapies	6,800.00	July 01, 2012 to June 30, 2013
873811-2250	Cornerstone Therapies	1,102.50	July 01, 2012 to July 31, 2012
709751-2252	Cornerstone Therapies	6,800.00	July 01, 2012 to June 30, 2013

Approved by the FVSD Board of Trustees
January 24, 2013

Marc Ecker, Ph.D.
Superintendent

2012/2013

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members
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Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
192103-2248	Oak Grove Institute	98,376.27	November 26, 2012 to June 30, 2013
383810-2249	Oralingua School for the Hearing Impaired, Inc	2,768.40	July 01, 2012 to August 08, 2012
376014-2247	Therapeutic Education Centers	25,585.00	December 10, 2012 to June 30, 2013

Approved by the FVSD Board of Trustees
January 24, 2013

Marc Ecker, Ph.D.
Superintendent

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

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

Date: 12-20-12 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Oak Grove Institute
 Pupil Name: 192103-2248 DOB _____
 Last, First Middle _____ : _____
 Address: _____
 Street _____
 Sex: _____ Grade: _____ Residential Setting (Indicate Home, Foster, JCS or LCI): Residential Facility
 (K - 8 or 9 - 12) If LCI, indicate number: _____

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

CONTRACT TERMS:

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

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

Number of days 151 x Per Diem 129.77 TOTAL BASIC EDUCATION COSTS 19,595.27

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. Room & Board	NPS	1.00 Month	8,309.00	9.00	74,781.00
2. Transportation public carrier	NPS	0.00	0.00	0.00	4,000.00

Maximum Total Related Services Costs (B) 78,781.00
 Maximum Total Basic Education and Related Services Costs (A + B) 98,376.27
 Maximum Per Diem for Basic Education 129.77

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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: November 26, 2012
and terminates on 5:00 p.m. on: June 30, 2013
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Oak Grove Institute
(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)

24275 Jefferson Avenue, Murrieta, CA 92562
(Address)

951-677-5599 951-698-0461
(Telephone Number) (FAX Number)

33-0470446
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON _____

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

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Date: 12-20-12 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Oralingua School for the Hearing Impaired, Inc
 Pupil Name: 383810-2249 DOB _____
 Last, First Middle _____ : _____
 Address: _____
 Street _____
 Sex: _____ Grade: _____ Residential Setting (Indicate Home, Foster, JCS or LCI): Home
 (K - 8 or 9 - 12) If LCI, indicate number: _____

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

CONTRACT TERMS:

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

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

Number of days 18 x Per Diem 126.30 TOTAL BASIC EDUCATION COSTS 2,273.40

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
2. Language/Speech Therapy/Individual	NPS	60.00 Minutes	110.00	5.00	495.00

Maximum Total Related Services Costs (B) 495.00
 Maximum Total Basic Education and Related Services Costs (A + B) 2,768.40
 Maximum Per Diem for Basic Education 126.30

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: July 01, 2012
and terminates on 5:00 p.m. on: August 08, 2012
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

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

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature) Date

(Type Name and Title)

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

7056 S. Washington Ave, Whittier, CA 90602
(Address)

562-945-8391 562-645-0361
(Telephone Number) (FAX Number)

95-2589590
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON _____

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: 12-20-12 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Cornerstone Therapies
 Pupil Name: 848471-2251 DOB _____
 Last, First Middle : _____
 Address: _____
 Street _____
 Sex: _____ Grade: _____ Residential Setting (Indicate Home, Foster, JCS or LCI): Home
 (K - 8 or 9 - 12) If LCI, indicate number: _____

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

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
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. Physical Therapy - Clinic	NPA	60.00 Minutes	85.00	80.00	6,800.00

Maximum Total Related Services Costs (B) 6,800.00

Maximum Total Basic Education and Related Services Costs (A + B) _____

Maximum Per Diem for Basic Education _____

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

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

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

Other Provisions (attachments as necessary): _____

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

This contract is effective on: July 01, 2012
and terminates on 5:00 p.m. on: June 30, 2013
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies
(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)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648
(Address)

714-962-6760 714-962-5961
(Telephone Number) (FAX Number)

