



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

AGENDA

Board Room
10055 Slater Avenue
Fountain Valley, CA

June 18, 2014

- 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.
- Confidential Pupil Personnel: *Education Code 35146*
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.

- PLEDGE OF ALLEGIANCE

BOARD REPORTS AND COMMUNICATIONS

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

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

PUBLIC 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

- 1. **APPROVAL OF LOCAL CONTROL ACCOUNTABILITY PLAN FOR FOUNTAIN VALLEY SCHOOL DISTRICT** M ____

2nd ____
V ____

As part of the new Local Control Funding Formula, every school district in California is required to develop and adopt a Local Control Accountability Plan (LCAP).

Superintendent’s Recommendation: It is recommended that the Board of Trustees approve the Local Control Accountability Plan for Fountain Valley School District.

- 2. **APPROVAL OF 2014-15 FINAL DISTRICT BUDGET** M ____

2nd ____
V ____

The 2014-15 District budget represents the results of the Board’s direction of maintaining the current high quality programs in a fiscally prudent manner. All required reserves are maintained, all funds will end with a positive ending balance and the budget meets State standards and criteria. Pursuant to expected State Budget passage or within 45 days of the State Budget passing, our budget will be updated and revised in September and throughout the year as needed.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approve the budget for fiscal year 2014-15 and authorize the Superintendent to sign all documents.

3. 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

- 3-A.** Board Meeting Minutes from June 2nd special meeting and June 5th regular meeting
- 3-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 3-C.** Donations
- 3-D.** Warrants
- 3-E.** Purchase Order Listing
- 3-F.** Budget Adjustments

Consent Items

3-G. SINGLE PLANS FOR STUDENT ACHIEVEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approve the School Plans for Student Achievement for the following six schools: Fulton, Gisler, Masuda, Newland, Plavan, and Talbert. The other four School Plans were approved at the June 5, 2014 Fountain Valley School District Board meeting.

3-H. APPROVAL OF DOCUMENT TRACKING SERVICES AS SARC/SPSA CONSULTANT

Superintendent's Comments: It is recommended that the Board of Trustees approve the 2014-2015 Licensing Agreement between Document Tracking Services and Fountain Valley School District for assistance in the preparation of the annual School Accountability Report Cards and Single Plans for Student Achievement.

3-I. PROGRAM SELF-EVALUATION ANNUAL REPORT, STATE PRESCHOOL PROGRAM

Superintendent's Comments: It is recommended that the Board of Trustees review the Program Self-Evaluation for the State Preschool Program for the school year 2014/2015.

3-J. APPROVE ELEMENTARY LUNCH PRICE INCREASE FROM \$2.75 TO \$3.00

Superintendent's Comments: It is recommended that the Board approve the elementary school lunch price increase from \$2.75 to \$3.00.

3-K. CONSOLIDATED APPLICATION FOR FUNDING CATEGORICAL AID PROGRAMS SPRING 2014

Superintendent's Comments: It is recommended that the Board of Trustees approves transmittal of the Consolidated Application Spring Release to the California State Department of Education.

3-L. AGREEMENT FOR PRINCIPAL PROFESSIONAL DEVELOPMENT TO SUPPORT SMALL GROUP, DIFFERENTIATED INSTRUCTION

Superintendent's Comments: It is recommended that the Board of Trustees approve the agreement with Vicki Gibson, Ph.D., to provide principal professional development in small group, differentiated instruction.

3-M. APPROVAL OF UPDATE TO APPLE SOLE SOURCE OPINION

Superintendent's Comments: It is recommended that the Board of Trustees adopt the update to the District 2010 Apple sole source opinion and authorize the Superintendent, or his designee, to sign all documents.

3-N. APPROVAL OF RESOLUTION 2014-29 EDUCATION PROTECTION ACCOUNT (EPA) FUNDING AND SPENDING DETERMINATIONS FOR THE 2014-15 FISCAL YEAR

Superintendent's Comments: It is recommended that the Board of Trustees adopt Resolution 2014-29 approving the expenditure of Education Protection Account funds to be received quarterly during the 2014-15 fiscal year and authorize the Superintendent or his designee to sign all documents.

3-O. COPIER MAINTENANCE AGREEMENT WITH METRO BUSINESS SOLUTIONS

Superintendent's Comments: It is recommended that the Board of Trustees approve the attached maintenance agreements with Metro Business Solutions. It is further recommended that the Board approve a delegation of authority to the Superintendent, or his designee, to execute this lease agreement.

