



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

AGENDA

Board Room
10055 Slater Avenue
Fountain Valley, CA

October 17, 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.
- Conference with Real Property Negotiators: *Government Code 54956.8*
Real property negotiator Andreas Chialtas of Atkinson, Andelson, Loya, Ruud and Romo will join Assistant Superintendent, Steve McMahon and Director, Fiscal Services, Scott Martin in speaking to the board about the negotiations concerning the property at 9790 Finch Ave, Fountain Valley, CA.

- PLEDGE OF ALLEGIANCE

PUBLIC HEARINGS

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.

1. CERTIFICATION OF PROVISIONS OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS

The Board of Trustees will conduct a public hearing for the purpose of receiving public comment on the certification of provisions of standards-aligned instructional materials for the Fountain Valley School District. Public input is welcome.

2. TENTATIVE AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CSEA, CHAPTER #358 FOR 2013-14 YEAR

The Board of Trustees will conduct a public hearing for the purpose of receiving public comment on the proposed tentative agreement for the 2013-14 school year between FVSD and CSEA, Chapter 358. Public input is welcome.

STAFF REPORTS AND PRESENTATIONS

3. COMMON CORE STATE STANDARDS SPENDING PLAN (ORAL ONLY)

Assistant Superintendent, Instruction, Anne Silavs will review the District's proposed Common Core State Standards Spending Plan.

4. SBAC PILOT SPRING 2013 REVIEW (WRITTEN AND ORAL)

Assistant Superintendent, Instruction, Anne Silavs will review the District's Smarter Balanced Assessment Consortium pilot, conducted in the Spring 2013.

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

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

M _____
2nd _____
V _____

Attached is the Public Disclosure of Collective Bargaining Agreement, in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449, for the agreement between CSEA Chapter #358 and the FVSD for the 2013-14 school year.

Superintendent's Recommendation: It is recommended that Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and CSEA Chapter #358 for the 2013-14 school year.

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

M _____
2nd _____
V _____

In September 2013, CSEA and FVSD continued negotiations from the 2012-2013 school year for the 2013-2014 negotiated agreement between CSEA and FVSD. CSEA and FVSD reached a tentative agreement on September 26, 2013 and CSEA is scheduled to ratify the agreement on Monday, October 14, 2013.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the tentative agreement dated September 26, 2013 between CSEA, Chapter #358 and the Fountain Valley School District.

7. REVISIONS TO BOARD POLICY 5121 GRADES/EVALUATION OF STUDENT ACHEIEVEMENT (FIRST READING)

M _____
2nd _____
V _____

Board Policy 5121 has been updated to reflect recommendations from the California School Boards Association, current District practice, and proposed changes to elementary report cards.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 5121 Grades/Evaluation of Student Achievement be approved for first reading, with necessary changes as indicated by the Board of Trustees.

8. APPROVAL OF ACCEPTANCE OF HIGHEST OR SUCCESSFUL BID AND DELEGATION OF AUTHORITY TO EXECUTE FINAL LEASE AGREEMENT

M _____
2nd _____
V _____

As the final step in the lease of approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain Valley, the District conducted a public auction for the lease of the Property on October 17, 2013, pursuant to Education Code section 17472 and the authority delegated to the Superintendent by Resolution 2013-26.

Superintendent's Recommendation: It is recommended that the Board of Trustees

approves and accepts the bid ranking and/or listing for the Property, as well as the highest bid for the Property (or selected bid in the case only counteroffers are received). It is further recommended that the Board approves a delegation of authority to the Superintendent, or his designee, to execute the final Lease Agreement with the successful bidder.

9. 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

- 9-A. Board Meeting Minutes from September 12th meeting
- 9-B. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 9-C. Donations
- 9-D. Warrants
- 9-E. Purchase Order Listing
- 9-F. Budget Adjustments

Consent Items

9-G. AGREEMENT FOR PROFESSIONAL SERVICES WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Superintendent's Comments: It is recommended that the Board of Trustees approves the Agreement For Special Services with Atkinson, Andelson, Loya, Ruud & Romo, through July 31, 2014, and authorize the Superintendent or designee to sign all documents.

9-H. APPROVE SETTLEMENT AGREEMENT AND GENERAL RELEASE FOR 2H CONSTRUCTION

Superintendent's Comments: It is recommended that the Board of Trustees approves the Settlement Agreement and General Release of payment to 2H Construction in the amount of \$106,204 and authorizes the Superintendent or his designee to sign all documents.

9-I. COMMON CORE STATE STANDARDS SPENDING PLAN

Superintendent's Comments: It is recommended the Common Core State Standards Spending Plan be approved for first reading, with necessary changes as indicated by

the Board of Trustees.

9-J. RESOLUTION 2014-15: CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS

Superintendent's Comments: It is recommended that the Board of Trustees hereby certifies that each pupil in the Fountain Valley School District shall be provided with a standards-aligned textbook or basic instructional materials in the curricular areas of mathematics, science, history-social science, English/language arts and visual and performing arts.

9-K. WILLIAMS UNIFORM COMPLAINT QUARTERLY REPORT

Superintendent's Comments: It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the first quarter of the 2013-14 year and approves its submittal to the Orange County Department of Education.

9-L. CLIFFORD MOSS AGREEMENT FOR PROFESSIONAL SERVICES

Superintendent's Comments: It is recommended that the Board of Trustees approves the Agreement for Professional Services with Clifford Moss and authorizes the Superintendent or his designee to sign all documents.

9-M. CHANGE ORDER #1 – BID 13-02: TALBERT MODULARS – SITE WORK

Superintendent's Comments: It is recommended that the Board of Trustees accepts Change Order #1 Bid # 13-02 by Gilman Builders Inc. in the amount of \$ 30,985.00 and authorizes the Superintendent or his designee to sign all documents on behalf of the District.

9-N. RECOMMENDATION TO UTILIZE COLTON SCHOOL DISTRICT PIGGYBACK BID #09-01 AND ALL EXTENSIONS

Superintendent's Comments: It is recommended that the Board of Trustees accepts the Colton School District Piggyback Bid #09-01 including the bid extension for the purpose of purchasing shade covers, play equipment, and play surfaces on an ongoing basis throughout the District and authorizes the Superintendent or his designee to sign all documents on behalf of the District.

9-O. NOTICE OF LAYOFF FOR CLASSIFIED POSITIONS – REDUCTION OF WORK HOURS

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

9-P. 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	\$7,100	7/1/2013-6/30/2014
Mardan Center of Educational Therapy	\$4,300	7/1/2013-6/30/2014
Cornerstone Therapies	\$8,000	7/1/2013-6/30/2014
Oak Grove Institute	\$133,598	7/1/2013-6/30/2014
Del Sol School	\$44,375	9/4/2013-6/30/2014

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, November 14, 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.

NOTICE OF PUBLIC HEARING
FOUNTAIN VALLEY SCHOOL DISTRICT
CERTIFICATION OF PROVISIONS OF
STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on Thursday, October 17, 2013 at 7:00 p.m., in the District Board Room, located at 10055 Slater Avenue, Fountain Valley, California, will conduct a Public Hearing for the purpose of receiving public comment on the certification of provisions of standards-aligned instructional materials for the Fountain Valley School District.

Public input is welcome.

FOUNTAIN VALLEY SCHOOL DISTRICT



Anne Silavs, Assistant Superintendent

NOTICE OF PUBLIC HEARING

FOUNTAIN VALLEY SCHOOL DISTRICT

TENTATIVE AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 358 (CSEA)

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on October 17, 2013 at 7:00 p.m. in the Board Room located at 10055 Slater Avenue, Fountain Valley, CA, will conduct a public hearing on the proposed tentative agreement for the 2013-14 year between the District and the California School Employees Association, Chapter 358 (CSEA). Public input is welcome.

FOUNTAIN VALLEY SCHOOL DISTRICT

By: Marc Ecker, Ph.D., Superintendent

Board Meeting of October 17, 2013

SO 2013-14/B14-11
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: Common Core State Standards Spending Plan (Oral Only)
DATE: October 10, 2013

Assistant Superintendent, Instruction, Anne Silavs will review the District's proposed Common Core State Standards Spending Plan.

Board Meeting of October 17, 2013

SO 2013-14/B14-11
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: **SBAC PILOT Spring 2013 Review (Written and Oral)**
DATE: October 10, 2013

Assistant Superintendent, Instruction, Anne Silavs will review the District's Smarter Balanced Assessment Consortium pilot, conducted in the Spring 2013.



**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL DEPARTMENT
MEMORANDUM**

To: Marc Ecker, Superintendent
From: Cathie Abdel, Assistant Superintendent Personnel
Subject: PUBLIC DISCLOSURE OF CLASSIFIED AGREEMENT FOR 2013-2014
Date: October 7, 2013

BACKGROUND

On October 14, 2013, CSEA Chapter #358 members are scheduled to vote on the ratification of the "Tentative Agreement" between CSEA Chapter #358 and the Fountain Valley School District. As required by Government Code Section 3547.5, a public hearing on the costs contained in the proposed agreement shall be held to allow members of the public the opportunity for comment.

Attached is the Public Disclosure of Collective Bargaining Agreement in accordance with **AB 1200 (Chapter 1213/1991), GC 3547.5 and CCR, Title V, Section 15449**, for the agreement between Fountain Valley School District and CSEA Chapter #358.

IMPACT

The total compensation of the agreement for Classified Bargaining Unit Members will be \$283,685.00. Details of the impact are included in the attached "Disclosure of Collective Bargaining Agreement." This agreement will be effective July 1, 2013 thru June 30, 2014.

RECOMMENDATION

It is recommended that Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and CSEA Chapter #358 for the 2013-14 school year.

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

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

Fountain Valley Elementary School District - California School Employees

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

Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2013 and ending: June 30, 2014
(date) (date)

The Governing Board will act upon this agreement on: October 17th, 2013
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2012/13	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2013/14	Year 2 Increase/(Decrease) FY 2014/15	Year 3 Increase/(Decrease) FY 2015/16
1 Salary Schedule Increase (Decrease)	\$ 8,849,734.01	\$ 230,020	\$ -	\$ -
		2.60%	0.00%	0.00%
2 Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.) Description of other compensation	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ -	\$ 53,665	\$ -	\$ -
		%	0.00%	0.00%
5 Health/Welfare Plans	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 8,849,734	\$ 283,685.00	\$ -	\$ -
7 Total Number of Represented Employees (Use FTEs if appropriate)	249.15	0	0	0
8 Total Compensation <u>Average</u> Cost per Employee	\$ 35,520	\$ -	\$ -	\$ -
		0.00%		

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

N/A - Five furlough days restored.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

Yes. Longevity, an additional 2% of regular salary after 36 years.

11. Please include comments and explanations as necessary.

None.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

The cap is \$8k per employee.

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None.

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

4 instructional days and one non student day are restored.

- D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.
None.

- E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?** "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

The cost of restoring five furlough days is \$285,685. This expense is offset by new funding received from the Local Control Funding Formula.

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

The District shall send written notice of layoff to affected employee(s) not less than 60 days prior to the effective layoff date (formerly 45 days).

G. Source of Funding for Proposed Agreement

1. Current Year

Additional revenues gained under the Local Control Funding Formula.

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

Restoration of furlough days returns the District to its normal base salary expense. There is not a percentage increase to salaries included in the agreement. Instead savings from furlough days are not continued in 2013-14 and subsequent years.

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

N/A

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

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

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 07/01/2013)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 30,387,040	\$ -	\$ -	\$ 30,387,040
Remaining Revenues (8100-8799)	\$ 4,512,665	\$ -	\$ -	\$ 4,512,665
TOTAL REVENUES	\$ 34,899,705	\$ -	\$ -	\$ 34,899,705
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 18,620,767	\$ -	\$ -	\$ 18,620,767
Classified Salaries (2000-2999)	\$ 4,468,520	\$ 40,045	\$ -	\$ 4,508,565
Employee Benefits (3000-3999)	\$ 5,997,547	\$ 9,342	\$ -	\$ 6,006,889
Books and Supplies (4000-4999)	\$ 549,881	\$ -	\$ -	\$ 549,881
Services, Other Operating Expenses (5000-5999)	\$ 1,336,215	\$ -	\$ -	\$ 1,336,215
Capital Outlay (6000-6599)	\$ 6,465	\$ -	\$ -	\$ 6,465
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ (179,128)	\$ -	\$ -	\$ (179,128)
Other Adjustments				
TOTAL EXPENDITURES	\$ 30,800,267	\$ 49,387	\$ -	\$ 30,849,654
OPERATING SURPLUS (DEFICIT)	\$ 4,099,438	\$ (49,387)	\$ -	\$ 4,050,051
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 2,376,605	\$ -	\$ -	\$ 2,376,605
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ (6,445,854)	\$ -	\$ -	\$ (6,445,854)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 30,189	\$ (49,387)	\$ -	\$ (19,198)
BEGINNING BALANCE	\$ 2,306,818			\$ 2,306,818
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 2,337,007	\$ 2,287,620	\$ 2,287,620	\$ 2,287,620
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 135,000	\$ -	\$ -	\$ 135,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 203,532	\$ -	\$ -	\$ 203,532
Reserve for Economic Uncertainties (9789)	\$ 1,346,107	\$ -	\$ -	\$ 1,346,107
Unassigned/Unappropriated (9790)	\$ 652,368	\$ -	\$ -	\$ 652,368

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

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

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 07/01/2013)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 785,951	\$ -	\$ -	\$ 785,951
Remaining Revenues (8100-8799)	\$ 6,868,375	\$ -	\$ -	\$ 6,868,375
TOTAL REVENUES	\$ 7,654,326	\$ -	\$ -	\$ 7,654,326
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 4,722,574	\$ -	\$ -	\$ 4,722,574
Classified Salaries (2000-2999)	\$ 4,145,093	\$ 51,963	\$ -	\$ 4,197,056
Employee Benefits (3000-3999)	\$ 2,249,761	\$ 12,124	\$ -	\$ 2,261,885
Books and Supplies (4000-4999)	\$ 466,844	\$ -	\$ -	\$ 466,844
Services, Other Operating Expenses (5000-5999)	\$ 2,052,569	\$ -	\$ -	\$ 2,052,569
Capital Outlay (6000-6599)	\$ 60,311	\$ -	\$ -	\$ 60,311
Other Outgo (7100-7299) (7400-7499)	\$ 306,527	\$ -	\$ -	\$ 306,527
Direct Support/Indirect Cost (7300-7399)	\$ 66,285	\$ -	\$ -	\$ 66,285
Other Adjustments				
TOTAL EXPENDITURES	\$ 14,069,964	\$ 64,087	\$ -	\$ 14,134,051
OPERATING SURPLUS (DEFICIT)	\$ (6,415,638)		\$ -	\$ (6,415,638)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 6,445,854	\$ -	\$ -	\$ 6,445,854
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 30,216	\$ -	\$ -	\$ 30,216
BEGINNING BALANCE	\$ 1,848,223			\$ -
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 1,878,439	\$ 1,878,439	\$ 1,878,439	\$ 30,216
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 1,878,439	\$ -	\$ -	\$ 1,878,439
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

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

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 07/01/2013)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 31,172,991	\$ -	\$ -	\$ 31,172,991
Remaining Revenues (8100-8799)	\$ 11,381,040	\$ -	\$ -	\$ 11,381,040
TOTAL REVENUES	\$ 42,554,031	\$ -	\$ -	\$ 42,554,031
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 23,343,341	\$ -	\$ -	\$ 23,343,341
Classified Salaries (2000-2999)	\$ 8,613,613	\$ 92,008	\$ -	\$ 8,705,621
Employee Benefits (3000-3999)	\$ 8,247,308	\$ 21,466	\$ -	\$ 8,268,774
Books and Supplies (4000-4999)	\$ 1,016,725	\$ -	\$ -	\$ 1,016,725
Services, Other Operating Expenses (5000-5999)	\$ 3,388,784	\$ -	\$ -	\$ 3,388,784
Capital Outlay (6000-6599)	\$ 66,776	\$ -	\$ -	\$ 66,776
Other Outgo (7100-7299) (7400-7499)	\$ 306,527	\$ -	\$ -	\$ 306,527
Direct Support/Indirect Cost (7300-7399)	\$ (112,843)	\$ -	\$ -	\$ (112,843)
Other Adjustments				
TOTAL EXPENDITURES	\$ 44,870,231	\$ 113,474	\$ -	\$ 44,983,705
OPERATING SURPLUS (DEFICIT)	\$ (2,316,200)	\$ (113,474)	\$ -	\$ (2,365,587)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 2,376,605	\$ -	\$ -	\$ 2,376,605
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 60,405	\$ (113,474)	\$ -	\$ 11,018
BEGINNING BALANCE	\$ 4,155,041			\$ 2,306,818
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 4,215,446	\$ 4,101,971	\$ 4,101,971	\$ 2,317,836
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 135,000	\$ -	\$ -	\$ 135,000
Restricted Reserves (9740)	\$ 1,878,439	\$ -	\$ -	\$ 1,878,439
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 203,532	\$ -	\$ -	\$ 203,532
Reserve for Economic Uncertainties (9789)	\$ 1,346,107	\$ -	\$ -	\$ 1,346,107
Unassigned/Unappropriated (9790)	\$ 652,368	\$ -	\$ -	\$ 652,368

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

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

	2013-14	2014-15	2015-16
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 31,172,991	\$ 31,660,615	\$ 32,155,864
Remaining Revenues (8100-8799)	\$ 11,381,040	\$ 11,521,631	\$ 11,663,555
TOTAL REVENUES	\$ 42,554,031	\$ 43,182,246	\$ 43,819,419
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 23,343,341	\$ 23,816,491	\$ 24,294,893
Classified Salaries (2000-2999)	\$ 8,705,621	\$ 8,829,241	\$ 8,893,695
Employee Benefits (3000-3999)	\$ 8,268,774	\$ 8,388,671	\$ 8,511,146
Books and Supplies (4000-4999)	\$ 1,016,725	\$ 1,004,267	\$ 1,008,698
Services, Other Operating Expenses (5000-5999)	\$ 3,388,784	\$ 3,388,784	\$ 3,388,784
Capital Outlay (6000-6999)	\$ 66,776	\$ 82,500	\$ 82,500
Other Outgo (7100-7299) (7400-7499)	\$ 306,527	\$ 273,826	\$ 273,826
Direct Support/Indirect Cost (7300-7399)	\$ (112,843)	\$ (113,715)	\$ (113,715)
Other Adjustments		\$	\$
TOTAL EXPENDITURES	\$ 44,983,705	\$ 45,670,065	\$ 46,339,826
OPERATING SURPLUS (DEFICIT)	\$ (2,365,587)	\$ (2,487,820)	\$ (2,520,407)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 2,376,605	\$ 1,772,933	\$ 2,071,549
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 60,405	\$ (714,887)	\$ (448,858)
BEGINNING BALANCE	\$ 4,155,041	\$ 4,215,446	\$ 3,500,559
CURRENT-YEAR ENDING BALANCE	\$ 4,215,446	\$ 3,500,559	\$ 3,051,701
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 135,000	\$ 135,000	\$ 135,000
Restricted Reserves (9740)	\$ 1,878,439	\$ 538,074	\$ 100,125
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 203,532	\$ 203,532	\$ 203,532
Reserve for Economic Uncertainties (9789)	\$ 1,349,511	\$ 1,370,102	\$ 1,390,195
Unassigned/Unappropriated (9790)	\$ 652,368	\$ 1,253,851	\$ 1,222,849

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2013-14	2014-15	2015-16
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 44,983,705	\$ 45,670,065	\$ 46,339,826
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 1,349,511	\$ 1,370,102	\$ 1,390,195

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

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 1,349,511	\$ 1,370,102	\$ 1,390,195
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 652,368	\$ 1,253,851	\$ 1,222,849
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 2,001,879	\$ 2,623,953	\$ 2,613,044
h.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

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

2013-14	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2014-15	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2015-16	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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

N/A

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

The District budgeted for the restoration of three furlough days in the adopted 2013-14 budget. The amount on page four reflects the remaining two furlough days.

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

None.

L. CERTIFICATION NO. 2

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

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

District Superintendent (or Designee)
(Signature)

Date

President or Clerk of Governing Board
(Signature)

Date

Scott R. Martin

Contact Person

714-843-3249

Phone

FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL DIVISION

MEMORANDUM

To: Dr. Marc Ecker, Superintendent

From: Cathie Abdel, Assistant Superintendent, Personnel

Re: Tentative Agreement between CSEA and its Chapter #358 and FVSD

Date: October 7, 2013

BACKGROUND

In September 2013, CSEA and FVSD continued negotiations from the 2012-2013 school year for the 2013-2014 negotiated agreement between CSEA and FVSD. We addressed the new funding formula, Local Control Funding Formula and its impact on our district. Through negotiations, we were able to reach an agreement that includes the restoration of the remaining three (3) furlough days to three (3) work days, changes to contractual language in the areas of Industrial Accident and Illness Leave, Employee Expenses, and salaries, as well as reductions in hours. CSEA Chapter #358 and FVSD reached a tentative agreement on September 26, 2013 and CSEA is scheduled to ratify the agreement on Monday, October 14, 2013.

RECOMMENDATION

It is recommended that the Board of Trustees approves the tentative agreement dated September 26, 2013 between CSEA Chapter #358 and the Fountain Valley School District.

ARTICLE 9: SALARIES

9.1 Salary Enhancement/Deductions

9.1.2 Longevity

Add the following step:

- Beginning with the thirty-sixth year of service, an employee shall receive an additional 2% of his/her regular salary range and step.

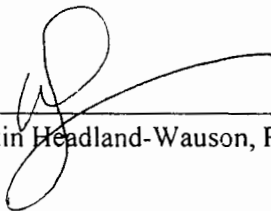
ARTICLE 11: LAY OFF AND REEMPLOYMENT PROCEDURES

11.2 Notice of Layoff

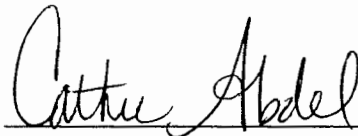
11.2.1 The District shall send written notice of layoff to the affected employee(s) not less than ~~forty-five (45)~~ **sixty (60)** days prior to the effective date of layoff, informing the employee(s) of his/her displacement rights, if any, and reemployment rights. Any notice of layoff shall specify the reason for layoff and identify by name and classification the employee(s) designated for layoff.

- 3) Per the June 15, 2012 agreement between FVSD and CSEA, Personnel Necessity Days will return to seven (7) per school year with six (6) days being deducted from sick leave and one (1) day from the District Leave account.
- 4) Reductions in assigned time:
 - a. ESP Instructor (Courreges) – 19 hours/week, reduced to 16 hours/week
 - b. ESP Aide (Oka) – 18.5 hours/week, reduced to 15 hours/week
 - c. ESP Aide (Tamura) – 15 hours/week, reduced to 13.5 hours/week
- 5) Article XVIII: Term of the Agreement
This agreement shall remain in full force and effective beginning July 1, 2013 and ending June 30, 2014 and thereafter shall continue in effect year by year unless one of the parties notifies the other, in writing by March 1, of its request to modify, amend or terminate this agreement.

Executed this 26th day of September, 2013.



Martin Headland-Wauson, President CSEA #358



Cathie Abdel, Assistant Superintendent, Personnel

Amy Gonzales, CSEA LRR



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: *REVISION TO BOARD POLICY 5121 GRADES/EVALUATION OF
STUDENT ACHIEVMENT (FIRST READING)*
DATE: October 8, 2013

BACKGROUND INFORMATION:

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

Board Policy 3515.2 has been updated to reflect recommendations from the California School Boards Association, current District practice, and proposed changes to elementary report cards.

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 5121 Grades/Evaluation of Student Achievement be approved for first reading, with necessary changes as indicated by the Board of Trustees.

GRADES/EVALUATION OF STUDENT ACHIEVEMENT

The ~~Board of Trustees~~ **Governing Board** believes that grades serve a valuable instructional purpose by helping students and parents/guardians **understand performance expectations and identifying** ~~identify~~ the student's areas of strength and those areas needing improvement. Parents/guardians and students have the right to receive course grades that represent an accurate evaluation of the student's achievement.

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

(cf. 6146.4 - Differential Graduation and Competency Standards for Individuals with Exceptional Needs)

~~Teachers shall evaluate a student's work in relation to standards which apply to all students at his/her grade level, not in relation to the work of other students in one particular class.~~ The Superintendent or designee shall establish ~~and regularly evaluate~~ a uniform grading system **based on standards that apply to all students in that course and grade level.** ~~and~~ Principals **and teachers** shall ensure that student grades conform to this system. Teachers shall inform students and parents/guardians how student achievement will be evaluated in the classroom.

~~Grades should be based~~ **A teacher shall base a student's grades** on impartial, consistent observation of the quality of the student's work and his/her mastery of course content **and district standards**. Students shall have the opportunity to demonstrate this mastery through a variety of ~~channels~~ **methods** such as classroom participation, homework, tests, and portfolios.

(cf. 6011 - Academic Standards)

(cf. 6162.5 - Student Assessment)

The teacher of each course shall determine the student's grade. The grade assigned by the teacher shall not be changed by the Board or the Superintendent except as provided by law, Board policy and administrative regulation. (Education Code [49066](#))

(cf. [5125.3](#) - Challenging Student Records)

Students in K-2 shall receive progress marks rather than letter grades.

When reporting student grades to parents/guardians, teachers may add narrative descriptions, observational notes and/or samples of classroom work in order to better describe student progress in specific skills and subcategories of achievement.