33-0921156
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON _____

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: 12-20-12 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Cornerstone Therapies
 Pupil Name: 873811-2250 DOB _____
 Last, First Middle _____ : _____
 Address: _____
 Street _____
 Sex: _____ Grade: _____ Residential Setting (Indicate Home, Foster, JCS or LCI): Home
 (K - 8 or 9 - 12) If LCI, indicate number: _____

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

CONTRACT TERMS:

- The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
- The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
- The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
- AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

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

Number of days 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. Assessments/Testing/Evaluations (RATE)	NPA	0.00 Session	112.50	3.00	337.50
P.T.					
2. Assessments/Testing/Evaluations (RATE)	NPA	0.00 Session	85.00	5.00	425.00
P.T.					
3. Physical Therapy - Clinic	NPA	60.00 Minutes	85.00	4.00	340.00
sept pt costs					

Maximum Total Related Services Costs (B) 1,102.50

Maximum Total Basic Education and Related Services Costs (A + B) _____

Maximum Per Diem for Basic Education _____

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(Education Code 56365 et seq.)

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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: July 01, 2012
and terminates on 5:00 p.m. on: July 31, 2012
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies
(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)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648
(Address)

714-962-6760 714-962-5961
(Telephone Number) (FAX Number)

33-0921156
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON _____

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: 12-20-12 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Cornerstone Therapies
 Pupil Name: 709751-2252 DOB _____
 Last, First Middle _____ : _____
 Address: _____
 Street _____
 Sex: _____ Grade: _____ Residential Setting (Indicate Home, Foster, JCS or LCI): Home
 (K - 8 or 9 - 12) If LCI, indicate number: _____

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

CONTRACT TERMS:

- The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
- The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
- The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
- AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

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

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS
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B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Clinic	NPA	60.00 Minutes	85.00	80.00	6,800.00
1x60min/wk					

Maximum Total Related Services Costs (B) 6,800.00

Maximum Total Basic Education and Related Services Costs (A + B) _____

Maximum Per Diem for Basic Education _____

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

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

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

Other Provisions (attachments as necessary):

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

This contract is effective on: July 01, 2012
and terminates on 5:00 p.m. on: June 30, 2013
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies
(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)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648
(Address)

714-962-6760 714-962-5961
(Telephone Number) (FAX Number)

33-0921156
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON _____

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: 12-20-12 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Therapeutic Education Centers
 Pupil Name: 376014-2247 DOB _____
 Last, First Middle _____ : _____
 Address: _____
 Street _____
 Sex: _____ Grade: _____ Residential Setting (Indicate Home, Foster, JCS or LCI): Home
 (K - 8 or 9 - 12) If LCI, indicate number: _____

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

CONTRACT TERMS:

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

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

Number of days 119 x Per Diem 163.00 TOTAL BASIC EDUCATION COSTS 19,397.00

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Transportation	NPS	1.00 Day	52.00	119.00	6,188.00

Maximum Total Related Services Costs (B) 6,188.00
 Maximum Total Basic Education and Related Services Costs (A + B) 25,585.00
 Maximum Per Diem for Basic Education 163.00

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

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

Other Provisions (attachments as necessary): _____

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

This contract is effective on: December 10, 2012
and terminates on 5:00 p.m. on: June 30, 2013
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Therapeutic Education Centers
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature) Date

(Type Name and Title)

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

1010 W. Seventeenth St., Santa Ana, CA 92706
(Address)

714-836-3100 714-245-2110
(Telephone Number) (FAX Number)

95-3717718
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON _____

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

HBUHSD CONTRACT NO. 2248

Please refer to this number on all correspondence, invoices, etc.
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**DISTRICT MASTER CONTRACT
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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 24th day of January, 2013, between the Fountain Valley School District (hereinafter referred to as “District” or local educational agency “LEA”) and Oak Grove Institute (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATIONS AND LICENSES

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
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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).