3-P. LEGAL SERVICES PROVIDED BY BEST BEST & KRIEGER LLP, ATTORNEYS AT LAW

Superintendent's Comments: It is recommended that the Board of Trustees approve the Retainer Agreement for Legal Services with Best Best & Krieger LLP, Attorneys

at Law, July 1, 2014 through June 30, 2015 and authorize the Superintendent or designee to sign all documents.

3-Q. APPROVE A REDUCTION TO THE CONTRACT WITH CHEVRON ENERGY SOLUTIONS IN THE AMOUNT OF \$2,345,199.26

Superintendent's Comments: It is recommended that the Board of Trustees approve a reduction to the contract with Chevron Energy Solutions in the amount of \$2,345,199.26.

3-R. ACCEPT AND AWARD RFP #14-16 TO AIR-EX AIR CONDITIONING IN THE AMOUNT OF \$488,795 FOR THE INSTALLATION OF ENERGY SAVING HVAC AND THERMOSTAT REPLACEMENT

Superintendent's Comments: It is recommended that the Board of Trustees accept and award RFP #14-16 to Air-Ex Air Conditioning in the amount of \$488,795 for the installation of energy saving HVAC and thermostat replacement.

3-S. ACCEPT AND AWARD RFP #14-17 TO RTS-RETRO-TECH SYSTEMS IN THE AMOUNT OF \$825,625.26 FOR ENERGY SAVING LIGHTING REPLACEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approve, accept and award RFP #14-17 to RTS-Retro-Tech Systems in the amount of \$825,625.26 for energy saving lighting replacement.

3-T. SPECIAL EDUCATION SETTLEMENT AGREEMENT

Superintendent's Comments: Approval by the Board of Trustees is recommended to approve the above mentioned services.

3-U. PERMISSION TO BID INSTALLATION AND SITEWORK OF RELOCATABLE CLASSROOM BUILDINGS AT FULTON MIDDLE SCHOOL

Superintendent's Comments: Permission to bid installation and site work for two relocatable classroom buildings at Fulton Middle School.

3-V. AGREEMENT BETWEEN FOLLETT DESTINY RESOURCE MANAGEMENT SOLUTION AND FOUNTAIN VALLEY SCHOOL DISTRICT

Superintendent's Comments: It is recommended that the Board of Trustees approve the agreement between Follett Destiny Resource Management Solution and Fountain Valley School District for the purchase and licensing of Follett's Destiny Resource Management Solution.

3-W. 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/addendums 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
Speech & Language Development Center	\$5,581.00	5/27/2014-6/30/2014
Speech & Language Development Center	\$50,727.50	7/1/2014-6/30/2015
Speech & Language Development Center	\$62,219.00	7/1/2014-6/30/2015
Approach Learning and Assessment Centers, Inc. dba Olive Crest Academy	\$47,025.00	7/1/2014-6/30/2015
Behavior Solutions, Inc.	\$30,000.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$3,400.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$300.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$3,700.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$200.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$1,900.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$5,500.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$1,000.00	7/1/2014-6/30/2015
Sandra Shigetomi-Toyama, M.S., CCC-SLP	\$3,080.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$7,200.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$300.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$300.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$4,000.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$8,000.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$3,400.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$1,000.00	7/1/2014-6/30/2015
Speech and Language Pathology Services	\$9,020.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$300.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$7,100.00	7/1/ 2014-6/30/2015
Del Sol School	\$52,945.00	7/1/2014-6/30/2015
Speech & Language Development Center	\$62,219.00	7/1/2014-6/30/2015
Approach Learning and Assessment Centers, Inc. dba Olive Crest Academy	\$47,025.00	7/1/2014-6/30/2015
Educational Testing and Assessment Inc.	\$4,500.00	7/1/2013-6/30/2014

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, July 24, 2014 at 7:00pm.

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

Board meeting proceedings are tape recorded.

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



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: *LOCAL CONTROL ACCOUNTABILITY PLAN FOR
FOUNTAIN VALLEY SCHOOL DISTRICT*
DATE: June 10, 2014

BACKGROUND INFORMATION:

As part of the new Local Control Funding Formula, every school district in California is required to develop and adopt a Local Control Accountability Plan (LCAP).

Pursuant to California Education Code section 52060, the LCAP must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052. Goals must be written in each of the identified eight state priority areas which include Basic Services, Implementation of Common Core State Standards, Student Achievement, Other Student Outcomes, Course Access, Student Engagement, School Climate, and Parent Involvement.

Engagement of stakeholders (parents, staff, and community members) is a critical component of the planning process.

The Governing Board of each school district is required to hold at least one public hearing to solicit comments from members of the community regarding the specific actions and expenditures proposed in the LCAP. The Governing Board shall adopt the LCAP and the annual budget in a subsequent public meeting on or before June 30.