(cf. 5113 - Absences and Excuses)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 5124 - Communication with Parents/Guardians)

(cf. 5125.3 - Challenging Student Records)

(cf. 6154 - Homework/Make-up Work)

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

A report card for a student with a disability may contain information about his/her disability, including whether that student received special education or related services, provided that the report card informs parents/guardians about their child's progress or level of achievement in specific classes, course content, or curriculum. However, transcripts that may be used to inform postsecondary institutions or prospective employers of the student's academic achievements shall not contain information disclosing the student's disability.

(cf. 5125 - Student Records)

(cf. 6159 - Individualized Education Program)

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

English Language Learners (ELL):

~~K-5 English language learners (ELL) who have been in the country twelve (12) months or less attended U.S. schools less than 12 months and who score at the Beginning level on the California English Language Development Test (CELDT) will not receive grades in Reading, Writing or Speaking at the discretion of the teacher for up to one school year while in attendance at a Fountain Valley school. ELL students who score Beginning (Level 1) or Early Intermediate (Level 2) on the California English Language Development Test (CELDT) will not receive an academic grade on the regular report card in the areas of Reading, Writing, or Speaking during the first trimester of the school year and/or second trimester because of language proficiency. K-5 teachers will report progress towards English language proficiency to parents on the English Language Development (ELD) Report Card supplement.~~

Newly Enrolled Students

In the Fountain Valley School District, a student shall be enrolled a minimum of 20 school days before a report card or progress report grade can be determined.

~~Unexcused Absences~~**Effect of Absences on Grades**

If a student misses class without an excuse and does not subsequently turn in homework, take a test, or fulfill another class requirement which he/she missed, the teacher may lower the student's grade for nonperformance.

(cf. 6154 - Homework/Makeup Work)

The Board believes that five unexcused absences per grading period constitute excessive unexcused absences. Students with excessive unexcused absences may receive a lower or failing grade and not receive credit for the class(es). Ed. Code 48067

(cf. 5113 - Absences and Excuses)

Grade Point Average

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

The Superintendent or designee shall determine the methodology to be used in calculating students' grade point averages (GPA), including the courses to be included within the GPA.

~~Parent-Teacher Conferences~~

~~Modified Days shall be scheduled during the first trimester for the purpose of parent conferences.~~

~~K-5/8 schools: During the Fall parent conferences, all parents shall receive a conference.~~

~~6-8 Middle Schools: Parents of students that have a D, F, N or U or are at risk for retention shall have a mandatory teacher conference. Any parent wishing to have a conference shall be given the opportunity to conference with the teacher.~~

~~Spring conferences, all schools: The need for a spring conference shall be determined by parent request and/or teacher professional judgment. A spring conference shall be conducted if the student has earned any D's, F's, N's or U's and/or if a student's grade has dropped two grade levels (i.e. "A" to "C"), and/or if the parent/guardian requests to meet with the teacher for any reason.~~

*Legal Reference:**EDUCATION CODE**[41505-41508](#) Pupil Retention Block Grant**[48070](#) Promotion and retention**[48205](#) Excused absences**[48904-48904.3](#) Withholding grades, diplomas, or transcripts**[49066](#) Grades; finalization; physical education class**[49067](#) Mandated regulations regarding student's achievement**[49069.5](#) Students in foster care, grades and credits*~~*CODE OF REGULATIONS, TITLE 5*~~~~*[10060](#) Criteria for reporting physical education achievement, high schools*~~*UNITED STATES CODE, TITLE 20**[1232g](#) Family Education Rights and Privacy Act (FERPA)**[6101-6251](#) School-to-Work Opportunities Act of 1994**CODE OF FEDERAL REGULATIONS, TITLE 34**[99.1-99.67](#) Family Educational Rights and Privacy Act**COURT DECISIONS**Owasso Independent School District v. Falvo, (2002) 534 U.S. 426**Las Virgenes Educators Association v. Las Virgenes School District, (2001) 86**Cal.App.4th 1**Swany v. San Ramon Valley Unified School District, (1989) 720 F.Supp. 764**Johnson v. Santa Monica-Malibu Unified School District Board of Education, (1986) 179**Cal.App.3d 593*

Policy

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

adopted: September 11, 2007

Fountain Valley, California

GRADES/EVALUATION OF STUDENT ACHIEVEMENT

Written report cards displaying students' grades in each subject or course shall be distributed to parents/guardians at the end of each grading period. Parents/guardians shall be offered an opportunity to meet with their child's teacher(s) to discuss the grades and strategies to improve their child's performance.

(cf. 6020 - Parent Involvement)

Whenever it becomes evident to a teacher that a student is in danger of failing a course, the teacher shall arrange a conference with the student's parent/guardian or send the parent/guardian a written report. (Education Code 49067)

(cf. 5123 - Promotion/Acceleration/Retention)

(NOTE: The following section on Parent Conferences was moved from Board Policy to Administrative Regulation based upon Education Code 49067, which mandates that the Board prescribe regulations requiring either a conference with the parent/guardian or a written report sent to the parent/guardian whenever a student is in danger of failing a course. The following information provides detail to the written statement above.)

Parent-Teacher Conferences

Modified Days shall be scheduled during the first trimester for the purpose of parent conferences.

K-5/8 schools: During the Fall parent conferences, all parents shall receive a conference.

6-8 Middle Schools: Parents of students that have a D, F, N or U or are at risk for retention shall have a mandatory teacher conference. Any parent wishing to have a conference shall be given the opportunity to conference with the teacher.

Spring conferences, all schools: The need for a spring conference shall be determined by parent request and/or teacher professional judgment. A spring conference shall be conducted if the student has earned any 1's, D's, F's, NS's, N's or U's and/or if a student's grade has dropped two grade levels (i.e. "A" to "C"), and/or if the parent/guardian requests to meet with the teacher for any reason.

Grades for Achievement

~~Grades for achievement for Kindergarten shall be reported for each marking period as follows:~~

- ~~* _____ Not evaluated at this time~~
- ~~• _____ Not evident at this time~~
- ~~/ _____ Progressing~~
- ~~X _____ Has obtained this objective~~

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

~~Grades for achievement in grades 1-2 shall be reported for each marking period as follows:~~

For grades K-2, students' level of progress shall be reported as follows:

- ~~O~~ ————— ~~Outstanding~~
- ~~V~~ ————— ~~Very good~~
- ~~S~~ ————— ~~Satisfactory~~
- ~~N~~ ————— ~~Needs to improve~~
- ~~U~~ ————— ~~Unsatisfactory~~
- ~~•~~ ————— ~~Not evaluated~~
- 3 Meeting or Exceeding Grade Level Expectations**
- 2 Partial Progress Demonstrated**
- 1 Minimal Progress Demonstrated**

~~Grades for achievement in grades 3-8 shall be reported for each marking period as follows:~~

For grades 3-8, students' level of progress shall be reported as follows:

A	(90-100%)	Outstanding Achievement Excellent	4.0 grade points
B	(80-89%)	Above Average Achievement	3.0 grade points
C	(70-79%)	Satisfactory Achievement Average	2.0 grade points
D	(60-69%)	Below Average Achievement	1.0 grade points
F	(0-59%)	Unsatisfactory Achievement Failing	0 grade points
I		Incomplete	0 grade points
NM		No Mark	0 grade points

An Incomplete shall be given only when a student's work is not finished because of illness or other excused absence. If not made up within six weeks, the Incomplete shall become an F.

~~Students must be enrolled a minimum of 20 school days in order for a grade to be given during the trimester marking period.~~

A No Mark (NM) shall be given only for students enrolled for less than 20 school days.

No grade of a student participating in a physical education class may be adversely affected due to the fact that the student, because of circumstances beyond his/her control, does not wear standardized physical education apparel. (Education Code 49066)

(NOTE: The following section was removed from Administrative Regulation because it already appears in Board Policy as recommended by the California School Boards Association.) ~~When reporting student grades to parents/guardians, teachers may add narrative~~

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

~~descriptions, observational notes and/or samples of classroom work in order to better describe student progress in specific skills and subcategories of achievement.~~

Students in grades 6 through 8 must earn at least a ~~2.0 or "C"~~ **or a 2.0** grade point average (**GPA**) in order to participate in extra/cocurricular activities. If a student achieves less than a 2.0

GPA on a report card, there shall be a period of ineligibility until a trimester report card produces a GPA of 2.0 or above.

(cf. 6145 - Extracurricular and Cocurricular Activities)

Criteria for determining grades for achievement must focus on the quality of the student's work and his/her mastery of course content standards. Such criteria may include but is not limited to:

1. Preparation of assignments, including accuracy and legibility.
2. Contribution to classroom discussions.
3. Demonstrated understanding of concepts in tests.
4. Application of skills and principles to new situations.
5. Organization and presentation of written and oral reports.
6. Originality and reasoning ability when working through problems.

Grades for English Language Learners

Grades for progress towards English language proficiency will be reported for each marking period as follows:

~~✓ Mastery~~

~~+ Progress/Not Mastered~~

- 3 Meets standards**
2 Approaching standards
1 Working below standards

Progress Reports

Progress reports ~~grades~~ are distributed at the following times:

- All students shall receive a progress report in the first trimester.
- A student at risk of retention shall be issued a progress report at every trimester.
- Students whose grades have dropped significantly or who are receiving **1's**, **U's**, **D's** or **F's** will be issued a progress report for the second trimester.

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

- Students whose grades have dropped significantly or who are receiving 1's, U's, D's or F's will be issued a progress report for the third trimester.

Grades for Citizenship and Effort

Grades for citizenship and effort shall be reported each marking period as follows:

Kindergarten – **Grade 2** : ~~Same as for achievement~~
S Satisfactory
NS Not Satisfactory

~~Grades 1-2: Same as for achievement~~

Grades 3-5: O Outstanding
~~V Very Good~~
 S Satisfactory
 N Needs Improvement

Grades 6-8: O Outstanding
 S Satisfactory
 N Needs Improvement
 U Unsatisfactory

Criteria for determining grades for citizenship may include but are not limited to:

1. Student obeys rules.
2. Student respects public and personal property.
3. Student maintains courteous, cooperative relations with teachers and fellow students.
4. Student works without disturbing others.

Criteria for determining grades for effort may include but are not limited to:

1. Student takes responsibility for having necessary tools and materials.
2. Student shows interest and initiative.
3. Student goes to work immediately and completes assignments.
4. Student uses free time resourcefully.

Peer Grading

At their discretion, teachers may use peer grading of student tests, papers and assignments as appropriate to reinforce lessons.

Absences from School

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

Effect of Absences on Grades

Teachers who withhold class credit because of excessive unexcused absences shall so inform students and parents/guardians at the beginning of the school year or semester. ~~When an unexcused absence occurs, the student and parent/guardian shall again be notified of the district's policy regarding excessive unexcused absences.~~ **When a student reaches the number of unexcused absences defined as excessive in Board policy, the student and parent/guardian shall again be notified of the district's policy regarding excessive unexcused absences.**

(cf. 5113 - Absences and Excuses)

The student and parent/guardian shall have a reasonable opportunity to explain the absences. (Education Code 49067)

If a student receives a failing grade because of excessive unexcused absences, the student's record shall specify that the grade was assigned because of excessive unexcused absences. (Education Code 49067)

(cf. 5125 - Student Records)

Grades for a student in foster care shall not be lowered if the student is absent from school due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades and credits shall be calculated as of the date the student left school
2. A verified court appearance or related court-ordered activity

(cf. 6173.1 - Education for Foster Youth)

Grade Point Average

The Superintendent or designee shall calculate each student's GPA using the grade points assigned to each letter grade in accordance with the scale described in the section "Grades for Achievement" above. The grade points for all applicable coursework shall be totaled and divided by the number of courses completed.

(cf. 5126 - Awards for Achievement)

(cf. 6145 - Extracurricular and Cocurricular Activities)

When plus and minus designations are added to letter grades, they shall not be considered in determining GPA.

Students

AR 5121(f)

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

Regulation
approved:

~~September 11, 2007~~

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

Fountain Valley, California

Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M
D/FS 13-14 - 44

TO: Stephen McMahon, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
DATE: October 7, 2013
SUBJECT: **APPROVAL OF ACCEPTANCE OF HIGHEST OR SUCCESSFUL BID AND
DELEGATION OF AUTHORITY TO EXECUTE FINAL LEASE AGREEMENT**

BACKGROUND

As the final step in the lease of approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain Valley, California, known generally as the former Fred Moiola School Site (the "Property"), the District conducted a public auction for the lease of the Property on October 17, 2013, pursuant to Education Code section 17472 and the authority delegated to the Superintendent by Resolution 2013-26.

RECCOMENDATION

It is recommended that the Board of Trustees approve and accept the bid ranking and/or listing for the Property, as well as the highest bid for the Property (or selected bid in the case only counteroffers are received). It is further recommended that the Board approve a delegation of authority to the Superintendent, or his designee, to execute the final Lease Agreement with the successful bidder.

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

September 12, 2013

MINUTES

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

CALL TO ORDER

The following board members were present:

ROLL CALL

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

Motion: Mr. Collins moved to approve the meeting agenda. AGENDA APPROVAL

Second: Mrs. Edwards

Vote: 5-0

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

PUBLIC COMMENTS

Mrs. Crandall 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.
- Conference with Legal Counsel: Anticipated Litigation: *Government Code Section 54956.9*
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: 1 case. Attorney Karen Van Dijk will join Support Services Director,

Abby Wright and WOCCE Director Dr. Crystal Bejarano in updating the Board of Trustees.

The public portion of the meeting resumed at 7:00pm.

PLEDGE OF ALLEGIANCE

Mrs. Edwards led the Pledge of Allegiance.

PUBLIC HEARINGS

A public hearing was held for the purpose of receiving public comment on the California Environmental Quality Act. Public input was welcomed. There were no requests to address the Board and the hearing was closed.

PUBLIC HEARING FOR CALIFORNIA ENVIRONMENTAL QUALITY ACT

STAFF REPORTS AND PRESENTATIONS

Director, Fiscal Services, Scott Martin reviewed for the Board of Trustees the unaudited actuals for the Fountain Valley School District for the fiscal year 2012-13. Mr. Martin reviewed the State economy, noting that the State is up year over year. He noted that State General Fund revenues are down roughly \$334 million with this shortfall being mainly due to less than expected personnel income tax revenue. He reviewed the economic indicators and state unemployment, noting improvements over last year. He reviewed the District's unaudited actuals including revenues and expenditures. He noted that we are \$1.4 million below what was originally estimated for expenditures. With this our deficit was also reduced, requiring only \$1 million into the general fund, \$309,701 less than estimated. He reviewed the Local Control Funding Formula and our projected funding at full implementation in 2020-21 of \$48.1 million and for 2013-14 at \$36.7 million, an increase over last year's funding of \$1.5 million. Final funding will be based on 2013-14 attendance reporting and could change significantly. As the State is behind in implementing LCFF, 2013-14 funding will be trued up in July 2014. He reviewed Local Control Accountability Plans (LCAP), noting that districts are required to adopt a LCAP using a template developed by the State Board of Education before July 1, 2014. The plan will be effective for a period of three years and must be updated yearly. The plan must also include annual goals for all pupils based on eight state priorities as well as any local priorities identified by the Board.

UNAUDITED ACTUALS FOR FISCAL YEAR 2012-13 (ORAL AND WRITTEN)

Assistant Superintendent, Instruction, Anne Silavs presented the 2013 STAR Tests Results for the Fountain Valley School District to the Board of Trustees. She reviewed the statewide drop in

STAR TEST RESULTS 2013 (ORAL AND WRITTEN)

student performance as measured by the California Content Standards Test, noting that State Superintendent of Education Tom Torlakson attributes this slight dip to this being a time of transition and the lack of appropriate school funding. She reviewed California's results statewide for ELA, with a NCLB target for 2013 of 89.2% proficient or better. FVSD results in ELA were 79.9% proficient and above for 2013, a slight decline from last year. She broke down our results by grade level and by subgroup, noting that in all grades except 4th and 6th there was some decline. She also reviewed statewide results in math, noting a slight drop statewide to 51.2% proficient or better with a NCLB target of 89.5%. In FVSD we did grow a fraction of a percent in math to 79.8% in 2013. She again broke down the results by grade level and subgroup, noting that in most grades the district did see growth. She explained that under NCLB, failure to meet Adequate Yearly Progress (AYP) does place a district in Program Improvement (PI). She noted that 25 out of 28 school districts in the county are in PI. Of the 321 Title I schools in the county, 87% are in PI. Fountain Valley is in year three of PI, requiring us to rewrite our LEA Plan this year, and while no district Title I schools are in PI, both are at risk in 2014. She also reviewed Academic Performance Index (API), noting that in 2012-13, 36.6% of schools increased in API while 58.1% decreased and 2.5% remained the same versus 2011-12 where 63.1% of schools increased and only 32.1% decreased. She noted as well that FVSD continues to be the highest performing elementary school district, and 4th overall in the county.

BOARD REPORTS AND COMMUNICATIONS

Mr. Templin attended State SELPA and participated in two trainings on Alternate Dispute Resolution (ADR) and district budgets in general and specifically Maintenance of Effort (MOE).

BOARD REPORTS AND COMMUNICATIONS

Mr. Collins attended the OCSBA fiscal meeting on LCFF and the district's Common Core State Standards staff development. He thanked Dr. Ecker for hosting the Board for our annual dinner. He attended the first SPC meeting, the FVEF meeting, the music demonstration at Oka and the Assistance League's grant presentation to our teachers. He commended the Assistance League's donation to our teachers of grants totaling \$42,000. He thanked Mr. Martin and Ms. Silavs for their presentations this evening and also noted the importance of Patriot's Day yesterday. He commended as well Keoni Gandall, former Talbert student, who has reached the National Science Finals.

Mrs. Galindo attended the first SPC meeting. She noted the recent *OC Register* article, announcing students who achieved PSAT merit, noting that Fountain Valley had the most students.

Mrs. Edwards attended the CCSS staff development trainings, the Assistance League’s presentation of grants, Plavan’s music demonstration, and a CSBA planning meeting regarding upcoming LCFF and CCSS panels.

Mrs. Crandall congratulated Mrs. Green on the awarding of a \$35,000 grant for her State Preschool Program. She attended the Thinking Maps presentation for two of our school sites, the CCSS staff developments, the Assistance League grant presentation, the Patriot’s Day presentation at Courreges, the Hyundai Motor America 5K Run, the Kelly Osborn Memorial Fundraiser where an FVLA-sponsored team participated, the Festival of Children event, as well as the cabinet meeting for tonight’s agenda, a CSBA webinar on all of the back to school issues and she presented a CVA training for Kindergarten parents. She thanked all of the trustees for their service.

PUBLIC COMMENTS

There were three requests to address the Board. Two community members addressed the Board regarding the Common Core. One community member and past trustee addressed the Board regarding the need for a public information consultant.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Galindo moved to approve the Public Information Outreach Consultant and enter into a contract with Mr. Tom DeLapp.

PUBLIC
INFORMATION
OUTREACH
CONSULTANT

Second: Mrs. Crandall

Mrs. Galindo noted that she has spent the last week interacting with Mr. DeLapp and testing his response time. She explained her discussion with him regarding the focus of hiring a PIO as foundation development and while this was not his original understanding of the focus, he shared his skills with her in this regard, noting that he would focus on development in addition to building our base of volunteers, and provide coaching, including designing fundraising materials and campaigns, in addition to guiding corporate donation request calls. She urged the Board to consider him for this position with an open mind. Mrs. Crandall

noted her agreement that a capital investment should be made for a consultant. She noted her research regarding this decision and her preference for Mr. DeLapp given his ability to analyze crisis situations, his efficiency, and his depth and breadth of experience, as noted by several references. She noted that her concerns over accessibility were resolved in that face to face time would be included in his services, and severability, noting that a 30-day notice would be required. Mr. Templin noted that he has done his own homework including research with individuals that have used both companies. He noted that the feedback was all good and he is being very open-minded. He noted his feeling that everyone has done their research on this item.

Vote: 2-3 (Edwards, Templin, Collins)

Motion: Mr. Templin moved to approve the Public Information Outreach Consult with the superintendent’s recommendation (entering into a contract with Clifford Moss).

Second: Mr. Collins

Mr. Collins noted that Mr. DeLapp’s presentation was very slick and he is an extremely busy person, occupied in a lot going on at the same time. He noted that he would like the focus to be on the Foundation. He noted his concern that Mr. DeLapp did not know what the focus of hiring a PIO would be for the district. He noted that Mr. Davis has been present at several meetings, has already won over the admiration of the FVEF and offered several ideas already. He noted the role of Mr. Mike Davis as well, as our fundraising chair. He noted the value of the superintendent and senior staff’s recommendation and the research behind this. Mr. Templin explained that either could do a good job for us. Mrs. Edwards agreed, noting her research of both firms as well. She agreed with Mr. Collins as well in the importance of the superintendent’s recommendation. She noted that she is not blindly following and that it comes with a lot of thought.

Vote: 3-2 (Crandall, Galindo)

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

Second: Mr. Collins

Vote: 5-0

CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS

The Consent Calendar included:

- Board Meeting Minutes from the August 15th meeting
- Board Meeting Minutes from the August 29th special meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Adjustments
- Approval of Unaudited Actuals for Fiscal Year Ending 2012-13
- Adoption of Resolution 2014-13 GANN Amendment Appropriations Limitation
- Approval of Annual Copier Maintenance Contract
- Adoption of Resolution 2014-14: California Environmental Quality Act – Moiola
- Approval of 504 Handbook
- Approval of Notice of Layoff for Classified Position
- Approval of Tobacco-use Prevention Education (TUPE) Cohort F Competitive Grant
- Approval of Moiola Surplus Property Recommended Lease Terms
- Approval of Contract for Services Between Pivot Learning Partners and the Fountain Valley School District for Professional Development Services
- Non-Public Agency Contracts

Non-Public School/Agency	100% Contract Cost	Effective Dates
Cornerstone Therapies	\$3,350	7/1/13-6/30/14
Sandra Shigetomi-Toyama, M.S.	\$3,080	7/1/13-6/30/14
Cornerstone Therapies	\$3,060	9/4/13-6/30/14
Autism Partnership, Inc.	\$6,270	9/4/13-5/3/14
Cornerstone Therapies	\$960	7/1/13-6/30/14
Jose D. Rios, MS	\$2,700	7/1/13-6/30/14

SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS

Mr. McMahon Noted the upcoming groundbreaking event for our energy project on October 17th. He asked if a 3pm start time would be okay. All agreed. He noted that it will be at Talbert Middle School.

Dr. Ecker Congratulated Mr. Davis, Mr. Davis and Clifford Moss. He noted how thrilled we all

are in having them a part of our team. He noted that the Tustin Public Schools Foundation will be hosting a State of the School breakfast, something that perhaps the FVEF would be interested in attending as perhaps in not too long of a time this will be something that we will be hosting.

Dr. Ecker Welcomed Mrs. Allcorn to the meeting, noting how great it is to see her here this evening.

Dr. Ecker Thanked both Ms. Silavs and Mr. Martin for their reports this evening.

ADJOURNMENT

Motion: Mr. Templin moved to adjourn the meeting at 8:40pm.

Second: Mrs. Edwards

Vote: Unanimously approved

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
October 17, 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	Olson, Mindy	Courreges	4 th Grade Teacher	Maternity	09/20/2013
1.1.2	McMahon, Peny	Courreges	5 th Grade Teacher	Maternity	09/23/2013
1.1.3	Moussa-Zahab, Jeanie	Oka	4 th Grade Teacher	Maternity	09/10/2013

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF CERTIFICATED EMPLOYEES ON TEMPORARY CONTRACT FOR THE 2013-2014 SCHOOL YEAR

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>FTE</u>
1.2.1	Wantink, Jenna	1 st Grade	Courreges School	1.0
1.2.2	Pion, Ashley	2 nd Grade	Newland School	1.0

2.0 EMPLOYMENT FUNCTIONS

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS THE APPROVAL OF THE FOLLOWING NEW CLASSIFIED EMPLOYEES.

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
2.1.1	Palacios, Cassandra	LVN	Fulton	09/14/2013
2.1.2	King, Kamilah	LVN	Plavan	10/12/2013
2.1.3	Phan, Victoria	IA Vietnamese	Gisler	09/24/2013
2.1.4	Dimeck, Jill	Office Assistant	D.O	09/16/2013
2.1.5	Sanchez, Roselia	ESP Instructor	Oka	09/30/2013
2.1.6	Tomita, Alice	ESP Aide	Cox	10/07/2013
2.1.7	Nguyen, Hien	Custodian	D.O.	09/25/2013

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.2.1	Cline, Kathleen	Talbert	IA Special Ed	Personal	09/13/2013
2.2.2	Jones, Brian	D.O	Custodian	Medical	08/22/2013
2.2.3	Pendelton, Robin	Masuda	IA SH/PH	Medical	09/16/2013

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.3.1	Nguyen, Nora	Gisler	IA Vietnamese	06/16/2013
2.3.2	Vo, Anh Thu	Newland	IA Special Ed.	09/13/2013
2.3.3	Webber, Rhonda	Plavan	Office Assistant	10/04/2013

2.4 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RETIREMENT OF ROSIE SHAW, TRANSPORTATION EFFECTIVE 01/06/2014.

3.0 INDEPENDENT CONTRACTOR/AFFILIATION AGREEMENT:

3.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS THE APPROVAL OF GENERAL PROVISIONS AGREEMENT WITH CSULB FOR BASIC CREDENTIAL PROGRAMS: STUDENT TEACHING, SCHOOL COUNSELING, AND SCHOOL PSYCHOLOGY TO EXPIRE 09/30/2018.