**DISTRICT MASTER CONTRACT
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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,

Oak Grove Institute

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 WOCCE / 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@hbuhd.org

**Additional LEA Notification
(Required if completed)**

Name and Title
Address
City State Zip
Phone Fax
Email

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EXHIBIT A: RATES

CONTRACTOR Oak Grove Institute **CONTRACT YEAR** 2012-2013
(NONPUBLIC SCHOOL OR AGENCY)

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>		
Basic Education Program	\$ <u>129.77</u>	<u>1</u> Day

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. <u>Related Services</u>		
(001.1) a. Transportation - Round Trip	\$ _____	_____ Minutes
(001.2) b. Transportation - One Way	\$ _____	_____ Minutes
(001.3) c. Public Transportation	\$ _____	_____ Minutes
(002.1) a. Educational Counseling - Individual	\$ _____	_____ Minutes
(002.2) b. Educational Counseling - Group	\$ _____	_____ Minutes
(002.3) c. Counseling - Parent	\$ _____	_____ Minutes
(003.1) a. Adapted Physical Education - Individual	\$ _____	_____ Minutes
(003.2) b. Adapted Physical Education - Group	\$ _____	_____ Minutes
(004.1) a. Language and Speech Therapy - Individual	\$ _____	_____ Minutes
(004.2) b. Language and Speech Therapy - Group	\$ _____	_____ Minutes
(004.3) c. Language and Speech Therapy - Per Diem	\$ _____	_____ Minutes
(004.4) d. Language and Speech Therapy - Consultation Rate	\$ _____	_____ Minutes
(005.1) a. Additional Classroom Aide - Individual	\$ _____	_____ Minutes
(005.2) b. Additional Instructional Assistant - Group	\$ _____	_____ Minutes
(006) Intensive Special Education Instruction	\$ _____	_____ Minutes
(007.1) a. Occupational Therapy - Individual	\$ _____	_____ Minutes
(007.2) b. Occupational Therapy - Group	\$ _____	_____ Minutes
(007.3) c. Occupational Therapy - Consultation Rate	\$ _____	_____ Minutes
(008.1) a. Physical Therapy - Individual	\$ _____	_____ Minutes
(008.2) b. Physical Therapy - Group	\$ _____	_____ Minutes
(008.3) c. Physical Therapy - Consultation Rate	\$ _____	_____ Minutes
(009.1) a. Behavior Intervention	\$ _____	_____ Minutes
(009.2) b. Behavior Intevention - Supervision	\$ _____	_____ Minutes
(010) Nursing Services	\$ _____	_____ Minutes
(011) Residential Board and Care	\$ <u>8,309.00</u>	<u>1</u> Month
(012) Residential Mental Health Services	\$ _____	_____ Day

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Nonpublic School/Agency Assurance Statement

Nonpublic School or Agency: _____

Date: _____ Prepared By: _____

I hereby certify the following:

- All employees of this nonpublic school or agency are trained annually in child abuse reporting requirements and have signed statements acknowledging their understanding of these requirements.

- All employees of this nonpublic school or agency have been provided with a copy of our policy specific to sexual harassment prevention that describes behaviors that are prohibited by federal and state laws and procedures for making complaints and receive annual training related to the policy.

- All employees of this nonpublic school or agency are trained annually in missing children reporting requirements and have signed statements acknowledging their understanding of these requirements.

Signature of Administrator: _____

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**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 24th day of January, 2013, between the Fountain Valley School District (hereinafter referred to as "District" or local educational agency "LEA") and Oralingua School for the Hearing Impaired, 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,

Oralingua School for the Hearing Impaired, Inc

Nonpublic School/Agency

Fountain Valley School District

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@hbuhd.org

**Additional LEA Notification
(Required if completed)**

Name and Title
Address
City State Zip
Phone Fax
Email

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EXHIBIT A: RATES

CONTRACTOR Oralingua School for the Hearing Impaired, 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	\$ _____	_____ Minutes
(009.2) b. Behavior Intevention - Supervision	\$ _____	_____ Minutes
(010) Nursing Services	\$ _____	_____ Minutes
(011) Residential Board and Care	\$ _____	_____ Day
(012) Residential Mental Health Services	\$ _____	_____ Day

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Nonpublic School/Agency Assurance Statement

Nonpublic School or Agency: _____

Date: _____ Prepared By: _____

I hereby certify the following:

- All employees of this nonpublic school or agency are trained annually in child abuse reporting requirements and have signed statements acknowledging their understanding of these requirements.

- All employees of this nonpublic school or agency have been provided with a copy of our policy specific to sexual harassment prevention that describes behaviors that are prohibited by federal and state laws and procedures for making complaints and receive annual training related to the policy.

- All employees of this nonpublic school or agency are trained annually in missing children reporting requirements and have signed statements acknowledging their understanding of these requirements.

Signature of Administrator: _____