A public hearing on the proposed LCAP for the Fountain Valley School District was held at the June 5 meeting of the Board of Trustees. The plan will be presented to the Board for final approval on June 18.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Local Control Accountability Plan for Fountain Valley School District.

§ 15497. Local Control and Accountability Plan and Annual Update Template.**Introduction:**LEA: Fountain Valley School District Contact: Anne Silavs, Asst. Superintendent, Instruction, silavs@fvsd.us 714.843.3285LCAP Year: 2014/2015***Local Control and Accountability Plan and Annual Update Template***

The Local Control and Accountability Plan (LCAP) and annual update template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5.

For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.

For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.

Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.

The LCAP is intended to be a comprehensive planning tool. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.

For each section of the template, LEAs should comply with instructions and use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.

State Priorities

The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.

A. Conditions of Learning:

Basic: *degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to Standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)*

Implementation of State Standards: *implementation of academic content and performance standards adopted by the state board for all pupils, including English learners. (Priority 2)*

Course access: *pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)*

Expelled pupils (for county offices of education only): *coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)*

Foster youth (for county offices of education only): *coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)*

B. Pupil Outcomes:

Pupil achievement: *performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)*

Other pupil outcomes: *pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)*

C. Engagement:

Parent involvement: efforts to seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

Pupil engagement: school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)

School climate: pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)

Section 1: Stakeholder Engagement

Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.

Instructions: Describe the process used to engage parents, pupils, and the community and how this engagement contributed to development of the LCAP or annual update. Note that the LEA's goals related to the state priority of parental involvement are to be described separately in Section 2, and the related actions and expenditures are to be described in Section 3.

Guiding Questions:

- 1) How have parents, community members, pupils, local bargaining units, and other stakeholders (e.g., LEA personnel, county child welfare agencies, county office of education foster youth services programs, court-appointed special advocates, foster youth, foster parents, education rights holders and other foster youth stakeholders, English learner parents, community organizations representing English learners, and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process?

- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA’s engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representative parents of pupils identified in Education Code section 42238.01?
- 6) In the annual update, how has the involvement of these stakeholders supported improved outcomes for pupils related to the state priorities?

Involvement Process	Impact on LCAP
<p>Fountain Valley School District has always valued active parent involvement and participation. As the District embarked upon the LCAP development process, existing stakeholder groups were utilized and new groups were formed to broaden input, particularly community involvement. The LCAP Leadership Work Group was formed with administrative, parent, and bargaining unit representation to lead this effort. Prior to their first meeting, staff compiled District data for each of the State priority areas. The Leadership Work Group analyzed it for trends, areas of strength and relative weakness, and began developing draft goals. The draft goals were shared with stakeholder groups, including the District Advisory Committee (DAC) and District English Learner Advisory Committee (DELAC). Concurrently, School Site Councils replicated the same process and provided information to the Leadership Work Team. Stakeholder feedback was used to refine draft goals and inform development of actions and services. Revised and proposed actions and services were presented to stakeholder groups, including the DAC and DELAC, for further input. In addition, community town hall meetings were held during the entire process to disseminate information and solicit feedback regarding perceived program strengths and District needs. In April, a Study Session was held during a public meeting to update the Board of Trustees regarding the District’s progress in the LCAP development process. The final draft was reviewed by the Leadership Work Group, DAC, and DELAC in early May. The draft was posted on the website along with a survey in order to solicit staff and community feedback prior to the public hearing on June 5, 2014. See Appendix A for the complete meeting schedule for stakeholder input. See Appendix B for a list of the data analyzed by the Leadership Work Group and shared with stakeholder groups, including DAC and DELAC.</p>	<p>Through the staff, parent, and community involvement process the following areas of need were identified and included in the LCAP:</p> <ul style="list-style-type: none"> ✓ Arts and music instruction ✓ Technology and infrastructure ✓ Library services ✓ School cleanliness and maintenance ✓ Attendance ✓ Professional development ✓ Extended learning opportunities ✓ Intervention programs/supports for English learners, students with disabilities, and other high needs student populations ✓ Universal, high quality electives ✓ New instructional materials ✓ Parent education ✓ Counseling services ✓ Health services

Section 2: Goals and Progress Indicators

*For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, for **each** state priority and any local priorities and require the annual update to include a review of progress towards the goals and describe any changes to the goals.*