4.0 WORKSHOP/CONFERENCE ATTENDANCE:

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATES</u>
4.1	Abdel, Cathie	ACSA PERSONNEL INSTITUTE	COSTA MESA	ACTUAL & NECESSARY	012719470 -5210	10/02/2013- 10/04/2013
4.2	Arjian, Vania	CCAC CONFERENCE	SACRAMENTO	ACTUAL & NECESSARY	012719470 -5210	10/16-2013- 10/18/2013
4.3	Martin, Scott	CBO MENTOR PROGRAM	SACRAMENTO	BUDGET NOT TO EXCEED \$1,000.00	012849380 -5210	APRIL 2013- MARCH 2014
4.4	Abdel, Cathie	Advanced Collective Bargaining Workshop	OCDE	ACTUAL & NECESSARY	012719470 -5210	10/24/2013

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

October 17, 2013

INSTRUCTION

5.0 APPROVAL OF ADDITIONAL DUTY REQUESTS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
5.1	GAEBEL, Alyssa (Fulton)	Cheer Advisor	\$1,000 stipend + benefits	01-023-2989-1115	2013-2014 school year
5.2	JOHNSON, Jannette (Fulton)	ASB Advisor	\$1,000 stipend + benefits	01-014-2989-1115	2013-2014 school year
5.3	FLORES, Staci (Fulton)	8 th Grade Activities Coordinator	\$1,000 stipend + benefits	01-014-2989-1115	2013-2014 school year
5.4	FOGARTY, Kim (Fulton)	ASB Bookkeeper	\$2,000 stipend + benefits	01-272-2988-2415	2013-2014 school year
5.5	DREW, Scot KOBZEFF, Julie (Fulton)	Sports Coaches for Soccer	\$250.00 stipend per tournament coached	01-023-2989-1115	2013-2014 school year
5.6	JOHNSON, Jennifer (Masuda)	Student Council Advisor	\$2,000 stipend + benefits	01-014-4988-1115	2013-2014 school year
5.7	NEVIN, Amy (Masuda)	Cheer Coach	\$1,000.00	01-014-4989-1115	2013-2014 school year
5.8	SPIRK, Nancy (Masuda)	Student Council Bookkeeper	\$2,000 stipend + benefits	01-014-4988-2415	2013-2014 school year
5.9	CROOKS, Jill DUGGAN, Mary ELDRIDGE, Ed ELLIS, Kristen FOUSE, Erin GARCIA, Ervin SIEMENS, Jeff WARF, Thomas WILSON, Tara ZAHEDI, Jeff (Masuda)	District Tournament Coaches	\$250.00 stipend per tournament coached	01-014-4989-1115	2013-2014 school year
5.10	FOCKLER, K. C. (Talbert)	Student Council Advisor	\$2,000 stipend + benefits	01-014-3888-1115	2013-2014 school year
5.11	GRANT, Jennifer (Talbert)	Cheer Coach	\$1,000 stipend + benefits	01-014-3888-1115	2013-2014 school year
5.12	MCCOMBS, Heather (Talbert)	ASB Bookkeeper	\$2,000 stipend + benefits	01-272-3888-2415	2013-2014 school year
5.13	BARTON, Cecelia ECKER, Molly FOCKLER, K. C. HATCHER, Mandy HOWARD, Loren MARBUT, Jeff MCNALLY, Colleen PETRILLA, Gary	Coach for one or more sports for the District sport tournaments	\$250.00 stipend per tournament coached	01-014-3889-1115	2013-2014 school year

5.0 **APPROVAL OF ADDITIONAL DUTY REQUESTS (continued)**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
5.13	SOTOLONGO, Joel TRIMM, Amy WALTERS, Kelly WOOD, John (Talbert)				
5.14	WORKMAN, Tiffini (CR) CARRASCO, Christine (Cox) PERKINS, Larissa (Ful) BREITER, Julie (Gis) FOUSE, Erin (Mas) JOHNSTON, Terry (New) ANGELES, Vanessa (Oka) MADDEN, Elizabeth (Pl) SOTOLONGO, Joel (Tal) DAO, Huong (Tam) (Assess & Acct)	English Learner Lead Teacher for their individual school site	\$1,000 stipend each	01-030-8055-1115	2013-2014 school year
5.15	HISGEN, Jennifer (CR) KUBOTA, Todd (Cox) LANGSTON, Teri (Cox) PHAN, Viet (Ful) GONZALEZ, Michelle (Gis) ELDRIDGE, Ed (Mas) KITAHARA, Amanda (New) MCDANIELS, Michelle (Oka) MOUSSA-ZAHAB, Jeanie (Ok) YAMABE, Kevin (Pl) MARBUT, Jeff (Tal) OSBORNE, Daryl (Tam) (Assess & Acct)	Technology Coordinator for their individual school site	Not to exceed \$750 per school site	01-668-9077-1115	2013-2014 school year
5.16	BARTON, Cecilia (Tal) JAMES, Brooke (Tal) LEWIS, Kathy (Cox) LIM, Frieda (Mas) RASSEY, Diane (Oka) WESLEY, Sam (Ful) (C & I)	Three, after-school BTSA Mentor Forums	\$50 per Mentor Forum attended, not to exceed \$150/each	01-601-9275-1115	2013-2014 school year

REASON FOR LATE SUBMITTAL: Received information from the County too late for submission at the September Board Meeting.

5.17	HOLMAN, Mark (Ful) (C & I)	BTSA/Induction Mentor	\$625.00/annually	01-601-9275-1115	2013-2014 school year
5.18	HOLMAN, Mark (Ful) JOHNSTON, Terry (New) (C & I)	BTSA Mentors for one teacher each	\$1,500 each	01-601-9275-1115	2013-2014 school year
5.19	WATKINS, Mary Lou (Ret) LUNG, Louise (Ret) MARTIN, Jill (ESP) (C & I)	Early Learning Sp. Early Learning Con. Sch. Read. Clerical	\$16,500 less ben. \$ 3,500 less ben. Regular hourly rate, not to exceed \$3,800	01-026-9275-1356 01-026-9275-1356 01-026-9275-2413	2013-2014 school year

5.0 **APPROVAL OF ADDITIONAL DUTY REQUESTS (continued)**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
5.20	Courreges – TBD Cox -TBD (75%) & TBD (75%) Fulton – TBD Gisler – TBD Masuda – TBD Newland – TBD Oka – TBD Plavan – TBD Talbert – TBD Tamura – TBD (Support Services)	School Site Prevention Coordinator	\$1,000 stipend per school site, with Cox to be split between 2 coordinators @ \$750 each. Total stipends-\$10,500	01-267-9962-1115	2013-2014 school year
5.21	AGNES, Nicole (Support Services)	District counselor to provide TUPE support at the middle schools	Regular daily or regular hourly rate, not to exceed 40 days	01-253-9961-1251	9/10/13 thru 6/26/14 (One day per week)

REASON FOR LATE SUBMITTAL: Due to confirmation of funding

6.0 **INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
6.1	DAVIS, Courtney (Fulton)	Cheer Camp to teach Fulton cheerleaders	\$20.00 per hr; not to exceed \$500.00	Fulton ASB	2013-2014 school year
6.2	REA, Krista (Fulton)	Fulton Cheer consultant to Fulton cheerleaders	\$30.00 per hour	Fulton ASB	2013-2014 school year
6.3	HERL, Howard (C & I)	His company, Evalumetrics, Inc. will provide PE testing to FVSD 5 th & 7 th students	Not to exceed \$1,200.00	01-710-9275-4322	2013-2014 school year
6.4	HATFIELD, Ayumi (Support Services)	To provide Japanese interpretation services as needed for parents of Special Education students	Not to exceed \$300.00	01-250-9861-5813	9/27/13 thru 6/30/14

7.0 **CONFERENCE/WORKSHOP ATTENDANCE**

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
7.1	Sprenger, Mona (Support Services)	SEIA So-Cal User Conference	San Diego, CA	Actual and Necessary	01-001-9961-5210	Oct 3-4, 2013

REASON FOR LATE SUBMITTAL: Received conference information after the September Board Meeting

7.2	WRIGHT, Abby (Support Services)	ACSA 2013 Personnel Institute	Costa Mesa, CA	Actual and Necessary	01-001-9961-5210	Oct. 2-4, 2013
-----	------------------------------------	----------------------------------	----------------	-------------------------	------------------	----------------

REASON FOR LATE SUBMITTAL: Received conference information after the September Board Meeting

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.

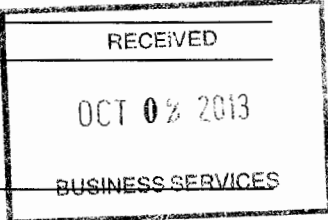
SCHOOL RECEIVING DONATION: Courreges Elementary School

NAME OF DONOR: The Boeing Company (Employee Donation: Johnny Boyd)

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.)
Boeing Co. Gift Match Program, Check # 29208, 9/13/13, \$130.00

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: 010470000-8699

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

INTENDED USE: (State how this will be used) Instruction/Office Supplies

REVIEWED: *Ce Christ* APPROVED/DISAPPROVED: _____ Date 9/24/13
Principal/Department Head

REVIEWED: *[Signature]* APPROVED/DISAPPROVED: _____ Date 10/2/13
Assistant Superintendent
Business/Administration

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

BOARD APPROVAL DATE: 10/17/13

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

SCHOOL RECEIVING DONATION: Cox Elementary

NAME OF DONOR: United Way Silicon Valley

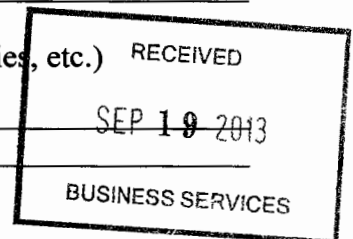
DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)

#57734 \$ 500.00

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

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

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



REVENUE ACCT: 01 03 2 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: _____
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 10/17/13

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

SCHOOL RECEIVING DONATION: Cox Elementary

NAME OF DONOR: Pacific Life 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.)

11993 \$ 3,000.00

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

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



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

REVENUE ACCT: 01 032 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

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

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

BOARD APPROVAL DATE: 10/17/13

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: Fountain Valley School District

NAME OF DONOR: Coast Community College

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.)
15 used Apple iMacs, approx. manufactured in 2008

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

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)
15, Apple, iMac, serials in excel sheet

RECEIVED
SEP 13 2013
BUSINESS SERVICES

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

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

INTENDED USE: (State how this will be used) Staff replacement computers

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9/13/13
Assistant Superintendent Business/Administration Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: _____
Assistant Superintendent Instruction Date

BOARD APPROVAL DATE: 10/17/13

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.

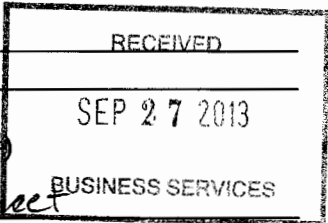
SCHOOL RECEIVING DONATION: Fountain Valley School District

NAME OF DONOR: Coast Community College District

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.)
8 Apple I Mac Computers

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

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)
8, Apple, iMac 2007, check excel sheet



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

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

INTENDED USE: (State how this will be used) Staff replacement computers

REVIEWED: [Signature] APPROVED/DISAPPROVED: 09.27.2013
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 09/27/13
Assistant Superintendent Business/Administration Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9/27/13
Assistant Superintendent Instruction Date

BOARD APPROVAL DATE: 10/17/13

DONATION ACCEPTANCE FORM

All donations to the district must be officially accepted by the Fountain Valley Board of Trustees inasmuch as their acceptance may involve an expenditure of district funds for installation, use, and/or maintenance. Before any donation is supplied or purchased by your organization, or formally accepted for a school, the following information is requested on this form. Upon site/document approval, a copy of the form shall be presented to Business Services or Technology/Media for further consideration and approval in accordance with Board Policy 650, Donations to School District.

SCHOOL RECEIVING DONATION: _____

NAME OF DONOR: Larry and Sandra Crandall

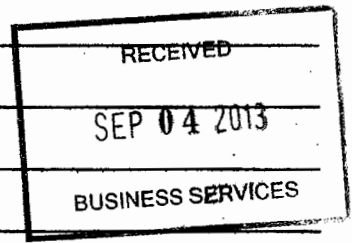
DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, appropriate present value.)
bulk mail costs for Kindergarten presentation - \$86.41

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

INTENDED USE: _____



COMMENTS (Rationale for disapproval): _____

APPROVED/DISAPPROVED _____ DATE _____
APPROVED 9/4/13
DATE

REVIEWED _____
Principal/Department Head
[Signature]
REVIEWED _____
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED _____ DATE _____

REVIEWED _____
Director, Technology/Media

BOARD APPROVAL 10/17/13
DATE

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: Fulton Student Council

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.) \$ 2,543.83

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: 012929000-4410

INTENDED USE: (State how this will be used) Purchase of computers for yearbook

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED 9.30.13
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED 10/8/13
Assistant Superintendent Date
Business/Administration

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED 10/7/13
Assistant Superintendent Date
Instruction

BOARD APPROVAL DATE: 10/17/13

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

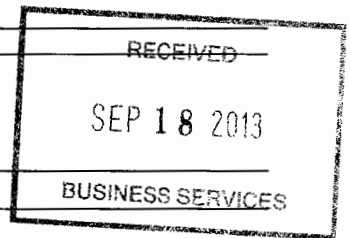
NAME OF DONOR: Wells Fargo Foundation

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

Check #1062775 in the amount of \$252

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

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



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

REVENUE ACCT: 010013737 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE:

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

REVIEWED: *E. Mill* APPROVED/DISAPPROVED: 9/11/2013
Principal/Department Head Date

REVIEWED: *[Signature]* APPROVED/DISAPPROVED: 9/19/13
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 10/17/13

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

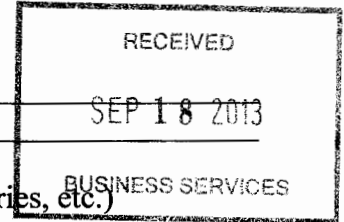
NAME OF DONOR: Assistance League of Huntington Beach

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

Check #5460 in the amount of \$500

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

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



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

REVENUE ACCT: 010013737 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE:

INTENDED USE: (State how this will be used) Kellogg House field trip transportation costs

REVIEWED: *[Signature]* APPROVED/DISAPPROVED: 9/11/2013
Principal/Department Head Date

REVIEWED: *[Signature]* APPROVED/DISAPPROVED: 9/19/13
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 10/11/13

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

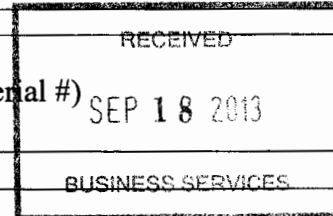
NAME OF DONOR: Wells Fargo Foundation

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

Check #1043050 in the amount of \$252

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

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



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

REVENUE ACCT: 010013737 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE:

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

REVIEWED: *E. E. Miller* APPROVED/DISAPPROVED: 9/11/2013
Principal/Department Head Date

REVIEWED: *[Signature]* APPROVED/DISAPPROVED: 9/19/13
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 10/17/13

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

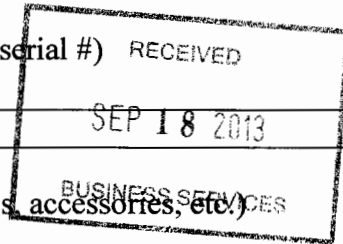
NAME OF DONOR: Wells Fargo Foundation

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

Check #1054657 in the amount of \$294

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

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



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

REVENUE ACCT: 010013737 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE:

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9/11/2013
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9/19/13
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 10/11/13

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.

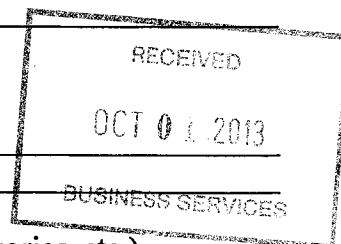
SCHOOL RECEIVING DONATION: Plavan Elementary

NAME OF DONOR: Plavan PTO

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
PTO check # 7153 in the amount of \$723.80

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: 01400000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100140894310

INTENDED USE: (State how this will be used) Refund for paper bought for PTO.

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9-27-2013
Principal/Department Head Date

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

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

BOARD APPROVAL DATE: 10/17/13

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: Plavan Elementary

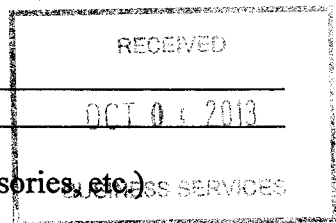
NAME OF DONOR: Plavan P.T.O.

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

PTO Check # 7154 in the amount of \$432.24

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: 01400000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 01001 4089 4310

INTENDED USE: (State how this will be used) Reimbursement for
Supplies for scrip-PTO

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9-27-2013
Principal/Department Head Date

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

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

BOARD APPROVAL DATE: 10/1/13

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: Talbert Middle School

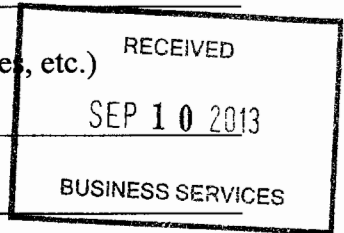
NAME OF DONOR: Clarence Foster Stanback Donor Advised Fund

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.)
Cash donation in the amount of \$5,500 for Talbert's Science Program

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

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

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



REVENUE ACCT: 010380000-8699
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010143889-4310

INTENDED USE: (State how this will be used) To purchase science lab equipment for Viet Nguyen's classroom.

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9/6/13
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9/11/13
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 10/19/13

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

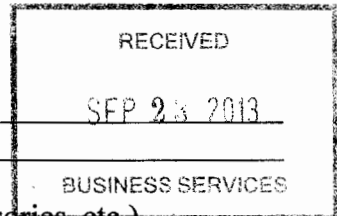
SCHOOL RECEIVING DONATION: Tamura

NAME OF DONOR: Merck Partnership for Giving/Easy Match from Tamura Parent: Gina Rathan

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.)
\$100.10 Check #303940

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: 0101000008699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100110104325

INTENDED USE: (State how this will be used)
To be used to purchase Office Supplies and or toner cartridges

REVIEWED: *Kathy Oz* APPROVED/DISAPPROVED: 09/12/13
Principal/Department Head Date

REVIEWED: *[Signature]* APPROVED/DISAPPROVED: 9/23/13
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 10/17/13

FOUNTAIN VALLEY SCHOOL DISTRICT

TO: STEVE McMAHON
FROM: MARTHA LOCKWOOD
SUBJECT: WARRANT LISTING BOARD MEETING – OCTOBER 17, 2013
DATES 9/03/13 – 10/07/13
WARRANT NUMBERS 63038 - 63395

01 GENERAL	\$	516,491.72
12 CHILD DEVELOPMENT	\$	21,896.10
13 CAFETERIA	\$	5,974.04
14 DEFERRED MAINTENANCE	\$	0
25 CAPITAL FACILITIES	\$	272,222.27
35 SCHOOL FACILITIES	\$	0
40 SPECIAL RESERVE	\$	124,059.25
68 WORKERS COMPENSATION	\$	61,786.88
69 INSURANCE	\$	658,793.29
TOTAL	\$	1,661,223.55

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/17/2013

FROM 09/01/2013 TO 10/08/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20M4077	GILMAN BUILDERS INC.	335,000.00	335,000.00	252869380 6299	Capital Facilities-Maintenance / Other Building &
H20M4078	R JENSEN CO INC.	40,400.00	40,400.00	252869380 6299	Capital Facilities-Maintenance / Other Building &
H20M4080	PRECISION FLOOR COVERING INC.	1,642.00	815.00	120016898 4345	Child Dev Gisler Presch-Instr / Maintenance Supplies
			827.00	120016998 4345	Child Dev Plavan Presch-Instr / Maintenance Supplies
H20M4085	WESTERN EXTERMINATOR	165.00	165.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
H20M4086	CUMMINS CAL PACIFIC	50.00	50.00	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
H20M4087	AGROMIN OC LLC	1,000.00	1,000.00	012899390 4343	Gardening / Gardening Supplies
H20M4088	PRECISION FLOOR COVERING INC.	6,996.38	6,996.38	252869380 6299	Capital Facilities-Maintenance / Other Building &
H20M4089	PRECISION FLOOR COVERING INC.	12,453.89	12,453.89	252869380 6299	Capital Facilities-Maintenance / Other Building &
H20M4090	COMMERCIAL LANDSCAPE SUPPLY IN	300.00	300.00	012899390 4343	Gardening / Gardening Supplies
H20M4091	GOLDEN STATE PAVING INC.	1,900.00	1,900.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
H20M4092	LASKO PRODUCTS INC.	2,730.00	2,730.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20M4093	RAMIREZ, JUAN CARLOS	100.00	100.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
H20M4094	TIME AND ALARM SYSTEMS INC.	12,390.00	12,390.00	252869380 6299	Capital Facilities-Maintenance / Other Building &
H20M4095	METRO BUSINESS SOLUTIONS INC.	129.58	129.58	012869390 4325	Maintenance / Office Supplies
H20M4096	CONNELL CHEVROLET	381.15	381.15	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
H20M4118	CUMMINS CAL PACIFIC	80.00	80.00	012929395 4349	Home-to-School Transportation / Transportation Supplies
H20M4119	ALAN'S LAWNMOWER & GARDEN	460.00	460.00	012899390 4343	Gardening / Gardening Supplies
H20M4120	DAVE BANG ASSOCIATES	1,228.08	1,228.08	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20M4121	SCHOOL SPECIALTY	1,216.03	1,216.03	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20M4122	SIMPLEXGRINELL	2,425.00	2,425.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
H20M4123	WESTERN ILLUMINATED PLASTICS	250.00	250.00	012879390 4347	Vandalism / Repair & Upkeep Equip Supplies
H20M4124	RUSCO INC.	100.00	100.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20M4125	ALLIED REFRIGERATION INC.	402.20	402.20	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/17/2013

FROM 09/01/2013 TO 10/08/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20M4126	DIGITAL NETWORKS GROUP INC.	500.00	500.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating
H20M4127	AGROMIN OC LLC	100.00	100.00	012899390 4343	Gardening / Gardening Supplies
H20M4128	WESTERN GLASS RESTORATION	500.00	500.00	012879390 4347	Vandalism / Repair & Upkeep Equip Supplies
H20M4129	A-1 FENCE COMPANY	7,878.00	7,878.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
H20M4130	PLAY POWER LT FARMINGTON C/O P	2,175.88	2,175.88	012879390 4347	Vandalism / Repair & Upkeep Equip Supplies
H20M4131	DAVE BANG ASSOCIATES	330.00	330.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20M4132	WESTERN ILLUMINATED PLASTICS	214.71	214.71	133207380 4347	Cafeteria Fund / Repair & Upkeep Equip Supplies
H20M4133	ACCOUSTICAL MATERIAL SERVICES	600.00	600.00	014869390 4347	STAR Building DO-Routine Maint / Repair & Upkeep
H20M4134	WEST LITE SUPPLY CO INC	409.00	409.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20M4135	GRAINGER INC.	3,478.00	3,478.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20R0371	TEXTBOOK WAREHOUSE	1,144.32	1,144.32	012129078 4110	Lottery Instructional Material / Basic Textbooks
H20R0375	TEXTBOOK WAREHOUSE	895.05	895.05	012129078 4110	Lottery Instructional Material / Basic Textbooks
H20R0376	FOLLETT EDUCATIONAL SERVICES	1,501.20	1,501.20	012129078 4110	Lottery Instructional Material / Basic Textbooks
H20R0377	STAPLES	490.03	490.03	010014089 4310	Donations - Plavan / Instructional Supplies
H20R0378	LAKESHORE LEARNING MATERIALS	108.00	108.00	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
H20R0379	STAPLES	81.00	81.00	120016098 4310	Extended School Instructional / Instructional Supplies
H20R0380	CASBO	1,800.00	1,800.00	012719470 5825	Personnel Department / Advertising
H20R0381	TARGET STORES	135.00	135.00	120016698 4310	Child Dev Courreges Pres-Instr / Instructional Supplies
H20R0382	TEXTBOOK WAREHOUSE	134.36	134.36	012129078 4110	Lottery Instructional Material / Basic Textbooks
H20R0383	METRO BUSINESS SOLUTIONS INC.	2,000.00	2,000.00	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
H20R0384	ACSA FOUNDATION FOR	385.00	385.00	012719275 5210	Curriculum/Instruction Office / Travel, Conference,
H20R0385	CDWG	453.60	453.60	012719275 4320	Curriculum/Instruction Office / Computer Supplies
H20R0386	GREAT BOOKS FOUNDATION	319.63	319.63	011491688 4310	FVEF Teacher Grants - Newland / Instructional Supplies
H20R0387	TEXTBOOK WAREHOUSE	441.72	441.72	012129078 4110	Lottery Instructional Material / Basic Textbooks