Instructions: Describe annual goals and expected and actual progress toward meeting goals. This section must include specifics projected for the applicable term of the LCAP, and in each annual update year, a review of progress made in the past fiscal year based on an identified metric. Charter schools may adjust the chart below to align with the term of the charter school’s budget that is submitted to the school’s authorizer pursuant to Education Code section 47604.33. The metrics may be quantitative or qualitative, although LEAs must, at minimum, use the specific metrics that statute explicitly references as required elements for measuring progress within a particular state priority area. Goals must address each of the state priorities and any additional local priorities; however, one goal may address multiple priorities. The LEA may identify which school sites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or school site. The goals must reflect outcomes for all pupils and include specific goals for school sites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the school site level. To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, school site-level advisory groups (e.g., school site councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

Guiding Questions:

- 1) What are the LEA’s goal(s) to address state priorities related to “Conditions of Learning”?
- 2) What are the LEA’s goal(s) to address state priorities related to “Pupil Outcomes”?
- 3) What are the LEA’s goal(s) to address state priorities related to “Engagement” (e.g., pupil and parent)?
- 4) What are the LEA’s goal(s) to address locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?

- 6) What are the unique goals for subgroups as defined in Education Code sections 42238.01 and 52052 that are different from the LEA’s goals for all pupils?
- 7) What are the specific predicted outcomes/metrics/noticeable changes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority and/or to review progress toward goals in the annual update?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) In the annual update, what changes/progress have been realized and how do these compare to changes/progress predicted? What modifications are being made to the LCAP as a result of this comparison?

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate “all” for all pupils.)	School(s) Affected (Indicate “all” if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017	
<u>Need:</u> While all teachers are qualified for their assignments, hiring teachers with multiple	Provide all students with Highly Qualified Teachers who have English learner certifications and	All, Asian, Latino, White, English learners (ELs), low income students, foster youth,	All		All students will benefit from a broad course of study and continue to receive	All students will benefit from a broad course of study and continue to receive	All students will benefit from a broad course of study and continue to receive	Basic Services & Course Access

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
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authorizations benefits students and enables the District to provide a broad course of study. <u>Metric:</u> Monitor teacher assignments through CALPADS.	multiple authorizations to support a broad course of study.	students with disabilities, and other high needs student populations			instruction from Highly Qualified teachers, 100% of whom will be appropriately assigned as reported in the School Accountability Report Cards (SARCs).	instruction from Highly Qualified teachers, 100% of whom will be appropriately assigned as reported in the SARCs.	instruction from Highly Qualified teachers, 100% of whom will be appropriately assigned as reported in the SARCs.	
<u>Need:</u> While all students are provided with a textbook in accordance with State mandates, the textbooks are not aligned	All students will have access to textbooks and instructional materials aligned to the Common Core State Standards (CCSS),	All, Asian, Latino, White, ELs, low income students, foster youth, students with disabilities,	All		All students will have access to instructional materials as required by the Williams settlement as	All students will benefit from mathematics materials aligned to CCSS as reported in	All students will benefit from materials aligned to English language arts CCSS as reported in	Basic Services & Implementation of Common Core State Standards

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
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to current Standards. <u>Metric:</u> Continue to monitor textbook sufficiency through annual Board resolution.	California English Language Development (ELD) Standards, and Next Generation Science Standards (NGSS).	and other high needs student populations			reported in the SARCs. Students will have access to CCSS aligned math materials during the textbook adoption pilot process.	the SARCs.	the SARCs.	
<u>Need:</u> While all facilities are safe, revenue reductions have impacted cleanliness and upkeep. <u>Metric:</u> Monitor with the Facility Inspection Tool and completion	Maintain District facilities that are safe, clean, and in good working order.	All, Asian, Latino, White, ELs, low income students, foster youth, students with disabilities, and other high needs student populations	All		All students will benefit from the opportunity to learn in safe and clean facilities as reported in the SARCs.	All students will benefit from the opportunity to learn in safe and clean facilities as reported in the SARCs.	All students will benefit from the opportunity to learn in safe and clean facilities as reported in the SARCs.	Basic Services

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017	
of work orders.								
<u>Need:</u> Teachers need support in providing an instructional program that ensures student success with the CCSS. <u>Metric:</u> Monitor through Board approved Professional Development contracts, substitute usage, and professional development sign in sheets.	To support effective implementation of the CCSS, provide professional development that includes specialized training, team planning within and across grade levels, and classroom visitations within and among schools.	All, Asian, Latino, White, ELs, low income students, foster youth, students with disabilities, and other high needs student populations	All		All students will benefit from an instructional program that is aligned to the CCSS and California ELD Standards as reflected in student achievement on State mandated assessments.	All students will benefit from an instructional program that is aligned to the CCSS, California ELD Standards, and NGSS as reflected in student achievement on State mandated assessments.	All students will benefit from an instructional program that is aligned to the CCSS, California ELD Standards, and NGSS as reflected in student achievement on State mandated assessments.	Implementation of Common Core State Standards
<u>Need:</u> There is	In order to	ELs	All		ELs will benefit	ELs will benefit	ELs will benefit	Implementation

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017	
not consistent implementation of an ELD program District wide. <u>Metric:</u> Monitor through Board adoption of ELD materials, substitute usage, professional development sign in sheets, and school schedules.	ensure English learners (ELs) develop English proficiency skills within five years of enrollment in the District, provide a high quality English language development (ELD) program aligned with the new California ELD Standards.				from an instructional program that is aligned to the California ELD Standards and supported with the use of supplemental bridge materials as reflected in student achievement on State mandated assessments.	from an instructional program that is aligned to the California ELD Standards and supported with the use of supplemental bridge materials as reflected in student achievement on State mandated assessments	from an instructional program that is aligned to the California ELD Standards and new ELD instructional materials as reflected in student achievement on State mandated assessments.	of the Common Core State Standards
<u>Needs:</u> Staff devices are old, and the student to computer	Provide the necessary technology hardware and	All, Asian, Latino, White, ELs, low income	All		All students will benefit from increased access to	All students will benefit from increased access to	All students will benefit from improved classroom	Implementation of the Common Core State Standards &

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017	
ratio is insufficient. Classrooms lack instructional technology and infrastructure. <u>Metric:</u> Monitor through Board approved contracts, purchase requisitions, device refreshment plans, and computer ratios.	infrastructure for the implementation of the CCSS and Smarter Balanced assessments, including personnel to provide technical support.	students, foster youth, students with disabilities, and other high needs student populations			wireless connectivity and additional devices as reflected on State mandated assessments.	wireless connectivity and improved classroom technology as reflected on State mandated assessments.	technology as reflected on State mandated assessments.	Basic Services
<u>Needs:</u> Multiple subject teachers lack specialized training in physical	To complement the strong English language arts and math programs,	All, Asian, Latino, White, ELs, low income students,	All		All students will benefit from a broad course of study that	All students will benefit from a broad course of study that	All students will benefit from a broad course of study that	Course Access, Student Achievement & Other Student Outcomes

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017	
education (PE), arts, and technology. There are limited middle school elective offerings. <u>Metric:</u> Monitor through the California Physical Fitness Test, school schedules, and annual District technology survey.	improve services in the areas of K-5 PE, K-8 arts, and K-8 technology.	foster youth, students with disabilities, and other high needs student populations			includes quality instruction in the arts and technology as reflected on State mandated assessments.	includes quality instruction in PE, arts, and technology as reflected on State mandated assessments.	includes quality instruction in PE, arts, and technology as reflected on State mandated assessments.	
<u>Needs:</u> Support services for ELs, students with disabilities, and other high needs	Implement a service delivery model that ensures course access.	ELs, students with disabilities, and other high needs student	All		ELs, student with disabilities, and other high needs student	ELs, student with disabilities, and other high needs student	ELs, student with disabilities, and other high needs student	Course Access

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017	
student populations are typically delivered utilizing a pull out model. This increases the likelihood that students experience gaps in their instruction. <u>Metric:</u> Monitor through elementary daily schedules and middle school schedules.		populations			populations will benefit from being provided full course access as reflected on State mandated assessments.	populations will benefit from being provided full course access as reflected on State mandated assessments.	populations will benefit from being provided full course access as reflected on State mandated assessments.	
<u>Needs:</u> Student achievement in the District has	Students will demonstrate achievement in	All, Asian, Latino, White, ELs, low	All		All students will demonstrate	All students will demonstrate	All students will demonstrate	Student Achievement & Other Student

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017	
historically been well above the State average, but growth over time has not kept up with the State average. <u>Metric:</u> Monitor through State mandated assessments and local measures.	English language arts and math equal to or greater than the State average.	income students, foster youth, students with disabilities, and other high needs student populations			growth on State mandated assessments.	growth on State mandated assessments.	growth on State mandated assessments.	Outcomes
<u>Needs:</u> Student achievement in the District has historically been well above the State average, but a significant gap persists for historically	Reduce the achievement gap in English language arts and math that exists among student groups equal to or greater than the	Latino, ELs, low income students, foster youth, students with disabilities, and other high needs student populations	All		Historically underserved and other high needs student populations will perform commensurate to District averages as	Historically underserved and other high needs student populations will perform commensurate to District averages as	Historically underserved and other high needs student populations will perform commensurate to District averages as	Student Achievement