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/17/2013

FROM 09/01/2013 TO 10/08/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20R0388	ORANGE COUNTY TREASURER	1,656.99	1,656.99	012719385 5899	Purchasing / Other Operating Expenses
H20R0389	ORANGE COUNTY TREASURER	1,748.51	1,748.51	019509380 5899	STAR Building DO - Operations / Other Operating
H20R0390	LYNDE-ORDWAY COMPANY	339.50	339.50	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
H20R0391	ORANGE COUNTY DEPARTMENT OF ED	3,700.00	3,700.00	012719385 5818	Purchasing / Courier Service
H20R0392	FOUNTAIN VALLEY CHAMBER OF COM	303.00	303.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
H20R0393	ACSA XVII	300.00	300.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
H20R0394	TEXTBOOK WAREHOUSE	112.05	112.05	012129078 4110	Lottery Instructional Material / Basic Textbooks
H20R0395	CDWG	3,197.75	3,197.75	012395298 4410	7395 Sch/Libr Impr Admin-DO / Fixed Assets \$500-\$5000
H20R0396	CDWG	1,598.88	1,598.88	012395298 4410	7395 Sch/Libr Impr Admin-DO / Fixed Assets \$500-\$5000
H20R0397	ACSA FOUNDATION FOR	1,365.00	1,365.00	012719470 5825	Personnel Department / Advertising
H20R0398	DECISION INSITE	6,335.00	6,335.00	012719380 5813	Business Department / Consultant
H20R0399	LEE & ASSOCIATES	41,917.84	41,917.84	019509380 5899	STAR Building DO - Operations / Other Operating
H20R0400	TARGET STORES	108.00	108.00	120016098 4310	Extended School Instructional / Instructional Supplies
H20R0401	LAKESHORE LEARNING MATERIALS	108.00	108.00	120016098 4310	Extended School Instructional / Instructional Supplies
H20R0402	RADIO WORKS	929.40	929.40	010014089 4310	Donations - Plavan / Instructional Supplies
H20R0403	STAPLES	600.00	600.00	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
H20R0404	TEXTBOOK WAREHOUSE	118.80	118.80	012129078 4110	Lottery Instructional Material / Basic Textbooks
H20R0405	ORANGE COUNTY DEPARTMENT OF ED	150.00	150.00	010028255 5210	English Learner-Administrative / Travel, Conference,
H20R0406	AMECI'S PIZZA	37,800.00	37,800.00	133207380 4710	Cafeteria Fund / Food
H20R0407	CHEFS' TOYS	3,240.00	3,240.00	133207380 4790	Cafeteria Fund / Food Services Supplies
H20R0408	DOMINO'S PIZZA	32,400.00	32,400.00	133207380 4710	Cafeteria Fund / Food
H20R0409	FORTUNE COOKIES RESTAURANT	43,200.00	43,200.00	133207380 4710	Cafeteria Fund / Food
H20R0410	FRESH GRILL LLC	10,800.00	10,800.00	133207380 4710	Cafeteria Fund / Food
H20R0411	SUBWAY	20,000.00	20,000.00	133207380 4710	Cafeteria Fund / Food

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/17/2013

FROM 09/01/2013 TO 10/08/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20R0412	PJ OF SOUTHERN CALIFORNIA LP	21,600.00	21,600.00	133207380 4710	Cafeteria Fund / Food
H20R0413	SMART & FINAL	500.00	500.00	133207380 4790	Cafeteria Fund / Food Services Supplies
H20R0414	SUNRISE PRODUCE COMPANY	30,000.00	30,000.00	133207380 4710	Cafeteria Fund / Food
H20R0415	BENTLEY PRINTING & GRAPHICS IN	2,000.00	2,000.00	133207380 4790	Cafeteria Fund / Food Services Supplies
H20R0416	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
H20R0417	PICK UP STIX	20,000.00	20,000.00	133207380 4710	Cafeteria Fund / Food
H20R0418	LEVEL 27 MEDIA	675.16	675.16	010013131 4330	Sch Site Instr - Gisler / Printing/Xerox Supplies
H20R0419	SOUTHWEST SCHOOL AND OFFICE SU	500.00	500.00	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
H20R0420	SAMS CLUB	270.00	270.00	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
H20R0421	SMART & FINAL	270.00	270.00	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
H20R0423	BLICK ART MATERIALS	810.21	810.21	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
H20R0424	APPLE COMPUTER ORDER	7,474.14	7,474.14	010014789 4410	PTA Donations - Courreges / Fixed Assets \$500-\$5000
H20R0425	TECHNOLOGY INTEGRATION	403.74	403.74	012719275 4325	Curriculum/Instruction Office / Office Supplies
H20R0426	BARNES AND NOBLE	162.00	162.00	011514988 4210	FVEF Sch Site Grants - Masuda / Library Books
H20R0427	RALPHS GROCERY COMPANY	400.00	400.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
H20R0429	SAMS CLUB	1,800.00	1,800.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
H20R0430	SMART & FINAL	1,500.00	1,500.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
H20R0431	DISCOUNT SCHOOL SUPPLY	97.20	97.20	120016998 4310	Child Dev Plavan Presch-Instr / Instructional Supplies
H20R0432	TEXTBOOK WAREHOUSE	322.27	322.27	012129078 4110	Lottery Instructional Material / Basic Textbooks
H20R0433	DEWALT-PORTER CABLE-DELTA SERV	453.35	453.35	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
H20R0434	SOUTHWEST SCHOOL AND OFFICE SU	2,000.00	2,000.00	010014089 4310	Donations - Plavan / Instructional Supplies
H20R0435	SOUTHWEST SCHOOL AND OFFICE SU	500.00	500.00	010014789 4310	PTA Donations - Courreges / Instructional Supplies
H20R0436	XEROX CORPORATION	297.58	297.58	682719470 5645	Workers Comp Admin / Outside Srvs-Repairs & Mainten
H20R0437	CERTIFIED TRANSPORTATION BUS C	6,240.00	6,240.00	010014789 5811	PTA Donations - Courreges / Transportation Outside

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/17/2013

FROM 09/01/2013 TO 10/08/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20R0439	MOUNTAIN MATH/LANGUAGE	164.06	164.06	010014089 4310	Donations - Plavan / Instructional Supplies
H20R0440	ORANGE COUNTY DEPARTMENT OF ED	35.00	35.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
H20R0441	ORANGE COUNTY DEPARTMENT OF ED	330.00	330.00	012539962 5210	Tobacco-Use-OCDE Instructional / Travel, Conference,
H20R0442	THINKING MAPS INC.	1,500.00	1,500.00	010308255 5813	EIA-Administration / Consultant
H20R0443	OCASP	180.00	180.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
H20R0444	MARCY COOK MATH	300.00	300.00	011494788 4310	FVEF Teacher Grants - Courrege / Instructional Supplies
H20R0446	A1GM	80.00	80.00	015103860 4310	Special Ed. - Talbert SDC / Instructional Supplies
H20R0447	WEST LITE SUPPLY CO INC	4,844.56	4,844.56	010019380 4347	School Equipment Replacement / Repair & Upkeep Equip
H20R0448	ARROWHEAD RANCH OUTDOOR	34,500.00	34,500.00	010014786 4309	Outdoor Education - Courreges / Outdoor Education
H20R0449	SANTA CLARA COUNTY OFFICE OF E	35.00	35.00	012819771 5210	Personnel Commission / Travel, Conference, Workshop
H20R0450	METRO BUSINESS SOLUTIONS INC.	2,135.00	2,135.00	012722929 4410	Sch Site Admin - Fulton / Fixed Assets \$500-\$5000
H20R0452	SOUTHERN CALIFORNIA PIZZA COMP	540.00	540.00	120016998 4310	Child Dev Plavan Presch-Instr / Instructional Supplies
H20R0453	SOUTHERN CALIFORNIA PIZZA COMP	540.00	540.00	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
H20R0454	WHAT A LOT OF PIZZA	540.00	540.00	120016998 4310	Child Dev Plavan Presch-Instr / Instructional Supplies
H20R0455	2H CONSTRUCTION INC.	106,204.00	106,204.00	014869390 6299	STAR Building DO-Routine Maint / Other Building &
H20R0456	LEE & ASSOCIATES	5,352.75	5,352.75	019509380 5899	STAR Building DO - Operations / Other Operating
H20R0457	CHIDESTER, MARGARET A.	288.00	288.00	012159470 5830	Personnel - Legal Services / Legal Fees
H20R0458	CITY OF FOUNTAIN VALLEY	26.00	26.00	133207380 4790	Cafeteria Fund / Food Services Supplies
H20R0459	WHAT A LOT OF PIZZA	540.00	540.00	120016798 4310	Child Dev Cox Preschool-Instr / Instructional Supplies
H20R0462	WHAT A LOT OF PIZZA	540.00	540.00	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
H20R0463	SOUTHERN CALIFORNIA PIZZA COMP	540.00	540.00	120016798 4310	Child Dev Cox Preschool-Instr / Instructional Supplies
H20R0464	TEXTBOOK WAREHOUSE	313.63	313.63	012129078 4110	Lottery Instructional Material / Basic Textbooks
H20R0466	SAN JOAQUIN COUNTY OF EDUCATIO	450.00	450.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
H20R0467	STAPLES	108.00	108.00	120016098 4310	Extended School Instructional / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/17/2013

FROM 09/01/2013 TO 10/08/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20R0468	STAPLES	135.00	135.00	120016098 4310	Extended School Instructional / Instructional Supplies
H20R0469	LAKESHORE LEARNING MATERIALS	54.00	54.00	120016098 4310	Extended School Instructional / Instructional Supplies
H20R0470	TOYS R US	54.00	54.00	120016098 4310	Extended School Instructional / Instructional Supplies
H20R0471	LAKESHORE LEARNING MATERIALS	54.00	54.00	120016098 4310	Extended School Instructional / Instructional Supplies
H20R0472	CERTIFIED TRANSPORTATION BUS C	3,120.00	3,120.00	010011089 5811	Donations - Tamura / Transportation Outside Agency
H20R0473	CERTIFIED TRANSPORTATION BUS C	1,089.92	1,089.92	010011089 5811	Donations - Tamura / Transportation Outside Agency
H20R0474	TEXTBOOK WAREHOUSE	3,376.08	3,376.08	012129078 4110	Lottery Instructional Material / Basic Textbooks
H20R0475	STAPLES	756.00	756.00	120336098 4325	Extended School Administration / Office Supplies
H20R0477	STAPLES	150.00	150.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
H20R0478	STAPLES	269.18	269.18	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
H20R0479	GREAT BOOKS FOUNDATION	320.07	20.07	010014789 4310	PTA Donations - Courreges / Instructional Supplies
			300.00	011494788 4310	FVEF Teacher Grants - Courrage / Instructional Supplies
H20R0480	CDWG	1,500.00	1,500.00	010113255 5826	Title I - Cox / Licensing/Software,Maint/Supp
H20R0481	PEARSON ASSESSMENTS	4,242.96	4,242.96	012289963 4322	MAA - Instructional / Testing Supplies
H20R0482	CERTIFIED TRANSPORTATION BUS C	2,100.80	2,100.80	010011689 5811	Donations - Newland / Transportation Outside Agency
H20R0484	SCHOOLSIN	692.36	692.36	010011089 4325	Donations - Tamura / Office Supplies
H20R0485	WESTMINSTER SCHOOL DISTRICT	21,058.09	21,058.09	010189277 7141	Beckman Science - Transfer/Age / Excess Costs/Deficit
H20R0486	CDWG	63.72	63.72	012109078 4320	Tech/Media Office Operation / Computer Supplies
H20R0487	UNISOURCE	263.47	263.47	012395098 4310	7395 Sch/Libr Imp Instr-DO / Instructional Supplies
H20R0488	WESTERN PSYCHOLOGICAL	630.23	630.23	012289963 4322	MAA - Instructional / Testing Supplies
H20R0489	SOUTHWEST SCHOOL AND OFFICE SU	84.96	84.96	012395098 4310	7395 Sch/Libr Imp Instr-DO / Instructional Supplies
H20R0490	PIVOT LEARNING PARTNERS	15,749.00	15,749.00	011229275 5813	Common Core St Standards-Admin / Consultant
H20R0491	SOUTHWEST SCHOOL AND OFFICE SU	800.00	800.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
H20R0492	STAPLES	50.00	50.00	012719275 4325	Curriculum/Instruction Office / Office Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/17/2013

FROM 09/01/2013 TO 10/08/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20R0493	SHAMROCK SUPPLY COMPANY INC.	197.44	197.44	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
H20R0494	SEYCO-SCROLL SAW SPECIALISTS I	593.34	593.34	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
H20R0495	FOREST PLYWOOD SALES	2,171.75	2,171.75	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
H20R0496	CALIFORNIA DOWEL & TURNINGS	286.28	286.28	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
H20R0497	TOY DEPOT	135.97	135.97	010013789 4310	Donations - Oka / Instructional Supplies
H20R0498	FLINN SCIENTIFIC	556.08	556.08	011202929 4310	Middle School Science-Fulton / Instructional Supplies
H20R0500	APPLE COMPUTER ORDER	3,899.52	3,899.52	012289963 4410	MAA - Instructional / Fixed Assets \$500-\$5000
H20R0501	TEXTBOOK WAREHOUSE	868.86	868.86	012129078 4110	Lottery Instructional Material / Basic Textbooks
H20R0502	TEXTBOOK WAREHOUSE	351.38	351.38	012129078 4110	Lottery Instructional Material / Basic Textbooks
H20R0503	OCC GATE	180.00	180.00	016158155 5210	7140 Gifted & Talented - Instr / Travel, Conference,
H20R0504	LEVENGER	192.80	192.80	012289961 4325	MAA - Administration / Office Supplies
H20R0505	SAMS CLUB	648.00	648.00	012395098 4310	7395 Sch/Libr Imp Instr-DO / Instructional Supplies
H20R0506	LAKESHORE LEARNING MATERIALS	129.58	129.58	010014089 4310	Donations - Plavan / Instructional Supplies
H20R0507	LEARNING SERVICES	286.90	286.90	012289969 4310	MAA - Assistive Technology / Instructional Supplies
H20R0508	BAD WOLF PRESS	162.00	162.00	010014089 4310	Donations - Plavan / Instructional Supplies
H20R0509	ARIEL SUPPLY INC.	740.08	740.08	012289963 4325	MAA - Instructional / Office Supplies
H20R0511	RIVERSIDE PUBLISHING COMPANY	437.18	437.18	012289963 4322	MAA - Instructional / Testing Supplies
H20R0512	PSYCHOLOGICAL ASSESSMENT RESOU	296.27	296.27	012289963 4322	MAA - Instructional / Testing Supplies
H20R0513	PRO ED INC.	100.98	100.98	012289963 4322	MAA - Instructional / Testing Supplies
H20R0514	ARIEL SUPPLY INC.	1,000.00	1,000.00	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
H20R0516	SOUTHWEST SCHOOL AND OFFICE SU	108.00	108.00	010014789 4310	PTA Donations - Courreges / Instructional Supplies
H20R0517	WEST LITE SUPPLY CO INC	3,240.00	3,240.00	010019380 4347	School Equipment Replacement / Repair & Upkeep Equip
H20R0518	STAPLES	232.14	232.14	012723232 4325	Sch Site Admin - Cox / Office Supplies
H20R0520	CERTIFIED TRANSPORTATION BUS C	3,369.60	3,369.60	010142989 5811	Donations - Fulton / Transportation Outside Agency

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/17/2013

FROM 09/01/2013 TO 10/08/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20R0521	SOUTHWEST SCHOOL AND OFFICE SU	54.36	54.36	012289961 4325	MAA - Administration / Office Supplies
H20R0522	CERTIFIED TRANSPORTATION BUS C	1,160.64	1,160.64	010013189 5811	Donations - Gisler / Transportation Outside Agency
H20R0523	DEMCO	118.56	118.56	010013789 4310	Donations - Oka / Instructional Supplies
H20R0524	BEARCOM	6,917.02	6,917.02	010124949 4399	Pacific Life Grant - Masuda / Equipment Under \$500
H20R0525	CDWG	3,051.97	3,051.97	012395298 4399	7395 Sch/Libr Impr Admin-DO / Equipment Under \$500
H20R0526	CDWG	305.20	305.20	012289963 4399	MAA - Instructional / Equipment Under \$500
H20R0528	FLINN SCIENTIFIC	208.59	208.59	011202929 4310	Middle School Science-Fulton / Instructional Supplies
H20R0530	SCHOOL SPECIALTY	5,000.00	5,000.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
H20R0531	HOUGHTON MIFFLIN HARCOURT	41.42	41.42	012129078 4110	Lottery Instructional Material / Basic Textbooks
H20R0532	METRO BUSINESS SOLUTIONS INC.	540.00	540.00	016689380 4347	7394 TIIG Admin Tech-Operation / Repair & Upkeep
H20R0533	PEARSON EDUCATION	94.05	94.05	012129078 4110	Lottery Instructional Material / Basic Textbooks
H20R0534	SILVER CREEK INDUSTRIES INC.	196,960.84	196,960.84	252869380 6299	Capital Facilities-Maintenance / Other Building &
H20R0535	SANDY PRINGLE ASSOCIATES	6,500.00	6,500.00	012838992 5813	Energy Efficient Projects / Consultant
H20R0536	CAPITAL ONE PUBLIC FUNDING LLC	119,350.00	119,350.00	408508792 7438	COP's Debt Service-STAR DO / DEBT SERVICE
H20R0537	GEO SPATIAL TECHNOLOGIES INC.	13,240.00	13,240.00	019509380 5899	STAR Building DO - Operations / Other Operating
H20R0538	KOCE-TV FOUNDATION	1,107.40	1,107.40	010114955 4310	Title I - Masuda / Instructional Supplies
H20R0539	STAPLES	256.23	256.23	012395098 4310	7395 Sch/Libr Imp Instr-DO / Instructional Supplies
H20R0540	GUITAR CENTER INC.	51.84	51.84	012129078 4110	Lottery Instructional Material / Basic Textbooks
H20R0541	U.S. SCHOOL SUPPLY INC.	377.70	377.70	010014787 4310	Other Donations - Courreges / Instructional Supplies
H20R0542	CDWG	120.00	120.00	010014789 5826	PTA Donations - Courreges /
H20R0543	LEARNING A-Z	1,499.00	1,499.00	012289963 4322	MAA - Instructional / Testing Supplies
H20R0544	TROXELL COMMUNICATIONS INC.	2,773.44	2,773.44	012395298 4410	7395 Sch/Libr Impr Admin-DO / Fixed Assets \$500-\$5000
H20R0545	CDWG	209.48	209.48	012109078 4320	Tech/Media Office Operation / Computer Supplies
H20R0546	WHAT'S HAPPENING PUBLICATIONS	30.00	30.00	012395098 4310	7395 Sch/Libr Imp Instr-DO / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/17/2013

FROM 09/01/2013 TO 10/08/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20R0547	SCANTRON	90.90	90.90	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
H20R0548	LAKESHORE LEARNING MATERIALS	100.00	100.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
H20R0549	RENAISSANCE LEARNING INC	1,644.00	1,644.00	010113255 4310	Title I - Cox / Instructional Supplies
H20R0550	SCHOOL SPECIALTY	108.00	108.00	015643260 4310	Special Ed. - Cox S&L / Instructional Supplies
H20R0551	SCHOOL SPECIALTY	216.00	216.00	015513260 4310	Special Ed. - Cox RSP / Instructional Supplies
H20R0552	APPLE COMPUTER ORDER	430.92	430.92	011493288 4310	FVEF Teacher Grants - Cox / Instructional Supplies
H20R0553	CERTIFIED TRANSPORTATION BUS C	598.00	598.00	010144988 5811	ASB Donations Instr - Masuda / Transportation Outside
H20R0554	CERTIFIED TRANSPORTATION BUS C	4,659.20	4,659.20	010144988 5811	ASB Donations Instr - Masuda / Transportation Outside
H20R0555	FLINN SCIENTIFIC	600.09	600.09	011494988 4310	FVEF Teacher Grants - Masuda / Instructional Supplies
H20R0556	CERTIFIED TRANSPORTATION BUS C	2,620.80	2,620.80	010144988 5811	ASB Donations Instr - Masuda / Transportation Outside
H20R0557	2H CONSTRUCTION INC.	10,618.00	10,618.00	014869390 6299	STAR Building DO-Routine Maint / Other Building &
H20R0558	OCC GATE	200.00	200.00	010014787 5210	Other Donations - Courreges / Travel, Conference,
H20R0559	CDWG	480.07	480.07	012723131 4325	Sch Site Admin - Gisler / Office Supplies
H20R0560	CDWG	1,675.50	1,675.50	010114955 4320	Title I - Masuda / Computer Supplies
H20R0561	GUITAR CENTER INC.	519.48	519.48	012129078 4110	Lottery Instructional Material / Basic Textbooks
H20R0562	GUITAR CENTER INC.	271.78	271.78	012129078 4110	Lottery Instructional Material / Basic Textbooks
H20R0563	CALFIRST LEASING CORP	30,956.09	30,956.09	012919195 7439	Sp.Ed. Transportation-Debt Svc / DS/Other Debt Service
H20R0564	GUITAR CENTER INC.	522.90	522.90	012129078 4110	Lottery Instructional Material / Basic Textbooks
H20R0565	GUITAR CENTER INC.	85.42	85.42	012129078 4110	Lottery Instructional Material / Basic Textbooks
H20R0566	DEMCO	106.96	106.96	011514988 4315	FVEF Sch Site Grants - Masuda / Media/Library Supplies
H20R0567	LAKESHORE LEARNING MATERIALS	27.00	27.00	120016798 4310	Child Dev Cox Preschool-Instr / Instructional Supplies
H20R0568	HOME DEPOT	124.20	124.20	120016898 4310	Child Dev Gisler Presch-Instr / Instructional Supplies
H20R0570	APPLE COMPUTER ORDER	2,434.84	2,434.84	010142988 4410	ASB Donations Instr - Fulton / Fixed Assets \$500-\$5000
H20R0571	APPLE COMPUTER ORDER	107.99	107.99	012929000 4320	ASB Donations - Fulton / Computer Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/17/2013

FROM 09/01/2013 TO 10/08/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20R0572	A1GM	200.00	200.00	012723838 4320	Sch Site Admin - Talbert / Computer Supplies
H20R0573	VERNIER SOFTWARE AND	4,419.54	4,419.54	010143889 4310	Donations - Talbert / Instructional Supplies
H20R0574	BIO-RAD LABORATORIES	915.50	915.50	010143889 4310	Donations - Talbert / Instructional Supplies
H20R0575	STAPLES	100.00	100.00	015514960 4310	Special Ed. - Masuda RSP / Instructional Supplies
H20R0576	CALIFORNIA STATE UNIVERSITY FU	220.00	220.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
H20R0578	BEARCOM	207.09	207.09	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
H20R0579	CDWG	65.83	65.83	012289963 4320	MAA - Instructional / Computer Supplies
H20R0580	SUMMIT PROFESSIONAL EDUCATION	199.00	199.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
H20R0581	ORIENTAL TRADING COMPANY	54.00	54.00	120016698 4310	Child Dev Courreges Pres-Instr / Instructional Supplies
H20R0582	CISI WORKSHOPS	145.00	145.00	011229275 5210	Common Core St Standards-Admin / Travel, Conference,
H20R0583	(CASCWA) CALIFORNIA ASSOCIATIO	95.00	95.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
H20R0584	TARGET STORES	108.00	108.00	120016098 4310	Extended School Instructional / Instructional Supplies
H20R0585	LAKESHORE LEARNING MATERIALS	43.20	43.20	120016998 4310	Child Dev Plavan Presch-Instr / Instructional Supplies
H20R0586	TARGET STORES	54.00	54.00	120016998 4310	Child Dev Plavan Presch-Instr / Instructional Supplies
H20R0587	SOUTHWEST SCHOOL AND OFFICE SU	81.00	81.00	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
H20R0588	SOUTHWEST SCHOOL AND OFFICE SU	216.00	216.00	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
H20R0589	TARGET STORES	108.00	108.00	012731616 4327	Health Supplies - Newland / Health Supplies
H20S8009	ARIEL SUPPLY INC.	733.32	733.32	011000000 9320	Revenue Limit - State Revenues / STORES
H20S8010	UNISOURCE	24,948.00	24,948.00	011000000 9320	Revenue Limit - State Revenues / STORES
H20S8011	WAXIE	11,768.14	11,768.14	011000000 9320	Revenue Limit - State Revenues / STORES
H20S8012	WAXIE	150.34	150.34	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:	507,339.01			
	Fund 12 Total:	7,090.60			
	Fund 13 Total:	221,780.71			

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/17/2013

FROM 09/01/2013 TO 10/08/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		Fund 25 Total:	604,201.11		
		Fund 40 Total:	119,350.00		
		Fund 68 Total:	297.58		
		Total Amount of Purchase Orders:	1,460,059.01		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

10/17/2013

FROM 09/01/2013 TO 10/08/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20M4011	SOUTHERN CALIFORNIA MATERIAL H	2,000.00	+1,500.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
H20M4027	GRAINGER INC.	5,500.00	+2,500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20M4029	SMARDEN SUPPLY COMPANY	6,000.00	+3,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20M4084	JORGENSON LOCKERS	2,231.12	-268.88	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20M4105	MOBILE MINI STORAGE	734.94	+146.09	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
H20M4107	VIKING ENVIRONMENTAL SOLUTIONS	2,934.56	+594.56	012869390 5540	Maintenance / Waste Disposal
H20M4108	GOLDEN STATE PAVING INC.	3,500.00	+1,900.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
H20M4110	BEACH WIRE & CABLE INC.	618.23	+218.23	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20R0036	SCHOOL SERVICES OF CALIFORNIA	780.00	+195.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
H20R0216	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	+500.00	012723838 4325	Sch Site Admin - Talbert / Office Supplies
H20R0335	SOUTHWEST SCHOOL AND OFFICE SU	300.00	-300.00	012722929 4325	Sch Site Admin - Fulton / Office Supplies
H20R0341	STAPLES	1,080.00	+432.00	012721616 4325	Sch Site Admin - Newland / Office Supplies
H20R0373	FOLLETT EDUCATIONAL SERVICES	4,453.27	+2,425.95	012129078 4110	Lottery Instructional Material / Basic Textbooks
Fund 01 Total:			12,842.95		
Total Amount of Change Orders:			12,842.95		