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017	
underserved and other high needs student populations. <u>Metric:</u> Monitor through State mandated assessments and local measures.	State average.				reflected on State mandated assessments.	reflected on State mandated assessments.	reflected on State mandated assessments.	
<u>Needs:</u> The District enjoys strong parent involvement, but there is a need to broaden the engagement of historically underserved and other high needs student populations.	Increase parent engagement and involvement of historically underserved and other high needs student populations.	All, Asian, Latino, White, ELs, low income students, foster youth, students with disabilities, and other high needs student populations	All		Historically underserved and other high needs student populations will benefit from higher levels of parent involvement as reflected on State	Historically underserved and other high needs student populations will benefit from higher levels of parent involvement as reflected on State	Historically underserved and other high needs student populations will benefit from higher levels of parent involvement as reflected on State	Parent Involvement

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017	
<u>Metric:</u> Monitor through the number of parent involvement opportunities, meeting sign ins, annual interpretation and childcare expenditures, and parent survey responses.					mandated assessments.	mandated assessments.	mandated assessments.	
<u>Needs:</u> District attendance rates are 96%-98%, but 4-16% of students are chronically absent.	Reduce chronic absenteeism.	All, Asian, Latino, White, ELs, low income students, foster youth, students with	All		Chronically absent students will benefit from increased access to health and	Chronically absent students will benefit from increased access to health and	Chronically absent students will benefit from improved attendance rates as	Student Engagement

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017	
<u>Metric:</u> Monitor through attendance and chronic absenteeism rates.		disabilities, and other high needs student populations			counseling services.	counseling services as reflected in improved attendance rates.	reflected on State mandated assessments.	
<u>Needs:</u> There is a need to improve the accuracy of the information in the District student database. <u>Metric:</u> Monitor through CALPADS.	Ensure that District records accurately reflect the next school for students who move or matriculate out of the District in order to maintain a zero dropout rate.	All, Asian, Latino, White, ELs, low income students, foster youth, students with disabilities, and other high needs student populations	Middle Schools Only		Accurate record keeping will help to monitor enrollment and prevent reported student drop outs as reflected in DataQuest.	Accurate record keeping will help to monitor enrollment and prevent reported student drop outs as reflected in DataQuest.	Accurate record keeping will help to monitor enrollment and prevent reported student drop outs as reflected in DataQuest.	Student Engagement
<u>Needs:</u> Suspension and expulsion rates are low, but	Expand behavioral interventions and supports to	All, Asian, Latino, White, ELs, low income	All		All students will benefit from positive behavioral	All students will benefit from expanded	All students will benefit from expanded	School Climate

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017	
behavioral interventions and supports are not used consistently District wide. <u>Metric:</u> Monitor through CALPADS.	further reduce student suspension and expulsion rates.	students, foster youth, students with disabilities, and other high needs student populations			interventions and supports as reported in school SARCs.	positive behavioral interventions and supports as reported in school SARCs.	positive behavioral interventions and supports as reported in school SARCs.	
<u>Needs:</u> The California Healthy Kids Survey (CHKS) indicates students feel safe at school, but some indicated little opportunity for meaningful participation.	Increase meaningful student participation.	All, Asian, Latino, White, ELs, low income students, foster youth, students with disabilities, and other high needs student populations	All		All students will benefit from an increased focus on meaningful school participation as reflected on the CHKS.	All students will have the opportunity for meaningful school participation as reflected on the CHKS.	All students will have the opportunity for meaningful school participation as reflected on the CHKS.	School Climate

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017	
Metric: Monitor through the CHKS and student surveys.								

Section 3: Actions, Services, and Expenditures

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require the LCAP to include a description of the specific actions an LEA will take to meet the goals identified. Additionally Education Code section 52604 requires a listing and description of the expenditures required to implement the specific actions.

Instructions: Identify annual actions to be performed to meet the goals described in Section 2, and describe expenditures to implement each action, and where these expenditures can be found in the LEA’s budget. Actions may describe a group of services that are implemented to achieve identified goals. The actions and expenditures must reflect details within a goal for the specific subgroups identified in Education Code section 52052, including pupils with disabilities, and for specific school sites as applicable. In describing the actions and expenditures that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01, the LEA must identify whether supplemental and concentration funds are used in a districtwide, schoolwide, countywide, or charterwide manner. In the annual update, the LEA must describe any changes to actions as a result of a review of progress. The LEA must reference all fund sources used to support actions

and services. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

Guiding Questions:

- 1) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
 - 2) How do these actions/services link to identified goals and performance indicators?
 - 3) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA’s budget?
 - 4) In the annual update, how have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
 - 5) In the annual update, how have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
 - 6) In the annual update, how have the actions/services addressed the identified needs and goals of specific school sites and did the provision of those actions/services result in the desired outcomes?
 - 7) In the annual update, what changes in actions, services, and expenditures have been made as a result of reviewing past progress and/or changes to goals?
- A. What annual actions, and the LEA may include any services that support these actions, are to be performed to meet the goals described in Section 2 for ALL pupils and the goals specifically for subgroups of pupils identified in Education Code section 52052 but not listed in Table 3B below (e.g., Ethnic subgroups and pupils with disabilities)? List and describe expenditures for each fiscal year implementing these actions, including where these expenditures can be found in the LEA’s budget.

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?
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					LCAP YEAR Year 1: 2014- 2015	Year 2: 2015- 2016	Year 3: 2016- 2017
Provide all students with Highly Qualified Teachers who have English learner certifications and multiple authorizations to support a broad course of study.	Basic Services & Course	<p>Interview and consider candidates with multiple authorizations</p> <p>-----</p> <p>Build capacity of staff to support school programs, including elective, to increase course access, career readiness, and computer skills</p> <p>-----</p> <p>Employ a highly qualified staff</p> <p>-----</p> <p>Support new teachers in obtaining a clear credential and becoming High Qualified</p>	LEA-wide		<p>Estimated Cost \$0</p> <p>-----</p> <p>Review master schedules, evaluate staffing, and identify needed authorizations Estimated Cost \$0</p> <p>-----</p> <p>Personnel Estimated Cost \$41,500,000 All Funding Sources</p> <p>-----</p>	<p>Estimated Cost \$0</p> <p>-----</p> <p>Reimbursement program for CSET authorizations Estimated Cost \$1500 Base</p> <p>-----</p> <p>Personnel Estimated Cost \$41,950,000 All Funding Sources</p> <p>-----</p>	<p>Estimated Cost \$0</p> <p>-----</p> <p>Provide stipend for teaching newly authorized area Estimated Cost TBD Base</p> <p>-----</p> <p>Personnel Estimated Cost \$42,400,000 All Funding Sources</p> <p>-----</p> <p>Reimburse the successful completion of approved induction program Estimated Cost \$10,500 Base</p>
All students will have access to textbooks and instructional materials aligned to the Common Core State	Basic Services & Implementation of Common Core State Standards	<p>Conduct pilot of CCSS aligned mathematics materials</p> <p>-----</p> <p>Adopt CCSS aligned mathematics</p>	LEA-wide		<p>Personnel Estimated Cost \$25,500 CCSS</p> <p>-----</p> <p>Instructional materials</p>		

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
Standards (CCSS), California English Language Development (ELD), and Next Generation Science Standards (NGSS).		materials			Estimated Cost \$500,000 CCSS		
		-----			-----		
		Provide professional development on CCSS aligned mathematics materials				Personnel Estimated Cost \$60,000 Base	Personnel Estimated Cost \$60,000 Supplemental
		-----			-----		
		Conduct pilot of CCSS aligned English/language arts materials				Personnel Estimated Cost \$25,500 Lottery	
-----			-----				
Adopt CCSS aligned English/language arts materials					Instructional materials Estimated Cost \$500,000 Base		
-----			-----				
Provide professional development on CCSS aligned English/language arts materials						Personnel Estimated Cost \$60,000 Base	
-----			-----				
Conduct pilot of California ELD						Personnel Estimated Cost	

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
		Standards aligned materials ----- Adopt California ELD Standards aligned materials ----- Continue to provide and maintain existing instructional materials and supplies					\$25,500 Lottery ----- Instructional materials Estimated Cost \$70,000 Base ----- Instructional materials Estimated Cost \$185,000 Lottery
Maintain District facilities that are safe, clean, and in good working order.	Basic Services	Establish a communication system to increase efficiency in completing work orders ----- Evaluate custodial services and apply District ratios, including preschool ----- Establish a deep cleaning program for schools	LEA-wide		Existing personnel Estimated Cost \$0 ----- Personnel Estimated Cost \$33,000 Base ----- Personnel Estimated Cost \$10,000 Base		Personnel Estimated Cost \$0 ----- Personnel Estimated Cost \$33,000 Base ----- Personnel Estimated Cost \$10,000 Base