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2014 10

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	104,860.00	9,702.00
1200	CERTIFICATED PUPIL SUPPORT		60,080.00
2200	CLASSIFIED SUPPORT		1,806.00
3101	STRS-CERTIFICATED POSITIONS	8,631.00	5,690.00
3313	MEDICARE-CERTIFICATED	1,517.00	993.00
3314	MEDICARE-CLASSIFIED		26.00
3353	ARP-CERTIFICATED		61.00
3356	OASDI-CLASSIFIED		112.00
3401	HEALTH & WELFARE-CERTIFICATED	12,000.00	10,800.00
3501	SUI-CERTIFICATED	53.00	34.00
3502	SUI-CLASSIFIED		1.00
3601	WORKERS'COMP-CERTIFICATED	2,701.00	1,470.00
3602	WORKERS'COMP-CLASSIFIED		38.00
4300	MATERIALS & SUPPLIES	12,854.00	32,571.00
5600	RENTAL,LEASE,REPAIR & NON CAP	38,111.00	86,442.00
5800	PROF/CONS SERV & OPER EXPENSE	135,370.00	40,553.00
5900	COMMUNICATIONS	500.00	205.00
7141	Excess Costs/Deficit Pay-Schls	20,500.00	
7350	TRANSFER INDIRECT COST IFT	991.00	
8100	FEDERAL INCOME	118,509.00	90,313.00
8200	FEDERAL INCOME	23,583.00	118.00
8300	STATE INCOME	40.00	31,191.00
8500	STATE INCOME	117,251.00	639,182.00
8600	LOCAL INCOME	25,037.00	263,089.00
8700	OTHER REVENUES		12,351.00
9740	RESTRICTED BALANCE	37.00	726,023.00
9790	UNASSIGNED/UNAPPROPRIATED	163,140.00	276,481.00
9799	APPROPRIATED FUND BALANCE	1.00	

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2014 10

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
Subfund Total:		785,686.00	2,289,332.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, October 17, 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 #:

Adjustment of Funds

2014 11

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
2100	INSTRUCTIONAL AIDES' SALARIES		15,939.00
3202	PERS-CLASSIFIED		1,585.00
3314	MEDICARE-CLASSIFIED		231.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		27.00
3356	OASDI-CLASSIFIED		859.00
3502	SUI-CLASSIFIED		8.00
3602	WORKERS'COMP-CLASSIFIED		340.00
4300	MATERIALS & SUPPLIES	5,768.00	20,772.00
4400	NONCAPITALIZATION EQUIPMENT		540.00
5600	RENTAL,LEASE,REPAIR & NON CAP	827.00	
5800	PROF/CONS SERV & OPER EXPENSE	1,490.00	36,543.00
5900	COMMUNICATIONS	150.00	
7350	TRANSFER INDIRECT COST IFT	1,177.00	2,168.00
8500	STATE INCOME	12,000.00	54,241.00
8600	LOCAL INCOME		22,137.00
9740	RESTRICTED BALANCE	13,722.00	8,500.00
Subfund Total:		35,134.00	163,890.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, October 17, 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
Adjustment of Funds

Reference #:
2014 12

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

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
4300	MATERIALS & SUPPLIES		750.00
4700	FOOD	2,250.00	1,000.00
5600	RENTAL, LEASE, REPAIR & NON CAP	1,000.00	
5800	PROF/CONS SERV & OPER EXPENSE		1,500.00
Subfund Total:		3,250.00	3,250.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, October 17, 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 #:

Adjustment of Funds

2014 13

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

Fund: 6768 INSURANCE-WCI

Object	Description	FROM	TO
2400	CLERICAL & OFFICE SALARIES	2,500.00	
3202	PERS-CLASSIFIED	278.00	
3314	MEDICARE-CLASSIFIED	36.00	
3356	OASDI-CLASSIFIED	155.00	
3502	SUI-CLASSIFIED	1.00	
3602	WORKERS'COMP-CLASSIFIED	31.00	
4300	MATERIALS & SUPPLIES		346.00
5800	PROF/CONS SERV & OPER EXPENSE		19,563.00
8600	LOCAL INCOME		30,847.00
9790	UNASSIGNED/UNAPPROPRIATED		13,939.00
Subfund Total:		3,001.00	64,695.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, October 17, 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 School District
BUSINESS SERVICES DIVISION
ASB/S13-14 – 126

M E M O R A N D U M

TO: Marc Ecker, Superintendent
FROM: Stephen McMahon, Assistant Superintendent, Business Services
SUBJECT: **AGREEMENT FOR PROFESSIONAL SERVICES
WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO**
DATE: September 9, 2013

BACKGROUND

The law firm of Atkinson, Andelson, Loya, Ruud & Romo will provide legal services for a 1-year term, beginning August 1, 2013 through July 31, 2014. Services include legal advice relating to any and all aspects of the District's educational, property and business concerns.

In the previous 3-year contract, the District agreed to pay an hourly rate of \$225 for senior partners; \$210 for partners; \$195 for senior associates; \$185 for associates; \$145 for senior paralegals and \$135 for paralegals for services rendered. In 2013-14 the District shall agree to pay an hourly rate of \$240 for senior partners; \$225 for partners; \$210 for senior associates; \$200 for associates; \$160 for non-legal consultants; \$155 for senior paralegals; \$145 for paralegals.

Additionally, the District agrees to pay a 5% per month administrative charge based on monthly fees billed to cover related operational expenses incurred by the law firm.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Agreement For Special Services with Atkinson, Andelson, Loya, Ruud & Romo, through July 31, 2014, and authorize the Superintendent or designee to sign all documents.

cl

Fountain Valley School District
BUSINESS SERVICES DIVISION
ASB/S13-14 – 129

M E M O R A N D U M

TO: Marc Ecker, Superintendent
FROM: Stephen L. McMahon, Assistant Superintendent, Business Services
DATE: October 3, 2013
SUBJECT: **APPROVE SETTLEMENT AGREEMENT & GENERAL RELEASE FOR
2H CONSTRUCTION**

BACKGROUND

The District entered into a contract with 2H Construction on July 25, 2013 to provide improvements to Suite 214 at the district office. They provided a layout, proposal and bid. The contract was approved at the August 15, 2013 board meeting.

The necessary tenant improvement project was not sent out for bid and OCDE requires that a Settlement Agreement and General Release be signed and approved by the Board of Trustees in order for 2H Construction to be paid.

The amount of the 2H Construction contract was \$106,204.00 and all work was completed July 31, 2013.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Settlement Agreement and General Release of payment to 2H Construction in the amount of \$106,204.00 and authorize the Superintendent or his designee to sign all documents.

cl

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release is entered into on this 30th day of September, 2013 by and between the Fountain Valley School District, 10055 Slater Avenue, Fountain Valley, California 92708 (hereinafter "FVSD"), and 2H Construction, Inc., 2651 Walnut Avenue, Signal Hill, California 90755 (hereinafter "2H Construction").

WHEREAS, 2H Construction provided FVSD with improvements to Suite 214 at the District office which are described in 2H Construction's proposal dated June 14, 2013 (the "Work") attached hereto in Exhibit A;

WHEREAS, on July 25, 2013, the FVSD entered into a contract with 2H Construction for the Work and the Board of Trustees approved the contract with 2H Construction on August 15, 2013, which is attached hereto in Exhibit A;

WHEREAS, the Work was at a cost of \$106,204.00, and should have been competitively bid since the costs exceeded the competitive bidding limits set forth in Public Contract Code section 20111;

WHEREAS, 2H Construction has satisfactorily completed the Work for FVSD;

WHEREAS, 2H Construction has demanded payment of \$106,204.00 for the Work;
and

WHEREAS, FVSD and 2H Construction desire to resolve this matter.

NOW, THEREFORE, FVSD and 2H Construction hereby agree as follows:

1. FVSD shall pay to 2H Construction upon full execution of this Agreement the amount of \$106,204.00 as full and final payment for the Work. 2H Construction shall provide the FVSD with releases from all subcontractors and suppliers, if any, involved with the Work at the time FVSD presents 2H Construction with payment for the Work.
2. Upon payment of the amount as set forth in Section 1 above, 2H Construction on behalf of itself, its heirs, executors, administrators, successors, assigns, employees, agents and representatives, hereby fully releases and forever discharges FVSD, its Governing Board and its respective officers, employees, agents and representatives, from any and all claims, demands, causes of action, obligations, damages, attorney fees, costs and liabilities of any nature whatsoever, whether or not known, suspected or claimed, foreseen or unforeseen, which 2H Construction has had, now has, or may claim to have had as of the date of this Settlement Agreement and General Release against the FVSD or any of them relating to the Work.

3. 2H Construction represents and warrants that it has made no assignments and will make no assignment of any claim, demand, right of action, or any right of any kind whatsoever, embodied in any of the subject matter referred to herein and that no other person or entity of any kind had, has or may have any interest in any of the claims, demands, causes of action, obligations, damages, attorney's fees, costs and liabilities referred to herein.
4. 2H Construction acknowledges that it may hereafter discover facts different from or in addition to those it now knows or believes to be true with respect to the claims, demands, causes of action, obligations, damages, attorney's fees, costs and liabilities of any nature whatsoever that are the subject of this Settlement Agreement and General Release. 2H Construction agrees to assume the risk of the possible discovery of additional or different facts and agrees that this Settlement Agreement and General Release shall be and remain effective in all respects regardless of such additional or different facts.
5. With regards to the settlement and releases as described above, 2H Construction expressly waives any rights under California Civil Code section 1542 which provides:

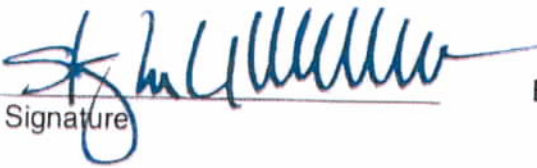
"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECTS TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."


2H Construction understands and acknowledges the significance and the consequence of the waiver of Section 1542 of the California Civil Code. Should 2H Construction eventually suffer any additional damages in connection with the Work, 2H Construction will not be permitted to make any claim for those damages. 2H Construction acknowledges that it intends these consequences even as to claims for damages that may exist as of the date of the Settlement Agreement and General Release of which it does not know exists, which, if known, would materially affect its decision to execute the Settlement Agreement and General Release regardless of whether its lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause.

6. 2H Construction acknowledges that it has carefully read and fully understands all of the provisions of this Settlement Agreement and General Release and that it is voluntarily entering into this Settlement Agreement and General Release.

FOUNTAIN VALLEY
SCHOOL DISTRICT

2H CONSTRUCTION

By: 
Signature

By: 
Signature

Stephen L. McMahon
Assistant Superintendent
Business Services

PROJECT MANAGER
Title

9.30.2013
Date

10/3/2013
Date



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***COMMON CORE STATE STANDARDS SPENDING PLAN***
DATE: October 3, 2013

BACKGROUND

Assembly Bill (AB) 86 (Chapter 48, Statutes of 2013), Section 85, appropriates \$1.25 billion (approximately \$200 per prior year enrollment) in the 2013-2014 school year to support the integration of academic content standards in instruction adopted pursuant to various *Education Code* sections.

CCSS implementation funds can be expended for any of the following purposes:

- Professional development for teachers, administrators, and paraprofessional educators or other classified employees involved in the direct instruction of pupils that is aligned to the academic content standards adopted
- Instructional materials aligned to the academic content standards including, but not limited to, supplemental instructional materials
- Integration of these academic content standards through technology-based instruction for purposes of improving the academic performance of pupils, including, but not necessarily limited to, expenditures necessary to support the administration of computer-based assessments and provide high-speed, high-bandwidth Internet connectivity for the purpose of administration of computer-based assessments

As a condition of receiving CCSS implementation funds, the District, is required to:

- Develop and adopt a plan delineating how the CCSS implementation funds will be spent. The plan must be explained in a public meeting of the governing board of the school district and then be adopted in a subsequent public meeting
- Report detailed expenditure information to the California Department of Education (CDE) on or before July 1, 2015, including, but not limited to, specific purchases made and the number of teachers, administrators, or paraprofessional educators that received professional development

The funds may be spent in 2013-14 and 2014-15.

CURRENT CONSIDERATIONS

Fountain Valley School District's goal is provide the necessary resources and professional development support to ensure successful implementation of the Common Core State Standards. The District last adopted instructional materials for mathematics in

2001. As a result, the District's current math textbooks are over 12 years old and not aligned to the new standards. Furthermore, in order to effectively administer the Smarter Balanced assessments, the District must increase the number of computer devices available at the school sites. Ongoing professional development will be essential to effectively support each component of the Common Core initiative.

The Fountain Valley School District requests approval of the following estimated expenditures for the Common Core State Standards Implementation Funding.

Proposed Expenditures	Estimated Cost
Instructional Materials	\$500,000
Computer devices	\$600,000
Professional Development	\$168,800
Total Expenditures	\$1,268,800

FINANCIAL IMPLICATIONS

Each school district will receive \$200 per pupil, based upon enrollment in the 2012-2013 school year. Fountain Valley School District's prior year enrollment was 6,344 students. As a result, the District will receive approximately \$1,268,800 in Common Core State Standards Implementation Funding.

RECOMMENDATION

It is recommended the Common Core State Standards Spending Plan be approved for first reading, with necessary changes as indicated by the Board of Trustees.

Fountain Valley School District
CURRICULUM/INSTRUCTION

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: **Resolution 2014-15: Certification of Provision of Standards-Aligned Instructional Materials**
DATE: October 1, 2013

Background

The Board of Trustees of the Fountain Valley School District shall hereby certify that as of October 17, 2013, each pupil in the District in kindergarten through grade 8 has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas:

- Mathematics
- Science
- History-social science
- English/language arts, including the English language development component of an adopted program
- Visual and performing arts

The instructional materials were purchased from an approved standards-aligned state adoption list as required by CCR, Title 5, Section 9531.

The required public hearing concerning adequate textbooks and Board Resolution are agenda items for the Board meeting of October 17, 2013. Certification shall also be approved by the Board of Trustees at this meeting.

Recommendation

It is recommended that the Board of Trustees shall hereby certify that each pupil in the Fountain Valley School District shall be provided with a standards-aligned textbook or basic instructional materials in the curricular areas of mathematics, science, history-social science, English/language arts and visual and performing arts.

RESOLUTION 2014-15

**RESOLUTION OF THE FOUNTAIN VALLEY SCHOOL DISTRICT GOVERNING BOARD
DETERMINING STEPS TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL
MATERIALS FOR 2013-2014.**

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and instructional materials in order to be eligible to receive funds for that purpose, and;

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119 and 60422(b), the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and;

WHEREAS, the governing board is required to provide ten days' notice of the public hearing, and the notice shall contain the time, place and purpose of the hearing, and it shall be held at a time that will encourage the attendance of teachers and parents and be posted in three public places in the school district, and;

WHEREAS, a public hearing will be held on October 17, 2013 at 7:00 p.m., and;

WHEREAS, the school district's governing board is required to make a written determination as to whether each pupil in the district enrolled in a foreign language or health course has, or will have prior to the end of the fiscal year, sufficient textbooks or instructional materials, or both, in each subject that is consistent with the content and cycles of the curriculum framework adopted by the State Board, and;

WHEREAS, the Board is required to make a determination, through a resolution, as to whether each pupil in each school in the district has, sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i) Mathematics,
- (ii) Science,
- (iii) History-social science,
- (iv) English/language arts, including the English language development component of an adopted program.
- (v) Visual and performing arts

NOW THEREFORE, BE IT RESOLVED, that the governing Board makes the determination that each pupil of the district, has available sufficient textbooks or instructional materials in each subject that are consistent with the content and cycles of the curriculum framework adopted by the State Board and in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2013-2014 school year, the Fountain Valley School District, has provided each pupil with sufficient textbooks or instructional materials consistent with the content and cycles of the curriculum frameworks.

BE IT FURTHER RESOLVED, that for the 2013-2014 school year, the School District has provided sufficient textbooks or instructional materials, or both, that are consistent with the content and cycles of the curriculum frameworks adopted by the State Board, to each pupil enrolled in a foreign language or health course.

PASSED AND ADOPTED By the Governing Board on October 17, 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 17th day of October, 2013.

Clerk of the Governing Board

Board meeting of October 17, 2013

SO: 2013-14/B14-5
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: **Williams Uniform Complaint Quarterly Report
(Quarter #1: July 1 to September 30, 2013)**
DATE: October 10, 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: July 1 to September 30, 2013
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 first quarter of the 2013-14 year and approve its submittal to the Orange County Department of Education.

2013-2014 Quarterly Report on Williams Uniform Complaints (Required by Education Code Section 35186)

District: Fountain Valley School District

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

Title: Superintendent

- | | | | |
|-------------------------------------|------------|--------------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> | Quarter #1 | July 1 to September 30, 2013 | Report due by October 31, 2013 |
| <input type="checkbox"/> | Quarter #2 | October 1 to December 31, 2013 | Report due by January 31, 2014 |
| <input type="checkbox"/> | Quarter #3 | January 1 to March 31, 2014 | Report due by April 30, 2014 |
| <input type="checkbox"/> | Quarter #4 | April 1 to June 30, 2014 | Report due by July 31, 2014 |

Date information will be reported publicly at governing board meeting: October 17, 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	0	0	0

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

Signature of Superintendent: _____

Date: 10/17/13

Please submit to:

Suzie Strolecki
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

SO 2013-14/B14-13
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: **Clifford Moss Agreement for Professional Services**
DATE: October 11, 2013

Background

At the September 12th meeting, the Board took action to enter into a contract with Clifford Moss for public outreach consultant services as outlined in their proposal. The attached confirms the District's agreement with Clifford Moss in providing strategic communications, community development and related services. The contract, reviewed by District legal counsel, includes all services to the district and resource development of the Fountain Valley Educational Foundation. Routine updates will be brought to staff by Clifford Moss as they continue their work to reach the Board's objectives. The Board will be kept apprised by staff as to this progress.

Recommendation

It is recommended that the Board of Trustees approves the Agreement for Professional Services with Clifford Moss and authorizes the Superintendent or his designee to sign all documents.

CliffordMoss.

September 26, 2013

Dr. Marc Ecker
Superintendent, Fountain Valley School District
Sent via email: eckerm@fvsd.us

Re: Agreement for Professional Services

Dear Marc:

This letter confirms our agreement for professional services ("Agreement") and takes effect on the Commencement date provided below by and between **CliffordMoss** ("Provider") and **Fountain Valley School District** ("Client").

1. Scope of Agreement.

Provider will, with consultation from Client and for the direct benefit of Client, provide strategic communications, community development and related services. Working in conjunction with senior administrators and at their direction, Provider will do the following:

1. Create a strategic "State of Fountain Valley Schools" presentation for senior administrators to give to key Fountain Valley community groups, help schedule and attend two or more such meetings to help understand community feedback and modify as appropriate;
2. Launch a Facebook page as a vehicle for communicating "good news" about FVSD from school sites to the community as a whole;
3. Launch an E-newsletter to go to a growing list of email addresses that will be gathered and expanded over time; and
4. Create and updated Fountain Valley Lighthouse and Superintendent's Message for the web site.

In addition, working in conjunction with the Fountain Valley Educational Foundation and at the direction of senior administrators, Provider will do the following:

1. Develop a community briefing process that outlines the case for giving to the Foundation and provide for it to be given to invited community members on a regular basis;
2. Identify key potential major multi-year donors (\$1,000 and up) from existing or past donors and develop strategy for cultivating them in the "silent phase" of a fundraising campaign to launch a multi-year giving program/group;

3. Advise and assist as appropriate on preparations for a fundraiser targeted for February with particular emphasis on focusing on mission-based giving; and
4. Advise on modifying the Foundation structure (board, by-laws, committees, etc) to prepare it to grow to a much larger, more strategic organization over time.

This scope of services will be modified over time as mutually agreed upon.

Any material complaints or concerns of senior administrators or school board members shall be communicated promptly – in no more than one week – to the CliffordMoss advisor working with the school district so that they can be worked out in a timely manner.

Commencement Date: September 16, 2013

Expiration Date: When terminated in accordance with Section 8(b) below.

Compensation: \$5,000/month plus approved business expenses for the first four months, \$3,000 per month plus approved business expenses for each additional month.

2. Compensation Payment Schedule.

The parties agree to the following schedule of payments:

Date Payment Due	Amount of Payment	Time Period Covered
October 1, 2013	\$5,000.00	September 16, 2013 to October 15, 2013
November 1, 2013	\$5,000.00	October 16, 2013 to November 15, 2013
December 1, 2013	\$5,000.00	November 16, 2013 to December 15, 2013
January 1, 2014	\$5,000.00	December 16, 2013 to January 15, 2014
First of each month thereafter	\$3,000.00	The 16 th of the previous calendar month to the 15 th of that calendar month

3. Provider’s Expenses.

Client shall separately reimburse Provider for Provider’s reasonable and necessary expenses (the “Expenses”) including, without limitation, travel (airfare, car rental, gas and other related transportation expenses), lodging, meals, teleconferencing, and/or cellular telephone charges; photocopying and faxes; express mail, messenger or delivery service incurred in performing the Services hereunder. Provider shall be reimbursed by Client within thirty (30) days following presentation of Provider’s invoice or statement. Provider’s expenses shall not exceed \$500.00 per month without Client’s prior written approval.

4. Vendor Costs and Payments.

Subject to prior written approval of Client, Provider is authorized to enter into third party contracts on behalf of Client for Client's public information efforts. Payment of vendor for all good, services, and costs shall be Client's sole responsibility, and shall be in addition to the

Compensation or any other fees for the Services. Such third party contracts include, without limitation, contracts for printing, paid field and phone calling, graphic artwork, demographic data and voter data, opinion research (polling services), mailing services, and postage.

5. Client's Obligations.

At all times while Provider is providing the Services described above or otherwise assisting Client, Client shall promptly provide Provider with access to the facilities, personnel and other resources necessary for Provider to provide the Services.

6. LIMITED WARRANTY; LIMITATION ON LIABILITY.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S LIABILITY SHALL BE LIMITED TO THE AMOUNT PAYABLE BY CLIENT TO PROVIDER UNDER THIS AGREEMENT FOR DELIVERABLES PROVIDED PRIOR TO THE CLAIMS. IN ADDITION, PROVIDER MAKES NO REPRESENTATION AS TO THE DEGREE OF SUCCESS THE FOUNTAIN VALLEY SCHOOL DISTRICT EDUCATION FOUNDATION WILL HAVE UNDER THE PROGRAM ESTABLISHED BY THE SCOPE OF THIS CONTRACT.

7. Indemnification.

Each party agrees to indemnify, defend and save harmless from all loss, liability, damage, claim, cost or expense (including reasonable attorney fees or court costs) to the extent caused by the actual or alleged infringement of any patent, copyright, trade secret, or other proprietary right arising from or related to any material it furnished to such other party pursuant to this Agreement. Each party agrees to indemnify, defend, and save harmless the other party from all loss, liability, damage, claim, cost or expense (including reasonable attorney fees or court costs) arising from or relating to any personal injury, death, damage to property, or economic loss to the extent caused by the Indemnifying Party's sole negligent act or omission, intentional misconduct, or other breach of duty. In the event both Provider and Client are at fault, indemnification shall be proportionate to their respective shares of fault. In the event neither party is at fault, each party shall bear responsibility for its own losses, expenses and liabilities.

8. Term; Termination.

- (a) The term of this Agreement shall commence on the Commencement Date and continue through the Expiration Date as those terms are defined in Section 1 (Scope of Agreement) above.
- (b) After December 16, 2013, either party may terminate this Agreement with or without cause by sending written notice of termination at least thirty (30) days prior to terminating the Agreement. In the event of termination, Client shall pay the outstanding balance of all fees due to Provider provided by this Agreement within ten (10) days of the termination.

(c) The parties may agree to extend this Agreement at any time by mutual written consent.

9. Agreement Is Confidential.

Client agrees that Client shall not during, or at any time following termination of Agreement with Provider, disclose or divulge to other parties, the specific terms of this Agreement, except as required by law.

10. Ownership of Work Product.

All finished documents and other materials prepared by Provider under this contract shall be jointly owned by Client and Provider. Joint ownership means that either Client or Provider can use documents or materials as needed at their discretion. The only exception to this joint ownership agreement is artistic renderings. Joint future use of such artistic renderings by Client shall be subject to negotiation between Client and the appropriate artist/sub-vendor.

11. Protection of Confidential Information.

Provider has and will develop, compile, and own certain proprietary techniques and confidential information and data that have great value in its business (such techniques, and information and data are referred to in this Agreement collectively as "Confidential Information"). Confidential Information includes, without limitation, (a) all information that has or could have commercial value or other utility in the business in which Provider is engaged or in which it contemplates engaging and (b) all information of which the unauthorized disclosure could be detrimental to the interests of Provider, whether or not such information is identified as Confidential Information by Provider.

Client shall keep confidential any and all Confidential Information regardless of means of transmission and storage except as required by law. Failure to mark any of the Confidential Information as confidential or proprietary shall not affect its status as Confidential Information under the terms of this Agreement. Client shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Client shall take at least those measures that Client takes to protect its own most highly confidential information. Client acknowledges that it is impossible to measure fully, in money, the injury that will be caused in the event of a breach or threatened breach of this provision and Provider shall be entitled to injunctive relief to enforce the provisions of this Agreement, without prejudice to any other remedy that such party may have at law or in equity.

12. Late Charges.

Provider may charge a late fee of 1.5% per month on any payment due under this Agreement and not paid in full on the date due, and on any balance due and unpaid more than thirty (30) days after presentation of any statement or invoice from Provider.

13. Notice.

All notices required or permitted under this Agreement must be in writing and will be deemed given (a) when delivered personally, (b) two (2) days after having been sent by commercial express courier with written verification of receipt, (c) on transmission by facsimile, provided that receipt is confirmed by a report generated the facsimile machine transmitting such notice, or (d) on the earlier of receipt or seven (7) business days after having been sent by U.S. first class mail, return receipt requested, postage prepaid. The delivery address for any such notice shall be as follows:

Fountain Valley School District
Attention: Dr. Marc Ecker
Superintendent
10055 Slater Avenue
Fountain Valley, CA 92708
eckerm@fvsd.us

CliffordMoss
Attention: Tom Clifford
Principal
5111 Telegraph Ave #307
Oakland, CA 94609
tom@cliffordmoss.com

14. Survival.

All terms and provisions hereof intended to be observed and performed by the parties after the termination hereof, shall survive such expiration or termination and shall continue thereafter in full force and effect, subject to applicable statutes of limitations.

15. Severability.

If a court of competent jurisdiction finds any provision of this Agreement void, illegal, invalid or unenforceable as applied to any person or circumstance, the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as best to effect the intent of the parties hereto. The parties further agree to replace any such void, illegal, invalid or unenforceable provision with a valid and enforceable provision that will achieve, to the fullest extent possible, the economic, business, and other purposes of such provision.

16. Assignment Prohibited; Binding Effect; No Third Party Rights.

No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt to assign such rights or obligations shall be null and void. Notwithstanding the prior limitation, this Agreement shall be binding on and inure to the benefit of the parties hereto, their successors and assigns. This Agreement shall not create any rights or benefits to parties other than Client and Provider. No third party shall have the right to rely on Provider opinions rendered in connection with the Services without the prior written consent of Provider.

17. Governing Law; Venue.

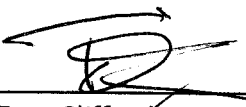
This Agreement shall be governed by the laws of the State of California without regard to any conflicts of law doctrine. In any action or proceeding brought to enforce this Agreement or any other claim arising out of or related to this Agreement, the venue shall be Orange County, California, if the action is brought by Client or Alameda County, California, if the action is brought by Provider. Each party waives, to the maximum extent permitted by law, any and all rights, either substantive or procedural, which in any way limit or prevent enforcement of the terms of this Agreement.

18. Entire Understanding; Waiver; Modification.

This Agreement constitutes the complete and exclusive statement of the agreement among the parties about the described subject matter. It supersedes all prior written and oral statements, including any prior representation or statement. No waiver or indulgence of any failure to keep or perform any promise or condition of this Agreement shall be a waiver of any preceding or succeeding breach of the same or any other promise or condition. No waiver of any right shall be construed as a waiver of any other right. Neither party shall be required to give notice to enforce strict adherence to all terms of this Agreement. No waiver or modification of any of the terms of this Agreement shall be valid unless in writing, signed by the party to be bound.

Provider: CliffordMoss

Address: 5111 Telegraph Avenue, No. 307, Oakland 94609

By:  _____ Date: 10/7/13
Tom Clifford, Principal

Client: Fountain Valley School District

Address: 10055 Slater Avenue, Fountain Valley, CA 92708

By: _____ Date: _____
Dr. Marc Ecker, Superintendent



FOUNTAIN VALLEY SCHOOL DISTRICT

17330 Mount Herrmann • Fountain Valley, CA 92708 • (714)668-5882 • www.fvsd.k12.ca.us

Memorandum

TO: Steve McMahon – Assistant Superintendent, Business
FROM: Joe Hastie – Supervisor, Maintenance
DATE: October 8, 2013
SUBJECT: RECOMMENDATION TO APPROVE CHANGE ORDER #1 - BID 13-02, "TALBERT MODULARS – SITE WORK"

BACKGROUND

On July 25, 2013 the Board awarded Bid #13-02 to Gilman Builders for the installation of (2) new modular locker room buildings, due to increased enrollment and in order to comply with current occupancy requirements at Talbert Middle School.

During the course of construction unforeseen soils conditions were encountered at the site. Soils remediation recommendations were made by the Districts Soils Engineers, Koury Engineering. A copy of the report dated August 13, 2013 is attached.

The District has also requested a Credit for Parking Lot "Striping" related to Bid #13-02 as we will self perform this work after the Chevron Project is complete.

RECOMMENDATION

It is recommended that the Board of Trustees accept Change Order #1 Bid # 13-02 by Gilman Builders Inc. in the amount of \$ 30,985.00 and authorize the Superintendent or his designee to sign all documents on behalf of the District.

GILMAN BUILDERS, INC.

BID 13-02 TALBERT MODULAR - SITE WORK
HUNTINGTON BEACH, CA

CHANGE ORDER #1

10/08/2013

Spec Section	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	TOTAL
	Additional Grading	1	ls	\$10,000.00	\$10,000
	Install Geotextile & Rock	1	ls	\$15,744.00	\$15,744
	Installation of Additional Base Material	1	ls	\$2,568.00	\$2,568
	Credit for Striping & Site Signage	1	ls	(\$2,900)	(\$2,900)
				SUBTOTAL	\$25,412
		10.00%		OVERHEAD	\$2,541
				SUBTOTAL	\$27,953
		5.00%		PROFIT	\$1,397
				SUBTOTAL	\$29,350
		2.50%		INSURANCE	\$733
				SUBTOTAL	\$30,083
		3.00%		BOND	\$902
TOTAL CHANGE REQUEST					\$30,985

ACCEPTED BY: MR. JOE HASTIE

SIGNATURE:

JOE HASTIE

Post Earthworks

Constructors, Inc.
2967 E Coronado St
Anaheim Ca 92806
714-632-5290
A lic 777445

Date: August 15, 2013

Additional Work

To: Gilman Builders, Inc
21 Sanctuary
Irvine, CA 92620

Attention: Ali Niksefat, Project Manager

Project: Talbert Middle School – New Modular Building

Subject: Additional works to be performed do to saturation of existing over excavation bottom and extension.

Additional over excavation (option #1)

- Enlarge the existing over excavation to be 4' outside proposed building line per soils recommendations
- Place recommended fill per soils report 1 1/2' above rock blanket

\$10,000.00

Additional over excavation (option #2)

- Over excavate existing bottom an additional 1', enlarge the existing over excavation to be 4' outside proposed building line per soils recommendations
- Move proposed over excavation and building pad north per School district
- Place recommended fill per soils report 1 1/2' above rock blanket

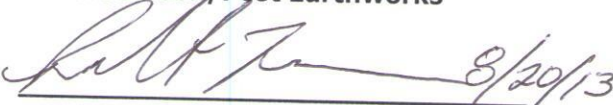
\$12,800.00

Placement of Geo Fabric and Rock

- Furnish and install Geo Fabric and 1' of 3/4" rock per soils recommendation

\$15,744.00

Robert Larsen/Post Earthworks


8/29/13

Ali Niksefat/Gilman Builders



CA LIC. # 456836
A, C-12

12115 RIVERA ROAD, WHITTIER, CA 90606
TEL: (562) 693-7283 ; FAX: (562) 945-0686

TO: Ali CO: Gilman Builders

FX: _____ PH: _____ FROM: Ben Baucum

CHANGE ORDER PROPOSAL

JOB NAME: Talbert Middle School Modulars DATE: 8/23/2013

Plan Sheets: N/A

Furnished & Installed: YES NO Tax Included: YES NO

Notes: Per GC Description

Move ins included: N/A Additional Move-ins at: _____

Price Good Thru: w/ contract If Accepted Within: *** 30 DAYS ***

Proposal Consists of:

- Add Additional 1.5" CLII CMB base to paving area- approx. 9,500 SF

CHANGE: \$1,435

- * Subgrade to be compacted, inspected, and graded to +/- 0.04' to balance prior to move-on
- * Excludes: **see additional exclusions below**

*** Due to volatility in the asphalt industry, cannot guarantee pricing beyond good through and acceptance dates ***

Exclusions: (Unless Specified Above) Tests, Permits or Fees, Engineering or Surveying, Construction Water, Subgrade Scarify or Recompaction, Backfill, Base for Concrete / Others, Prime Coat, Drainage < 1% fall, Utility Adjustments, Patching for Utilities / Others, Barricades or Traffic Control, Striping, Signage, Bumpers, Domes, Bonds (add 1.75%), Sawcut or Removals.



12115 RIVERA ROAD, WHITTIER, CA 90606 (562) 693-7283 FAX (562)945-0686

WORK AUTHORIZATION

No. 2

DATE 10/3/2013 DAY _____

CUSTOMER:

Gilman Builders

JOB NAME:

Talbert Middle School Modulars

9101 Brabham Dr.

Huntington Beach, CA 92646

JOB NO: BB 13-161

This memorandum confirms the agreement between

OWNER OR HIS AGENT

and KEN SCHRADER
TERRA PAVE REPRESENTATIVE

wherein we were instructed to do the following additional work not included in the scope of work per contract plans or specifications.

Date	Name/Company	Description	Hours Quantity	Unit	Rate Price	Total
		HEADER LABOR 2 MEN 3 HRS EA.	6	HR	60	360.00
		SUPERINTENDENT / LASER	1.5	HR	102	153.00
		SKIPLOADER	4	HR	125	500.00
		ADDED BASE	96	TONS	8.85	849.60
		LABOR GRADE CHECKER/ INSTALL	4	HR	60	240.00
		ADDITIONAL 2x8 HEADERS AT EXISTING AC	30	LF	6.5	195.00
		ADDITIONAL 2x8 HEADERS AT VENTS	25	LF	6.5	162.50
		CREDIT FOR DELETED AC AT ENTRANCE				
		Approx. 337 SF		LS		-556.00
		CREDIT FOR AC AT FL- Approx. 378 SF		LS		-918.54

Column Total 985.56

% Overhead & Profit 147.83

Total \$ 1,133.39

Remarks: _____

COSTS INVOLVED TO REINSTALL 2 X 8 HEADERS TO NEW

ELEVATIONS

COSTS TO INSTALL ADDITIONAL BASE TO NEW ELEVATIONS

ADDITIONAL HEADER AT EXISTING AC PER GC REQUEST

CREDITS FOR DELETED AC

FOR ADDITIONAL 2 X 8 HEADERS AT VENTS ADD 6.50 PLF

Additional work to be charged at time + material rates plus 15 overhead and profit.

Payment will be made as follows:

I hereby acknowledge that the above "additional work" was performed.

BY _____

BY _____

FOREMAN - SUPERINTENDENT



CA LIC. # 456836
A, C-12

12115 RIVERA ROAD, WHITTIER, CA 90606
TEL: (562) 693-7283 ; FAX: (562) 945-0686

TO: Estimator _____ CO: _____

FX: _____ PH: _____ FROM: Ben Baucum

REVISED FAX BID SHEET

JOB NAME: Talbert Middle School Modulars BID DATE: 7/22/2013 TIME: 2PM

Bidding Section No.: 321216 Per Plans & Specs: YES NO

Furnished & Installed: YES NO Tax Included: YES NO

Addenda noted: #1

Move ins included: 1 ONLY Additional Move-ins at: _____

Price Good Thru: 12/30/2013 If Accepted Within: *** 30 DAYS ***

Performance of the work described is subject to the negotiation of a mutually-agreeable contract.

Base Bid Consists of:

1 MOVE:

- Construct 4" asphalt concrete on 8.5" class II CMB - approx. 9,500 SF for Paving Area
- *Includes Weedkiller, Seal Coat Per Specifications*
- Install 270 LF of 2x8 Redwood Header at Edge of Pavement

BASE BID: \$32,950

Subgrade to be compacted, inspected, and graded to +/- 0.04' to balance prior to move-on
 Excludes: Prime Coat, Striping, Subgrade Recompact- **see additional exclusions below**
 ADD: \$4,600 for Offsite trench patch with 6" AC on 12" AB approx. 15' x 2' Wide per HB Specifications
 Excludes Type I Slurry Seal

**ADD: \$2,900 for Striping- Fire Lane Lines, 1 Fire Ent. Sign, 2 Enter and Exit Signs, Restriping
2 Handicap Stalls, Crosshatch, Arrows *NO TRUNCATED DOMES***

ADD: \$50/sf for Truncated Domes Installed with Striping

*** Due to volatility in the asphalt industry, cannot guarantee pricing beyond good through and acceptance dates ***

Exclusions: Tests, Permits or Fees, Engineering or Surveying, Construction Water, Subgrade Scarify or Recompaction, Backfill,
 (Unless Specified Above) Base for Concrete / Others, Prime Coat, Drainage < 1% fall, Utility Adjustments, Patching for Utilities / Others,
 Barricades or Traffic Control, Striping, Signage, Bumpers, Domes, Bonds (add 1.75%), Sawcut or Removals.

LIMITED GEOTECHNICAL EVALUATION

**NEW MODULAR-CONSTRUCTION BUILDING
TALBERT MIDDLE SCHOOL
9101 BRABHAM DRIVE, HUNTINGTON BEACH, CALIFORNIA**

**PREPARED FOR:
FOUNTAIN VALLEY SCHOOL DISTRICT
17330 MOUNT HERRMANN STREET
FOUNTAIN VALLEY, CALIFORNIA**

**PREPARED BY:
KOURY GEOTECHNICAL SERVICES, INC.
14280 EUCLID AVENUE
CHINO, CALIFORNIA 91710**

**PROJECT NO. 13-0392
AUGUST 13, 2013**

TABLE OF CONTENTS

1. INTRODUCTION	1
1.1. Proposed Building Overexcavation.....	1
1.2. Subsurface Conditions.....	2
1.3. Groundwater.....	3
1.4. Excavation and Backfill Consideration.....	3
1.5. Correction for Existing Excavation.....	4
1.6. Exterior Flatwork	4
1.7. General Grading Requirements.....	5
1.8. Fill Materials	6
1.9. Floor Slabs.....	6
1.10. Foundations	6
1.11. Utility Trench Backfill.....	7
1.12. Drainage.....	8
1.13. Asphalt Concrete (AC) Pavement	8
1.14. Soil Corrosivity.....	9
2. OBSERVATION AND TESTING.....	9
3. CLOSURE	10
APPENDICES	10
REFERENCES	11

Mr. Joe Hastie
Fountain Valley School District
17330 Mount Herrmann Street
Fountain Valley, CA 92708

**SUBJECT: Limited Geotechnical Evaluation
New Modular-Construction Classroom Building
Talbert Middle School
9101 Brabham Drive
Huntington Beach, California**

1. INTRODUCTION

This report presents a limited geotechnical evaluation for the proposed improvements at the Talbert Middle School. Based on our review of the proposed improvement plans, we understand that new modular buildings will be installed at the site. There is presently an existing one-story 960 square feet classroom building located in the northeast portion of the site, immediately adjacent to the basketball courts. We understand that two new modular buildings with 1,440 and 1,920 square feet of space will be added on the north side of the existing portable building as shown on the Site Plan attached. The two new buildings will occupy an area measuring about 40 by 84 feet. These buildings are considered permanent, based on the drawing notes.

The buildings will be supported with perimeter continuous footings and isolated interior footings. The footings will be embedded at least 12 inches below the lowest adjacent finished grades. A bearing pressure of 1500 psf is indicated on the drawings.

1.1. Proposed Building Overexcavation

Based on Drawing A-1.1, the existing ground elevation is at about 99.6 feet and the area is to be excavated to elevation 95.6. Following overexcavation, the subgrade is to be scarified 6 inches, brought to at least optimum moisture and recompact to 90 percent

relative compaction. The pad is to be brought subsequently to elevation 98.6 feet after moisture conditioning and processing the previously excavated material.

1.2. Subsurface Conditions

At the time of our site visit on August 12, 2013, the excavation for the two modular buildings had been partially completed to a depth of 4 feet below adjacent grades. We observed the sides of the excavations and drilled two borings using a hand auger. The cut exposed at the edge of the excavation indicated that the upper soils, to a depth of about 4 feet, consists predominantly of brown fine sandy silt with localized areas of fine silty sand. Below that depth to about 8 feet below the original ground surface, the material consisted of firm silt to clayey silt. From 8 to 9 feet, the soils consisted of soft clay. The silt was generally moist to very moist and the clay was wet. A second hand auger boring drilled in the north portion of the excavation indicated the presence of silt to about 2½ feet below the bottom of the excavation, and clay from 2½ to 5 feet below the bottom of the excavation. The silt in this second boring was found to be firm and moist to very moist, and the clay was wet and soft.

Except for one sandy silt sample taken within two feet of the ground surface, the moisture content of the samples obtained from the hand auger borings were in the range of 29 to 70 percent with an average of about 47 percent. Except for localized depths, the #200 sieve wash indicated generally values of 77 to 99 percent fines contents for the silt and clay material. A nuclear gauge density test taken at the bottom of the excavation (4 feet below the original ground surface) indicated a dry unit weight of about 84 pcf, a moisture content of 36.7 percent and a corresponding degree of saturation of about 98 percent. The relative compaction was less than 85 percent.

Prior soil exploration data was made available for our review (Reference 2). In April 2013, two borings were drilled for Chevron for the installation of solar panels within the southeast parking at a distance of about 230 to 280 feet south of the excavation for the modular buildings. The test data from two borings, from a depth extending from the ground surface to about 7 feet, indicated moisture contents in the range of about 23 to 39

percent (average of 29 percent) and dry unit weights in the range of 85 to 99 pcf (average of 90 pcf). The corresponding degrees of saturation were in the range of 80 to 100 percent (average 90 percent). Based on the blow count during sampling, the material consistency ranges from soft to stiff.

1.3. Groundwater

During our hand augering for this evaluation, groundwater was encountered at a depth of about 7 feet below the pre-excavation ground surface in Boring B-1. The water level rose within a depth of about 2 feet below the bottom of the excavation within ½ hour of terminating the boring. For the borings drilled in the parking lot for the solar panels, groundwater was encountered at a depth of about one foot below the ground surface. Based on our review of the groundwater map presented in the “Seismic Hazard Zone Report for the Anaheim and Newport Beach 7.5 Minute Quadrangle, Seismic Hazard Zone Report 03, published by “Department of Conservation, California Division of Mine and Geology”, the historic high groundwater level is approximately 3 feet below ground surface (CDMG, 1997).

1.4. Excavation and Backfill Consideration

Except for the upper foot of subgrade soils, very moist soils should be expected in any site excavation. It should be noted that the onsite shallow soils consist generally of silt or clay that may be subject to “pumping” (deflection) at moisture of about 5 percent or greater above optimum. Based on the plasticity index tests and the maximum density test reported for the site, the optimum moisture of some of site soils is on the order of 15 to 20 percent. Our laboratory moisture content test results and those of others indicated values mostly in the range of 23 to 40 percent with an average of about 29 percent. Some of these soils are considered to have moisture content in the range of 10 to 20 percent above optimum.

Drying back these soils will be required to achieve compaction. When weather and/or time does not allow drying back the excavation bottoms, “bridging” the bottom of excavations for exterior flatwork may be performed by overexcavating some of the moist/wet soils and backfilling with ¾-inch crushed rock wrapped with geosynthetics. “Bridging” of disturbed

soils should not be allowed below building pads. Any disturbed soils should be removed from beneath the buildings. The contractor should select appropriate excavation and compaction equipment to avoid disturbing the subgrade and to be able to compact the fill to the project specifications above a relatively soft subgrade. Track-mounted excavators, track backhoes, and appropriate towed non-vibratory sheepsfoot or rammax type compactors combined with thin backfill lifts should be used as necessary to reduce subgrade disturbance and to compact the lower 2 feet of backfill. Larger equipment can be used once the lower two feet has been compacted to 90 percent relative compaction.

1.5. Correction for Existing Excavation

Based on our observations at the time of hand auger drilling, the subgrade of the excavation has been disturbed by the rubber-tire loader used for excavating, scarifying and attempting to re-compact the subgrade soils. To remove the disturbed soils, which are about one foot thick, we recommend the use of a track excavator, track backhoe or a small track-mounted loader. No rubber-tire equipment should be allowed on the excavation subgrade.

Once the disturbed material has been removed, we recommend placing at the bottom of the excavation a reinforcing fabric such as Mirafi 500X or equivalent and to backfill with at least one foot of ¾- or 1-inch crushed rock. The crushed rock should be covered with another layer of Mirafi fabric before placement of onsite backfill material. The onsite fill should be placed in lifts less than 6 inches in loose thickness and compacted using small compaction equipment (no rubber tires). This backfill should be moisture conditioned outside the excavation and should have a moisture content within 2 percent of optimum to facilitate compaction. Once 1½ feet of material has been compacted above the crushed rock, larger equipment may be used to complete the fill operation, if desired. The overlap of the geosynthetic fabric sheets should be per the manufacturer recommendations. The overexcavation should extend at least 4 feet outside the building footprint.

1.6. Exterior Flatwork

For exterior non-structural concrete flatwork, we recommend that the existing soils be overexcavated to a depth of at least 10 inches. The bottom of the overexcavation should be

scarified 6 inches, moisture conditioned within 2½ percent of optimum and recompacted. Except for pavement areas, all fill outside the structure areas should be compacted to at least 90% relative compaction at moisture content within 2½ percent of optimum unless the required compaction can be achieved at higher moisture content without soil “pumping”. Within pavement areas, the upper 8 inches of subgrade should be compacted to 95% relative compaction.

1.7. General Grading Requirements

1. All fills, unless otherwise specifically stated in the report, should be compacted to at least 90 percent of the maximum dry density as determined by ASTM D 1557 Method of Soil Compaction.
2. No fill should be placed until the area to receive the fill has been adequately prepared and approved by the Geotechnical Consultant or his representative.
3. Fill soils should be kept free of debris and organic material.
4. Rocks or hard fragments larger than 3 inches may not be placed in the fill without approval of the Geotechnical Consultant or his representative, and in a manner specified for each occurrence.
5. The fill material should be placed in layers which, when loose, should not exceed 8 inches per layer. Each layer should be spread evenly and should be thoroughly mixed during the spreading to obtain uniformity of material and moisture.
6. When the moisture content of the fill material is too low to obtain adequate compaction, water should be added and thoroughly dispersed until the soil has a moisture within 2½ percent of optimum moisture content unless compaction can be achieved at higher moisture.
7. When the moisture content of the fill material is too high to obtain adequate compaction, the fill material should be aerated by blading or other satisfactory methods until the soil has a moisture content as specified herein.
8. Permanent fill and cut slopes should not be constructed at gradients steeper than 2:1(H: V).

1.8. Fill Materials

The onsite shallow silty sand soils encountered in the borings are considered non expansive and are suitable for backfilling purposes following processing and provided they are free of deleterious materials. The onsite materials being used for backfilling should be non-expansive (EI less than 30), and should be in compliance with the specifications of this report.

1.9. Floor Slabs

We understand that floor slabs will be raised above grade. In the event that a floor slab needs to be placed on grade, the floor slab, as a minimum, should have a nominal thickness of 5 inches and should contain No. 4 bars spaced a maximum of 16 inches on centers, in both directions. It is recommended that the compacted subgrade be moistened prior to casting floor slabs.

For floor slab placed on grade, water vapor transmitted through floor slabs is a common cause of floor covering problems. In areas where moisture-sensitive floor coverings (such as tile, hardwood floors, linoleum or carpeting) are planned, a vapor retarder should be installed below the concrete slab to reduce excess vapor transmission through the slab. The membrane should be at least 10-mil thick and care should be taken to preserve the continuity and integrity of the membrane beneath the floor slab.

1.10. Foundations

Footings supporting the proposed modular building should have a minimum width of one foot. The bottom of footings should be located at least 12 inches below the lowest adjacent finish grade.

The proposed structures may be supported on isolated and/or strip footings designed using a net bearing value of 1,500 pounds per square foot (psf). A one-third increase in the bearing value may be used when considering wind or seismic loads.

Lateral loads may be resisted by soil friction and the passive resistance from the compacted granular engineered fill. A coefficient of friction of 0.3 may be used between the footings, floor slabs, and the supporting soils comprised of compacted granular earth materials. The passive resistance of level properly compacted fill soils in direct contact with the footings may be assumed to be equal to the pressure developed by a fluid with a density of 200 pcf, to a maximum pressure of 2,000 psf. A one-third increase in the passive value may be used for wind or seismic loads. The frictional resistance and the passive resistance of the soils may be combined provided that the passive resistance is reduced by one-third. We recommend that the first 6 inches of soil cover be neglected in the passive resistance calculations if the ground surface is not protected from erosion or disturbance by a slab, pavement or in a similar manner.

1.11. Utility Trench Backfill

The contractor should anticipate encountering very moist soils during the excavation of utility trench. This material will require dry back to be used as engineered backfill material.

Bedding material immediately around utility lines and extending to a point 12 inches above the line should consist of either sand, fine-grained gravel, or cement slurry to support and/or to protect the lines. A minimum of 4-inch thick bedding material should be placed below the bottom of the utility line, on a firm and unyielding subgrade. The bedding material should meet the specifications given in the latest edition of the "Standard Specifications for Public Works Construction" (Greenbook). Sand or gravel should be compacted in accordance with Greenbook specifications.

Above the bedding, up to finished subgrade in areas other than landscape and up to one foot below flatworks and pavements, utility trenches should be backfilled with non-to low expansive materials and mechanically compacted to at least 90% of the maximum dry density of the soils.

Below pavements, a minimum relative compaction of 95% is recommended in the upper 8 inches of the subgrade. The material should be observed, tested and approved by the Geotechnical Consultant. The trench materials should be placed in accordance with Sections 306-1.2.1 and 306-1.3 of the “Standard Specifications for Public Works Construction” (Greenbook).

When adjacent to any footings, utility trenches and pipes should be laid above an imaginary line measured at a gradient of 1:1 (H:V) projected down from the bottom edges of any footings. Otherwise, the pipe should be designed to accept the lateral effect from the footing load, or the footing bottom deepened as needed to comply with this requirement. Backfill consisting of 2-sack sand-cement slurry may also be used.

1.12. Drainage

Foundation, slabs, flatwork, and pavement performance depends greatly on proper drainage within and along the boundary of the development. Perimeter grades around the building should be sloped in a manner allowing water to drain away from the structure and not pond next to the foundations. Roof downdrains should be connected to underground pipes carrying water away from the building area or have extenders so water does not drain and pond next to the building. Per the 2010 CBC, landscape areas within 10 feet of buildings should slope away at gradients of at least 5 percent. Paved areas within 10 feet of buildings should slope away at gradients of at least 2 percent.

1.13. Asphalt Concrete (AC) Pavement

We understand that new pavement will be required in localized areas. The required pavement structural sections depend on the expected wheel loads, volume of traffic, and subgrade soils. The characteristics of subgrade soils are determined by R-value testing. Based on soil classification and our experience with R-value testing, we anticipate an R-value of about 20 on the sandy silt materials. The R-values should be confirmed with additional test, if necessary, at the time of construction. The following pavement sections were calculated based on assumed traffic indices of 5 and 6. The project Civil Engineer should determine the traffic index to be used for different areas of the site.

Traffic Index	Asphalt Thickness (Inches)	Base Course (CAB) Thickness (Inches)
5	3	8.0
6	4	9.5

Base course material should consist of Crushed Aggregate Base (CAB) or crushed miscellaneous base (CMB) as defined, respectively, by Section 200-2.2 and 200-2.4 of the Standard Specifications for Public Works Construction (“Greenbook”). Base course should be compacted to at least 95 percent of the maximum dry density of that material.

The subgrade underlying the pavement area should be overexcavated 10 inches below the proposed Base Course grade. Prior to fill placement, the subgrade should be scarified to a minimum depth of 6 inches, moisture conditioned to a moisture content within two percent of optimum moisture content, and compacted to at least 90% of the maximum dry density obtained per ASTM D1557. The upper 8 inches of subgrade should be compacted to 95% relative compaction. The subgrade should be in a “non-pumping” condition at the time of compaction.

1.14. Soil Corrosivity

Based on the data reported for the solar panel investigation, the soils are highly corrosive to concrete and metal. Type V cement with a water–cement ratio of 0.45 and concrete compressive strength of 4,500 at 28 days has previously recommended for this site. Additional laboratory confirmatory tests are underway.

2. OBSERVATION AND TESTING

A representative of the Geotechnical Consultant should be present to observe all grading operations as well as all footing excavations.

3. CLOSURE

The findings and recommendations presented in this report are based on the results of our field and laboratory investigations and review of prior data, combined with professional engineering experience and judgment. The report was prepared in accordance with generally accepted engineering principles and practice. We make no other warranty, either expressed or implied. Subsurface variations between borings should be anticipated. KGS should be notified if subsurface conditions are encountered, which differ from those described in this report. It should be noted that the site is located in a an area mapped by the state as a liquefaction hazard. **Our scope of work did not include an evaluation of liquefaction and the effect that liquefaction might have on the proposed buildings.**

Should you have any questions concerning this submittal, or the recommendations contained herewith, please do not hesitate to call our office.

Respectfully submitted,

KOURY GEOTECHNICAL SERVICES, INC.

Jacques B. Roy P.E. G.E.

Principal Geotechnical Engineer

Distribution:

1. Addressee (3 wet stamped copy+ a pdf copy via e-mail)
2. File (B)

APPENDICES

Appendix A: Maps and Plans

Boring Location Map – Figure A-1

Appendix B: Field Exploratory Boring Logs

Borings B-1 and B-2

REFERENCES

1. California Division of Mines and Geological, 1997 Seismic Hazard Zone Report for the Anaheim and Newport Beach 7.5 Minute Quadrangle, Seismic Hazard Zone Report 03, Orange County, California.
2. AESCO, (2010), Geotechnical Report, Proposed Solar Panels, Fountain Valley Unified School District, Talbert Middle School, 9101 Brabham Drive, Huntington Beach, California, Project No. 20130445-C4312, dated May 10, 2013.

APPENDIX A

Maps and Plans

DSA-810 LOCAL FIRE AUTHORITY REVIEW DSA Application #: 04-

Project address: TALBERT MIDDLE SCHOOL 9101 Brabham Dr. Huntington Beach, CA 92646

School District: Fountain Valley School District

Local Fire Authority is to complete Sections 1-7 as applicable to this project and sign below (Check Sections 1-3 per key.)

KEY: "YES" = Complies with LFA Requirements. "N/A" = Not applicable to this project.
 "NR" = LFA elects not to review. No Check mark = Reviewed but not approved. Complete Section 7.

YES	N/A	NR	Elevators
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Where an Elevator does not meet medical emergency service cab size, per 2010 Calif. Building Code, the Local Fire Authority approves the use of stairways for emergency rescue and patient transport.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Access Roads Access Roads, Fire Lane Markings, pavers and Gate Entrances are in accordance with Title 19, Calif. Code of Regulations & 2010 California Fire code, Chapter 5.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire Flow Fire Hydrant location and distribution complies with 2010 CFC / NFPA 1142 (Alternate Means). When NR is checked, DSA can only review on-site water storage as an alternate means. Signature of the School District Official is required to acknowledge use of NFPA 1142 as LFA alternate means:

SIGNATURE OF SCHOOL DISTRICT OFFICIAL: (Sign and Print name and Title) _____ (Date) _____

Automatic Fire Sprinkler Systems

The location(s) of the Post Indicator Valve and Fire Dept. Connection meet the requirements of this jurisdiction.

The location(s) of the Detector Check Valve Assembly meet the requirements of this jurisdiction.

Is project located in a Hazard Severity Zone Area? (2010 CBC, Chapter 7A, Section 701A.3.1)
 Yes No If YES, Type (check one): Moderate High Very High WIPA
 (If one of the boxes is checked plans will have to meet requirements of Chapter 7A)

7. COMMENTS: Note Deficiencies: _____

8. LOCAL FIRE AUTHORITY INFORMATION:

AGENCY NAME: Huntington Beach Fire Dept.
 ADDRESS: 2000 Main St.
 CITY / STATE / ZIP: Huntington Beach, CA 92646
 PHONE NUMBER: (714) 536-5531 EMAIL: _____

Completion of lines 1 through 7 (including school district representative signature on line 3 if alternate means required) and LFA signature below signifies that the Local Fire Authority has reviewed the listed items for this project. Items not checked or marked NR will be reviewed by DSA.
 Note: Only sign the DSA-810 when imaged onto the site plan. Loose form not acceptable to DSA.

REVIEWED BY: JAMES BROWN JAMES BROWN 6/25/13
 (Print name) (Signature) (Date)

RANK/TITLE (Print): Fire Protection Analyst - H&F&O

ACCESS ROUTE NOTES:

- The fire apparatus access route as shown shall conform with the Huntington Beach Fire Department's City Spec. No. 401 and shall be marked and signed per the Huntington Beach Fire Department's City Spec. No. 415, see attached.
- The fire apparatus access route as shown is on a paved all weather driving surface capable of supporting the imposed loads of a fire department apparatus weighing 60,000 pounds with a minimum unobstructed width as shown on sheet LF-1, clear to sky vertical clearance, minimum turning radius of 45 feet outside and 17 feet inside, and shall not exceed the angle of departure for fire dept. apparatus on any slope, CFC Section 503.2.3.
- The fire apparatus access route as shown comes within 150 feet of all portions of the exterior walls of the new modular buildings.
- The fire apparatus access route as shown must be provided and shall not be obstructed in any manner throughout construction, CFC 503.4.
- The new gate shown across the fire apparatus access route shall conform with Huntington Beach Fire Department's City Spec. No. 403 and, when open will not obstruct any portion of the required width of the fire apparatus access route or driveways. Knox box next to gate shall be Fire Dept. approved prior to installation.

NEW FIRE HYDRANT NOTES:

- The required fire flow for this project is 1,750 gpm at 20 psi residual pressure, over and above maximum daily domestic demand, CFC Appendix B. 2 hour min. duration.
- Provide minimum of (1) on-site fire hydrant installed per NFPA 24. Maximum hydrant spacing shall be 150 feet. New fire hydrant(s) and bollards shall conform with Huntington Beach Fire Department's City Spec. No. 407, see attachment.
- The new fire hydrant(s) shall be installed and operational prior to the issuance of the fire department's final approval for the new modular buildings.
- The new fire hydrant(s) shall be located not more than 5 feet from the fire apparatus access route.
- The new fire hydrant(s) shall have a 4" and a 2.5" connection.
- For consistency with other HA hydrants, use clown model # 860, and paint DSA r.b.

FIRE ALARM TESTING NOTE:

Fire Dept. shall witness testing of the DSA approved automatic fire alarm system for the new modular buildings. Prior to occupancy of the new modular buildings as shown on this drawing the Inspector of Record and/or the School District shall notify the Fire Dept. (no less than 24 hours ahead) of the time and day when the fire alarm system for the new modular buildings will be tested. (Fire Dept. ph. 714 536-5411)

SITE NOTES:

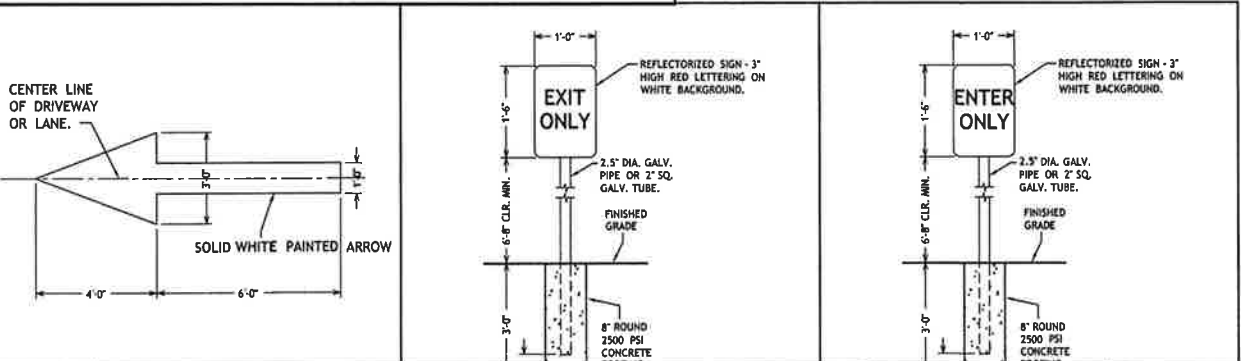
- New 1,920 sq. ft. modular classroom building, type V-B const., E occup. This building is considered a permanent building. This structure will not be equipped with an automatic fire sprinkler system.
- New 1,440 sq. ft. modular classroom building, type V-B const., E occup. This building is considered a permanent building. This structure will not be equipped with an automatic fire sprinkler system.
- Existing modular classroom building: type V-B const., E occup., 960 sq. ft. This structure is not equipped w/ an automatic fire sprinkler system.
- Existing A.C. paved area.
- Existing grass area.
- Existing chain link fence - typical.
- Existing basketball goal and support structure - typ.
- New asphalt concrete paving and base - typ.
- Existing curb to flush with roadway in this area.
- Center line of fire apparatus access route.
- Remove existing 20'-0" wide sliding gate and install new 24'-0" wide sliding gate. Match existing gate height.
- Move chain link fence and gates at existing bike yard as required to provide a minimum of 24'-0" clear space for fire apparatus access route.
- School District shall provide Fire Dept. approved Knox box at this location. Knox box shall contain key to lock on new gate.
- Install new fire hydrant and bollards. Install new fire hydrant as per sheets PG.1, PG.2 & PS1. Approval and installation of this new fire hydrant and bollards shall conform with Huntington Beach Fire Dept. City Specification No. 407, see attachment.
- Install new fire lane entrance sign at this location. Sign shall conform with Huntington Beach Fire Dept. City Specification No. 415, use Entrance Sign #3, see attachment.
- Install new fire lane markings - typical. Striping and lettering for curbs and paving (no curbs) shall conform with Huntington Beach Fire Dept. City Specification No. 415, see attachment.
- Install new "ENTER ONLY" sign as per detail 1 this sheet.
- Install new "EXIT ONLY" sign as per detail 2 this sheet.
- Install new painted directional arrow on paving as shown - typical, 9" total. Color shall be white. Use traffic paint.
- Flush.

21 Existing 8" A.C.P. water line, see sheet PS1 for complete notes.
 22 Install new fire line as per sheets PG.1, PG.2 & PS1.
 23 Install new 6" double detector check assembly as per sheets PG.1, PG.2 & PS1.
 24 Required paving removal and trench/pavement repair work in street area for installation of new fire line shall comply with Huntington Beach City Standard Plan No. 109.

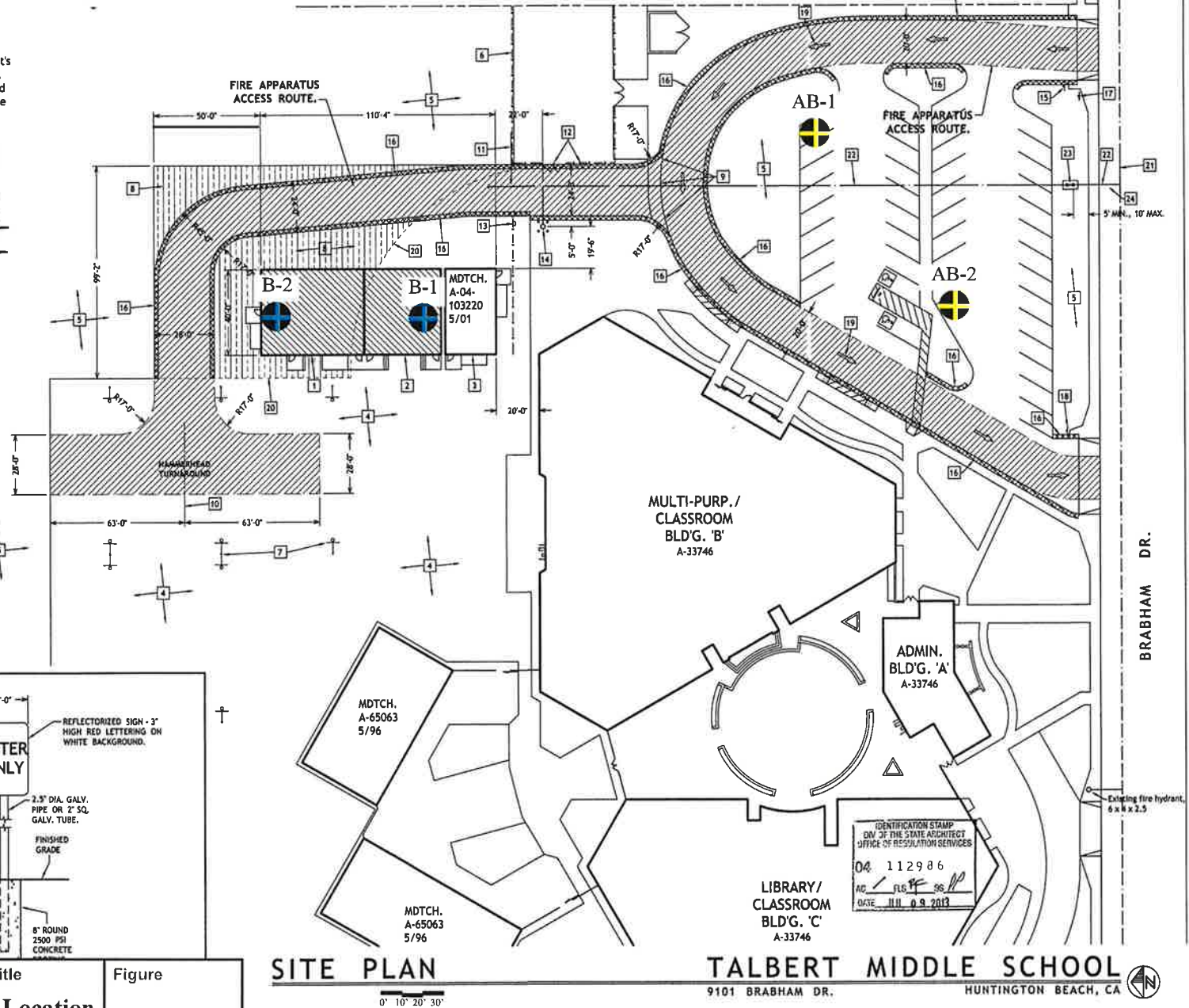
LEGEND:

B-1 & B-2: Boring Location By Koury Engineering

AB-1 & AB-2: Boring Location By Others



Huntington Beach Fire Department
 Fire Prevention Division
 APPROVED Date: 6/25/13
 Above approval is always subject to visual inspection and final approval on site.
 Signed James Brown Title FPA
 Permit # DSA 810 LFA REVIEW



SITE PLAN
 0' 10' 20' 30'

TALBERT MIDDLE SCHOOL
 9101 BRABHAM DR. HUNTINGTON BEACH, CA

REVISIONS	BY

NYBERG ARCHITECTS
 DESIGN • PLANNING • ENGINEERING

ALISO VIEJO, CALIFORNIA 92656-8097
 nybergarchitects@gmail.com

23 CRIMSON CANYON • 949-305-0649

LOCAL FIRE REVIEW SITE PLAN
 2 NEW MODULAR CLASSROOM BUILDINGS AT
 TALBERT MIDDLE SCHOOL
 FOR
 FOUNTAIN VALLEY SCHOOL DISTRICT

DRAWN: KJN
 CHECKED BY: _____
 DATE: 20 JUNE '13
 SCALE: AS NOTED
 JOB NO.: 13-7
 SHEET: LF-1



Project Name: **Talbert Middle School Huntington Beach, CA**

Project No.: **13-0392**

Drawing Title: **Boring Location Map**

Figure: **A-1**

Date: **August 2013**

APPENDIX B

Field Exploratory Boring Logs

KEY TO LOGS (continued)

SPT/CD BLOW COUNTS VS. CONSISTENCY/DENSITY					
FINE-GRAINED SOILS (SILTS, CLAYS, etc.)			GRANULAR SOILS (SANDS, GRAVELS, etc.)		
CONSISTENCY	*BLOWS/FOOT		RELATIVE DENSITY	*BLOWS/FOOT	
	SPT	CD		SPT	CD
SOFT	0-4	0-4	VERY LOOSE	0-4	0-8
FIRM	5-8	5-9	LOOSE	5-10	9-18
STIFF	9-15	10-18	MEDIUM DENSE	11-30	19-54
VERY STIFF	16-30	19-39	DENSE	31-50	55-90
HARD	over 30	over 39	VERY DENSE	over 50	over 90

* CONVERSION BETWEEN CALIFORNIA DRIVE SAMPLERS (CD) AND STANDARD PENETRATION TEST (SPT) BLOW COUNT HAS BEEN CALCULATED USING "FOUNDATION ENGINEERING HAND BOOK" BY H.Y. FANG. (VALUES ARE FOR 140 Lbs HAMMER WEIGHT ONLY)

DESCRIPTIVE ADJECTIVE VS. PERCENTAGE	
DESCRIPTIVE ADJECTIVE	PERCENTAGE REQUIREMENT
TRACE	1 - 10%
LITTLE	10 - 20%
SOME	20 - 35%
AND	35 - 50%

*THE FOLLOWING "DESCRIPTIVE TERMINOLOGY/ RANGES OF MOISTURE CONTENTS" HAVE BEEN USED FOR MOISTURE CLASSIFICATION IN THE LOGS.

APPROXIMATE MOISTURE CONTENT DEFINITION	
DEFINITION	DESCRIPTION
DRY	Dry to the touch; no observable moisture
SLIGHTLY MOIST	Some moisture but still a dry appearance
MOIST	Damp, but no visible water
VERY MOIST	Enough moisture to wet the hands
WET	Almost saturated; visible free water

KEY TO LOGS

SOILS CLASSIFICATION					
MAJOR DIVISIONS			GRAPHIC LOG	USCS SYMBOL	TYPICAL NAMES
COARSE GRAINED SOILS	GRAVELS	CLEAN GRAVELS		GW	WELL-GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES
		LESS THAN 5% FINES		GP	POORLY-GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES		GM	SILTY GRAVELS, GRAVEL-SAND-SILT MIXTURES
		MORE THAN 12% FINES		GC	CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES
	SANDS	CLEAN SANDS		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
		LESS THAN 5% FINES		SP	POORLY-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
		SANDS WITH FINES		SM	SILTY SANDS, SAND-SILT MIXTURES
		MORE THAN 12% FINES		SC	CLAYEY SANDS, SAND-CLAY MIXTURES
		50% OR MORE OF COARSE FRACTION IS SMALLER THAN NO. 4 SIEVE			
FINE GRAINED SOILS	SILTS AND CLAYS			ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
	LIQUID LIMIT IS LESS THAN 50			CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
	LIQUID LIMIT IS LESS THAN 50			OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SANDY OR GRAVELLY ELASTIC SILTS
	LIQUID LIMIT IS 50 OR MORE			CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS
	LIQUID LIMIT IS 50 OR MORE			OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
	LIQUID LIMIT IS 50 OR MORE				
HIGHLY ORGANIC SOILS				PT	PEAT AND OTHER HIGHLY ORGANIC SOILS

GRAIN SIZES							
SILT AND CLAY	SAND			GRAVEL		COBBLES	BOULDERS
	FINE	MEDIUM	COARSE	FINE	COARSE		
	#200	#40	#10	#4	3/4"	3"	12"
	SIEVE SIZES						

Boring Log



Project No. : 13-0392
 Project Name : Talbert Middle School

Boring No. : B-1

Sheet : 1 Of : 1

Drilling Method : Hand Auger

Sampling Method :

Ground Elevation:

Hammer Weight : Drop Height :

Drilling Co. :

Location : See Figure A-1

Date Drilled : 8/12/13


Sample No.	Moisture Content (%)	Dry Unit Weight (pcf)	Blows	Depth (ft)	Sample Location	Graphic Log	Soil Type (USCS)	Description	Additional Tests
1	17.3			0			ML	Sandy SILT; fine, moist, brown	#200 Wash Fines = 58%
2	29.4			5			ML	Silt with SAND; firm, very moist, gray	#200 Wash Fines = 78%
3	36.5						ML	SILT; firm, very moist to wet, gray	#200 Wash Fines = 97%
4	40.0						ML		
5	44.4						CH	Fat CLAY; soft, wet, gray	#200 Wash Fines = 94%
6	63.1						CH		#200 Wash Fines = 96%
7	54.7						CH		
								End of Boring @ 9'	
								Groundwater encountered at 6'	

Bulk

CD

SPT

Boring Log

							Project No. : 13-0392 Project Name : Talbert Middle School Drilling Method : Hand Auger Sampling Method : Hammer Weight : Drop Height : Location : See Figure A-1		Boring No. : B-2 Sheet : 1 Of : 1 Ground Elevation: Drilling Co. : Date Drilled : 8/12/13	
Sample No.	Moisture Content (%)	Dry Unit Weight (pcf)	Blows	Depth (ft)	Sample Location	Graphic Log	Soil Type (USCS)	Description	Additional Tests	
				0			ML	Sandy SILT; fine, moist, brown	#200 Wash Fines = 93% #200 Wash Fines = 96%	
1	38.9						ML	Silt; firm, very moist to wet, gray	#200 Wash Fines = 98%	
2	38.8			5			ML	Silt; firm, very moist to wet, gray	#200 Wash Fines = 98%	
3	40.6						ML	Silt; firm, very moist to wet, gray	#200 Wash Fines = 97%	
4	50.2						CH	Fat CLAY; soft, wet, gray	#200 Wash Fines = 98%	
5	69.6						CH	Fat CLAY; soft, wet, gray	#200 Wash Fines = 98%	
6	59.4						CH	Fat CLAY; soft, wet, gray	#200 Wash Fines = 99%	
				10				End of Boring @ 9' Groundwater encountered at 6'		

Bulk ☒

CD ■

SPT ☒



FOUNTAIN VALLEY SCHOOL DISTRICT

17330 Mount Herrmann • Fountain Valley, CA 92708 • (714)668-5882 • www.fvsd.k12.ca.us

Memorandum

TO: Steve McMahon – Assistant Superintendent, Business
FROM: Joe Hastie – Supervisor, Maintenance
DATE: October 8, 2013
**SUBJECT: RECOMMENDATION TO UTILIZE COLTON SCHOOL DISTRICT
PIGGYBACK BID # 09-01 AND ALL EXTENSIONS**

BACKGROUND

The District has multiple shade structures and playground areas at each of the sites. Routine maintenance and replacement of the shade covers, play equipment, and play surfaces is done on an ongoing basis. Utilization of the Colton School District Piggyback Bid #09-01 allows the District to purchase the shade covers, play equipment, and play surfaces at the best possible price through Dave Bang Associates Inc., a vendor that is known to the District and has experience with installations within the District.

RECOMMENDATION

It is recommended that the Board of Trustees accept the Colton School District Piggyback Bid #09-01 including the bid extension for the purpose of purchasing shade covers, play equipment, and play surfaces on an ongoing basis throughout the District and authorize the Superintendent or his designee to sign all documents on behalf of the District.

Colton Joint Unified School District

Jerry Almendarez, Superintendent
Jaime R. Ayala, Assistant Superintendent, Business Services Division
Dave Beeson, Director, Purchasing and Warehouse



Mr. Roger Kowalski, *President*
Mr. Frank A. Ibarra, *Vice-President*
Mr. Pilar Tabera, *Clerk*
Mr. Randall Cenicerros
Mr. Dan Flores
Mrs. Patt Haro
Mrs. Laura Morales

February 14, 2013

Dave Bang Associates
Attn: Pete Stokes
PO Box 1088
Tustin, CA 92781-1088

Dear Pete,

I am pleased to inform you that at the February 7, 2013 meeting of the Colton Joint Unified School District Board of Education, the Board took formal action to extend Bid 09-01 for Playground Equipment and DSA Shade Shelters for one additional year. The bid terms and conditions will remain in effect through February 17, 2014. Please find attached the Board agenda item and certification of Board minutes.

The District looks forward to working with your firm this next year.

Sincerely,

Dave Beeson
Director, Purchasing and Warehouse
909-580-6670
david_beeson@cjuds.net



Agenda Item Details

Meeting	Feb 07, 2013 - Board of Education Regular Meeting Agenda
Category	8. Action Session - Action Items
Subject	8.6 Approval to Extend the Dave Bang Associates Bid #09-01 for One Year Effective February 18, 2013 through February 17, 2014
Type	Action - Business Services Division
Preferred Date	Feb 07, 2013
Absolute Date	Feb 07, 2013
Fiscal Impact	Yes
Dollar Amount	\$ 50,000.00
Budgeted	Yes
Budget Source	General Fund or Self Insurance Fund 67 Expenditure: \$50,000 as needed.
Recommended Action	That the Board approve the extension of Bid #09-01 for playground equipment, outdoor site furnishings and DSA shade shelters with Dave Bang Associates for one additional year effective February 18, 2013 through February 17, 2014.
Goals	Budget Planning Facilities/Support Services 1. Communication

At the February 18, 2010 Board meeting, the Board of Education approved Dave Bang Associates as the lowest responsible bidder for playground equipment, outdoor site furnishings and DSA shade shelters. The original award created a "piggyback bid" that allows other California school districts and state agencies, to purchase playground equipment, outdoor site furnishings and DSA shade shelters at potential savings.

As allowed in Education Code 17596 (K-12) and 81644 (Community Colleges), and as stated in the original bid documents, the Contract term is for one year after award of Bid, and may be extended for additional one-year periods. Dave Bang Associates has requested approval for this one-year extension with no Consumer Price Index (CPI) price increase.

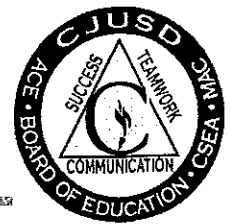
Not only has the Colton Joint Unified School District taken advantage of the highly competitive pricing obtained from this bid, numerous school districts throughout the State have also found Bid #09-01 for playground equipment, outdoor site furnishings and DSA shade shelters to be advantageous.

[5 AB dave bang letter.pdf \(14 KB\)](#)

Colton Joint Unified School District

Jerry Almendarez, Superintendent

Jaime R. Ayala, Assistant Superintendent, Business Services



Certification of Minutes

The Board of Education of the Colton Joint Unified School District met in Regular Session on Thursday, February 7, 2013, at 6:00 p.m. in the Board Room at the CJUSD Student Services Center, 851 So. Mt. Vernon Avenue, Colton, California.

Members Present: 7

Members Absent: 0

Action Section -Action Items

Section 8

On motion of Board Member Ibarra and Board Member Cenicerros and carried on a 7-0 vote, the Board approved Action Item 8.6 as presented.

#8.6

Approval to Extend the Dave Bang Associates Bid #09-01 for One Year Effective February 18, 2013 through February 17, 2014

I, Jaime R. Ayala, Assistant Superintendent, Business Services, for the COLTON JOINT UNIFIED SCHOOL DISTRICT, do hereby certify that the above is a true and correct copy of the motion duly made, adopted, and entered on the minutes of the Governing Board of said District.

By: _____

February 8, 2013

*Specialists in Equipping Playgrounds,
Parks & Athletic Facilities*

dave bang associates, inc.

P. O. Box 1088 Tustin, California 92781-1088

1-800-669-2585
Fax 1-800-729-2483

Colton Joint Unified School District
Attn: Dave Beeson
Purchasing Department
1212 Valencia Drive
Colton, CA 92324

January 11, 2013

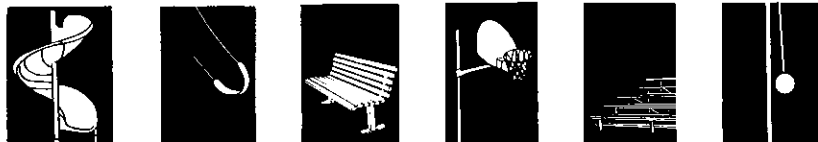
Dear Mr. Beeson,

Regarding Bid #09-01 for Playground Equipment, Outdoor Site Furnishings and DSA Shade Shelters, Dave Bang Associates is requesting an extension on this bid for a period of one year, through February 18, 2014. Terms and conditions are to remain the same as set forth on the bid documents.

Sincerely,



Pete Stokes
President
800-669-2585
800-729-2483 FAX





Fountain Valley School District

10055 Slater Avenue, Fountain Valley, CA 92708 (714) 843-3228 www.fvsd.k12.ca.us

MEMORANDUM

TO: Marc Ecker, Superintendent

FROM: Cathie Abdel, Asst. Superintendent, Personnel

SUBJECT: NOTICE OF LAYOFF FOR CLASSIFIED POSITIONS – REDUCTION OF WORK HOURS

DATE: October 7, 2013

BACKGROUND

As a result of changes in enrollment in the Child Care programs, there are three positions recommended for a reduction in hours. As reductions such as these are negotiable, the district and CSEA bargaining teams have met and reached tentative agreement, subject to approval by CSEA members. The attached Tentative Agreement will be voted on October 14, 2013.

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

IMPACTS

The following classified positions shall be reduced in hours following the required 60 day notice (as of December 20, 2013):

<u>Classification</u>	<u>Work site</u>	<u>Hours/week</u>
ESP Instructor	Courreges	19 to 16
ESP Aide	Oka	18.5 to 15
	Tamura	15 to 13.5

RECOMMENDATION

It is recommended that the Board of Trustees reduce the services of the positions so designated on the effective date listed above.

C: Ross Hessler, Director, Human Resources

2013/2014

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members
From: Patrick J Middleton, Fiscal/MIS Manager
West Orange County Consortium for Special Education
Date: September 30, 2013
Subject: **Non-Public Agency Contract Addendums**

Board Meeting Date: October 17, 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
979817-2613	Cornerstone Therapies	7,100.00	July 01, 2013 to June 30, 2014

Approved by the FVSD Board of Trustees
October 17, 2013

Marc Ecker, Ph.D.
Superintendent

2013/2014

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members
From: Patrick J Middleton, Fiscal/MIS Manager
West Orange County Consortium for Special Education
Date: September 30, 2013
Subject: **Non-Public School Contract Addendums**

Board Meeting Date: October 17, 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
214262-2418	Mardan Center of Educational Therapy	4,300.00	2013-07-01 to 2014-06-30

Approved by the FVSD Board of Trustees
October 17, 2013

Marc Ecker, Ph.D.
Superintendent

2013/2014

HBUHSD Contract No. 2418
Please refer to this number on correspondence, invoices, etc.

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

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 17th of October, 2013 between the Fountain Valley School District, County of Orange and Mardan Center of Educational Therapy for (Local Education Agency) (Nonpublic School or Agency)
214262-2418 born on _____, who is a resident of Fountain Valley School District of (Name of Student) (Date of Birth) (Local Education Agency) of Orange County.

ORIGINAL CONTRACT - 2013-07-01 to 2014-06-30

SERVICES AS PROVIDED IN ORIGINAL CONTRACT	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Original Cost
0. Basic Education Program	NPS	1 Day	172.00	180.00	30,960.00
TOTAL ORIGINAL CONTRACT COST					30,960.00

ADDENDUM CONTRACT - 2013-07-01 to 2014-06-30

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Addendum Cost
0. Basic Education Program (ESY)	NPS	1 Day	172.00	25.00	4,300.00
TOTAL ADDENDUM CONTRACT COST					4,300.00

AMENDED CONTRACT

SERVICES AS PROVIDED IN AMENDED CONTRACT	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Amended Cost
0. Basic Education Program	NPS	1 Day	172.00	180.00	30,960.00
0. Basic Education Program (ESY)	NPS	1 Day	172.00	25.00	4,300.00
TOTAL AMENDED CONTRACT COST					35,260.00

This AMENDED Service shall begin on 2013-07-01 and shall terminate at 5:00 p.m. on 2014-06-30 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Mardan Center of Educational Therapy
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature)

(Type Name and Title)

Marc Ecker, Ph.D.
(Type Name of Superintendent) Date

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

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 17th of October, 2013 between the Fountain Valley School District, County of Orange and Cornerstone Therapies for
(Local Education Agency) (Nonpublic School or Agency)
979817-2613 born on _____, who is a resident of Fountain Valley School District of
(Name of Student) (Date of Birth) (Local Education Agency)
Orange County.

ORIGINAL CONTRACT - July 01, 2013 to June 30, 2014

SERVICES AS PROVIDED IN ORIGINAL CONTRACT	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Original Cost
1. Assessments/Testing/Evaluations (RATE 1) (PT Eval)	NPA	60 Minutes	225.00	2.00	450.00
2. Assessments/Testing/Evaluations (RATE 2) (PT Eval)	NPA	60 Minutes	85.00	6.00	510.00
TOTAL ORIGINAL CONTRACT COST					960.00

ADDENDUM CONTRACT - July 01, 2013 to June 30, 2014

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Addendum Cost
3. Physical Therapy - Clinic (2x60min/wk)	NPA	60 Minutes	85.00	80.00	6,800.00
4. Physical Therapy - Collab (3x60min/yr)	NPA	60 Minutes	100.00	3.00	300.00
TOTAL ADDENDUM CONTRACT COST					7,100.00

AMENDED CONTRACT

SERVICES AS PROVIDED IN AMENDED CONTRACT	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Amended Cost
1. Assessments/Testing/Evaluations (RATE 1) (PT Eval)	NPA	60 Minutes	225.00	2.00	450.00
2. Assessments/Testing/Evaluations (RATE 2) (PT Eval)	NPA	60 Minutes	85.00	6.00	510.00
3. Physical Therapy - Clinic (2x60min/wk)	NPA	60 Minutes	85.00	80.00	6,800.00
4. Physical Therapy - Collab (3x60min/yr)	NPA	60 Minutes	100.00	3.00	300.00
TOTAL AMENDED CONTRACT COST					8,060.00

This AMENDED Service shall begin on July 01, 2013 and shall terminate at 5:00 p.m. on June 30, 2014 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)

(Type Name and Title)

Marc Ecker, Ph.D.
(Type Name of Superintendent) Date

2013/2014

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members
From: Patrick J Middleton, Fiscal/MIS Manager
West Orange County Consortium for Special Education
Date: September 30, 2013
Subject: **Non-Public Agency Contracts**

Board Meeting Date: October 17, 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
706384-2672	Cornerstone Therapies	8,000.00	July 01, 2013 to June 30, 2014

Approved by the FVSD Board of Trustees
October 17, 2013

Marc Ecker, Ph.D.
Superintendent

2013/2014

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members
From: Patrick J Middleton, Fiscal/MIS Manager
West Orange County Consortium for Special Education
Date: September 30, 2013
Subject: **Non-Public School Contracts**

Board Meeting Date: October 17, 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
192103-2671	Oak Grove Institute	133,598.00	July 01, 2013 to June 30, 2014
850094-2669	Del Sol School	44,375.00	September 04, 2013 to June 30, 2014

Approved by the FVSD Board of Trustees
October 17, 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: 09-30-13 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Oak Grove Institute
 Pupil Name: 192103-2671 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 210 x Per Diem 125.00 TOTAL BASIC EDUCATION COSTS 26,250.00

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. Room & Board	NPS	1.00 Month	8,529.00	12.00	102,348.00
2. transportation	NPS	0.00	0.00	0.00	5,000.00
public carrier					

Maximum Total Related Services Costs (B) 107,348.00
 Maximum Total Basic Education and Related Services Costs (A + B) 133,598.00
 Maximum Per Diem for Basic Education 125.00

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, 2013
and terminates on 5:00 p.m. on: June 30, 2014
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.)

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

Date: 09-30-13 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Del Sol School
 Pupil Name: 850094-2669 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:
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days x Per Diem TOTAL BASIC EDUCATION COSTS

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Behavior Intervention	NPS	60.00 Minutes	37.50	1,110.00	41,625.00
6hrs/day					
2. Language and Speech Therapy	NPS	60.00 Minutes	110.00	25.00	2,750.00
2x20min/wk					

Maximum Total Related Services Costs (B) 44,375.00

Maximum Total Basic Education and Related Services Costs (A + B) _____

Maximum Per Diem for Basic Education _____

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code 56365 et seq.)

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

Other Provisions (attachments as necessary): _____

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

This contract is effective on: September 04, 2013
and terminates on 5:00 p.m. on: June 30, 2014
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Del Sol School
(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)

5340 Myra Avenue, Suite A, Cypress, CA 90630
(Address)

714-828-6409 714-828-3400
(Telephone Number) (FAX Number)

30-4251986
(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: 09-30-13 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Cornerstone Therapies
 Pupil Name: 706384-2672 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. Physical Therapy - School/Clinic	NPA	60.00 Minutes	100.00	80.00	8,000.00
2x60min/wk					

Maximum Total Related Services Costs (B) 8,000.00

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, 2013
and terminates on 5:00 p.m. on: June 30, 2014
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 _____

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

TABLE OF CONTENTS

I. GENERAL PROVISIONS

1. MASTER CONTRACT	3
2. CERTIFICATION	3
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	4
4. TERM OF MASTER CONTRACT	4
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	4
6. INDIVIDUAL SERVICES AGREEMENT	5
7. DEFINITIONS	6

II. ADMINISTRATION OF CONTRACT

8. NOTICES	7
9. MAINTENANCE OF RECORDS	7
10. SEVERABILITY CLAUSE	8
11. SUCCESSORS IN INTEREST	8
12. VENUE AND GOVERNING LAW	8
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	8
14. TERMINATION	8
15. INSURANCE	9
16. INDEMNIFICATION AND HOLD HARMLESS	10
17. INDEPENDENT CONTRACTOR	10
18. SUBCONTRACTING	11
19. CONFLICTS OF INTEREST	11
20. NON-DISCRIMINATION	12

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	12
22. GENERAL PROGRAM OF INSTRUCTION	13
23. INSTRUCTIONAL MINUTES	14
24. CLASS SIZE	14
25. CALENDARS	14
26. DATA REPORTING	15
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	15
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION	16
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS	16
30. POSITIVE BEHAVIOR INTERVENTIONS	16
31. STUDENT DISCIPLINE	17
32. IEP TEAM MEETINGS	17

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

33. SURROGATE PARENTS	18
34. DUE PROCESS PROCEEDINGS	18
35. COMPLAINT PROCEDURES	18
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS	19
37. TRANSCRIPTS	19
38. LEA STUDENT CHANGE OF RESIDENCE	20
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	20
40. PARENT ACCESS	20
41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES	20
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS	21
43. STATE MEAL MANDATE	21
44. MONITORING	21

IV. PERSONNEL

45. CLEARANCE REQUIREMENTS	22
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR	24

V. HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATION	24
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	25
55. SEXUAL HARASSMENT	25
56. REPORTING OF MISSING CHILDREN	25

VI. FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	28
61. INSPECTION AND AUDIT	29
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	30
EXHIBIT A: RATES	33

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 17th day of October, 2013, between the Fountain Valley School District (hereinafter referred to as “District” or local educational agency “LEA”) and Del Sol School (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

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

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

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

Total student enrollment shall be limited to capacity as stated on CDE certification. Total 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, 2013 to June 30, 2014 (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, 2014. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Request for re-negotiation of any rate, including but not limited to, 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, 2014.

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

This Master Contract shall be referenced by each subsequent Individual Services Agreement for students served by LEA which is received by CONTRACTOR. 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.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also 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 via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

A. Commercial General Liability Insurance, including both bodily injury and property damage, with minimum limits as follows:

- \$1,000,000 per occurrence
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$2,000,000 general aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR'S policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. Auto Liability Insurance. To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

- Part A - Statutory Limits
- Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Nothing in this provision shall require CONTRACTOR to procure Employment Practices Liability Insurance.

D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage with the following limits:

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding..

18. SUBCONTRACTING

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the 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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

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.

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.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

314 instructional minutes for LEA students in grades six through twelve inclusive.

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations and/or activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

Where CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA, state and federal guidelines.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to entering into any contract for services. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. Behavior intervention agencies shall provide the LEA with all training protocols for behavior intervention staff employed by a nonpublic agency who do not possess a license, credential or recognized certification as part of their Master Contract application. Behavior intervention nonpublic agencies shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 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

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

2013-14

HBUHSD CONTRACT NO. 2669

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

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 LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in the CDE On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

2013-14

HBUHSD CONTRACT NO. 2669

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

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up"

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil’s home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 3454(a) regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR 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.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

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 staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

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 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.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). 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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence. The LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

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. DEBARMENT 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 2013 and terminates at 5:00 P.M. on June 30, 2014, unless sooner terminated as provide herein.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

CONTRACTOR,

LEA,

Del Sol School

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: _____

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Name and Title 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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

EXHIBIT A: RATES

CONTRACTOR Del Sol School **CONTRACT YEAR** 2013-2014
(NONPUBLIC SCHOOL OR AGENCY)

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by**
CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

	Rate	Period
A. <u>Basic Education Program/Special Edu</u>		
Basic Education Program	\$ _____	_____ Day

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. <u>Related Services</u>		
(001.1) a. Transportation - Round Trip	\$ _____	_____ Minutes
(001.2) b. Transportation - One Way	\$ _____	_____ Minutes
(001.3) c. Public Transportation	\$ _____	_____ Minutes
(002.1) a. Educational Counseling - Individual	\$ _____	_____ Minutes
(002.2) b. Educational Counseling - Group	\$ _____	_____ Minutes
(002.3) c. Counseling - Parent	\$ _____	_____ Minutes
(003.1) a. Adapted Physical Education - Individual	\$ _____	_____ Minutes
(003.2) b. Adapted Physical Education - Group	\$ _____	_____ Minutes
(004.1) a. Language and Speech Therapy	\$ 110.00	60 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	\$ 37.50	60 Minutes
(009.2) b. Behavior Intevention - Supervision	\$ 90.00	60 Minutes
(010) Nursing Services	\$ _____	_____ Minutes
(011) Psychological Services	\$ 170.00	60 Minutes
(012) Residential Mental Health Services	\$ _____	_____ Day

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2669

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

Nonpublic School/Agency Assurance Statement

Nonpublic School or Agency: _____

Date: _____ Prepared By: _____

I hereby certify the following:

- All employees of this nonpublic school or agency are trained annually in child abuse reporting requirements and have signed statements acknowledging their understanding of these requirements.

- All employees of this nonpublic school or agency have been provided with a copy of our policy specific to sexual harassment prevention that describes behaviors that are prohibited by federal and state laws and procedures for making complaints and receive annual training related to the policy.

- All employees of this nonpublic school or agency are trained annually in missing children reporting requirements and have signed statements acknowledging their understanding of these requirements.

Signature of Administrator: _____

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

TABLE OF CONTENTS

I. GENERAL PROVISIONS

1. MASTER CONTRACT	3
2. CERTIFICATION	3
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	4
4. TERM OF MASTER CONTRACT	4
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	4
6. INDIVIDUAL SERVICES AGREEMENT	5
7. DEFINITIONS	6

II. ADMINISTRATION OF CONTRACT

8. NOTICES	7
9. MAINTENANCE OF RECORDS	7
10. SEVERABILITY CLAUSE	8
11. SUCCESSORS IN INTEREST	8
12. VENUE AND GOVERNING LAW	8
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	8
14. TERMINATION	8
15. INSURANCE	9
16. INDEMNIFICATION AND HOLD HARMLESS	10
17. INDEPENDENT CONTRACTOR	10
18. SUBCONTRACTING	11
19. CONFLICTS OF INTEREST	11
20. NON-DISCRIMINATION	12

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	12
22. GENERAL PROGRAM OF INSTRUCTION	13
23. INSTRUCTIONAL MINUTES	14
24. CLASS SIZE	14
25. CALENDARS	14
26. DATA REPORTING	15
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	15
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION	16
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS	16
30. POSITIVE BEHAVIOR INTERVENTIONS	16
31. STUDENT DISCIPLINE	17
32. IEP TEAM MEETINGS	17

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

33. SURROGATE PARENTS	18
34. DUE PROCESS PROCEEDINGS	18
35. COMPLAINT PROCEDURES	18
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS	19
37. TRANSCRIPTS	19
38. LEA STUDENT CHANGE OF RESIDENCE	20
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	20
40. PARENT ACCESS	20
41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES	20
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS	21
43. STATE MEAL MANDATE	21
44. MONITORING	21

IV. PERSONNEL

45. CLEARANCE REQUIREMENTS	22
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR	24

V. HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATION	24
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	25
55. SEXUAL HARASSMENT	25
56. REPORTING OF MISSING CHILDREN	25

VI. FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	28
61. INSPECTION AND AUDIT	29
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	30
EXHIBIT A: RATES	33

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 17th day of October, 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 or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

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

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

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

Total student enrollment shall be limited to capacity as stated on CDE certification. Total 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, 2013 to June 30, 2014 (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, 2014. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Request for re-negotiation of any rate, including but not limited to, 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, 2014.

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

This Master Contract shall be referenced by each subsequent Individual Services Agreement for students served by LEA which is received by CONTRACTOR. 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.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also 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 via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

A. Commercial General Liability Insurance, including both bodily injury and property damage, with minimum limits as follows:

- \$1,000,000 per occurrence
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$2,000,000 general aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR'S policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. Auto Liability Insurance. To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

- Part A - Statutory Limits
- Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Nothing in this provision shall require CONTRACTOR to procure Employment Practices Liability Insurance.

D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage with the following limits:

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding..

18. SUBCONTRACTING

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the 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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

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.

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.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

314 instructional minutes for LEA students in grades six through twelve inclusive.

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations and/or activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

Where CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA, state and federal guidelines.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(1)(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.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

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 LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in the CDE On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up"

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil’s home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 3454(a) regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR 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.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

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 staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

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 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.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

2013-14

HBUHSD CONTRACT NO. 2671

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

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). 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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence. The LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

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. DEBARMENT 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 2013 and terminates at 5:00 P.M. on June 30, 2014, unless sooner terminated as provide herein.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

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: _____

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Name and Title 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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

EXHIBIT A: RATES

CONTRACTOR Oak Grove Institute **CONTRACT YEAR** 2013-2014
(NONPUBLIC SCHOOL OR AGENCY)

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

	Rate	Period
A. <u>Basic Education Program/Special Edu</u>		
Basic Education Program	\$ <u>125.00</u>	<u>1</u> Day

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. <u>Related Services</u>		
(001.1) a. Transportation - Round Trip	\$ _____	_____ Minutes
(001.2) b. Transportation - One Way	\$ _____	_____ Minutes
(001.3) c. Public Transportation	\$ _____	_____ Minutes
(002.1) a. Educational Counseling - Individual	\$ _____	_____ Minutes
(002.2) b. Educational Counseling - Group	\$ _____	_____ Minutes
(002.3) c. Counseling - Parent	\$ _____	_____ Minutes
(003.1) a. Adapted Physical Education - Individual	\$ _____	_____ Minutes
(003.2) b. Adapted Physical Education - Group	\$ _____	_____ Minutes
(004.1) a. Language and Speech Therapy - Individual	\$ _____	_____ Minutes
(004.2) b. Language and Speech Therapy - Group	\$ _____	_____ Minutes
(004.3) c. Language and Speech Therapy - Per Diem	\$ _____	_____ Minutes
(004.4) d. Language and Speech Therapy - Consultation Rate	\$ _____	_____ Minutes
(005.1) a. 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>8,529.00</u>	<u>1</u> Month
(012) Residential Mental Health Services	\$ _____	_____ Day

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2013-14**

HBUHSD CONTRACT NO. 2671

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

Nonpublic School/Agency Assurance Statement

Nonpublic School or Agency: _____

Date: _____ Prepared By: _____

I hereby certify the following:

- All employees of this nonpublic school or agency are trained annually in child abuse reporting requirements and have signed statements acknowledging their understanding of these requirements.

- All employees of this nonpublic school or agency have been provided with a copy of our policy specific to sexual harassment prevention that describes behaviors that are prohibited by federal and state laws and procedures for making complaints and receive annual training related to the policy.

- All employees of this nonpublic school or agency are trained annually in missing children reporting requirements and have signed statements acknowledging their understanding of these requirements.

Signature of Administrator: _____