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
		<p>-----</p> <p>Evaluate the need for a custodial supervisor</p> <p>-----</p> <p>Adopt a deferred maintenance plan</p> <p>-----</p> <p>Evaluate options for increasing air flow in classrooms</p> <p>-----</p> <p>Clean and maintain District facilities</p>			<p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>Personnel, equipment, and supplies Estimated Cost \$1,900,000 Base</p>	<p>-----</p> <p>Personnel and supplies Estimated Cost TBD</p> <p>-----</p> <p>Personnel, equipment, and supplies Estimated Cost \$2,000,000 Base</p>	<p>-----</p> <p>Existing personnel Estimated Cost \$0</p> <p>-----</p> <p>Personnel and supplies Estimated Cost TBD</p> <p>-----</p> <p>Personnel, equipment, and supplies Estimated Cost \$2,100,000 Base</p>
To support effective implementation of the CCSS, provide professional development that includes	Implementation of the Common Core State Standards	<p>Publish a multi-year plan to roll out all aspects of the CCSS including the California ELD Standards and NGSS</p> <p>-----</p> <p>Provide District</p>	LEA-wide		<p>None Estimated Cost \$0</p> <p>-----</p> <p>Personnel,</p>	<p>None Estimated Cost \$0</p> <p>-----</p> <p>Personnel,</p>	<p>None Estimated Cost \$0</p> <p>-----</p> <p>Personnel,</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
specialized training, team planning within and across grade levels, and classroom visitations within and among schools.		wide professional development			consultant fees, materials, and supplies Estimated Cost \$45,500 CCSS	consultant fees, materials, and supplies Estimated Cost \$45,500 Base	consultant fees, materials, and supplies Estimated Cost \$45,500 Base
		----- Work with principals to create a schedule for site/classroom visits and team planning			Personnel Estimated Cost \$62,500 Base	Personnel Estimated Cost \$62,500 Base	Personnel Estimated Cost \$62,500 Base
		----- Provide CCSS training for paraprofessionals			Personnel Estimated Cost \$8,000 Supplemental		
		----- Provide ongoing professional development on District identified signature practices that support CCSS			Personnel, consultant fees, materials and supplies Estimated Cost \$10,000 Title I	Personnel, consultant fees, materials and supplies Estimated Cost \$10,000 Title I	Personnel, consultant fees, materials and supplies Estimated Cost \$10,000 Title I
Provide the necessary technology hardware and infrastructure for	Implementation of the Common Core State Standards	Assess existing infrastructure at all sites, including the District Office -----	LEA-wide		None Estimated Cost \$0		

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
the implementation of the CCSS and Smarter Balanced assessments, including personnel to provide technical support.		<p>Create a schedule and upgrade infrastructure</p> <p>-----</p> <p>Maintain existing staff devices and classroom technology</p> <p>-----</p> <p>Identify the standard for classroom technology</p> <p>-----</p> <p>Provide professional development for certificated and classified staff on technology</p> <p>-----</p>			<p>Personnel, materials, and supplies Estimated Cost \$96,360 Base, \$35,640 Supplemental</p> <p>-----</p> <p>Staff devices and classroom technology Estimated Cost \$102,930 Base, \$38,070 Supplemental</p> <p>-----</p> <p>Personnel and consultant fees Estimated Cost \$11,000 Base</p> <p>-----</p>	<p>Personnel, materials, and supplies Estimated Cost \$62,415 Base, Supplemental \$23,085</p> <p>-----</p> <p>Staff devices and classroom technology Estimated Cost \$102,200 Base, \$37,800 Supplemental</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>Personnel and consultant fees Estimated Cost \$11,000 Base</p> <p>-----</p>	<p>Personnel, materials, and supplies Estimated Cost \$62,415 Base, Supplemental \$23,085</p> <p>-----</p> <p>Staff devices and classroom technology Estimated Cost \$52,925 Base, \$19,575 Supplemental</p> <p>-----</p> <p>Personnel and consultant fees Estimated Cost \$11,000 Base</p> <p>-----</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
		Provide greater access to technology for students ----- Evaluate and adjust IT staffing for appropriate staff-device ratio			Student devices Estimated Cost \$230,000 CCSS -----	Student devices Estimated Cost \$20,000 Supplemental ----- Personnel Estimated Cost \$65,7000 Base, \$24,300 Supplemental	Student devices Estimated Cost \$20,000 Supplemental ----- Personnel Estimated Cost \$65,7000 Base, \$24,300 Supplemental
To complement the strong English language arts and math programs, improve services in the areas of K-5 PE, K-8 arts, and K-8 technology.	Course Access, Student Achievement & Other Student Outcomes	Provide professional development to support K-5 PE ----- Provide professional development to support K-5 arts and K-8 technology ----- Hire itinerant PE teacher for elementary schools to provide teacher release time for	LEA-wide		----- ----- -----	Personnel and consultant fees Estimated Cost \$20,000 Base ----- Personnel and consultant fees Estimated Cost \$20,000 Base ----- Personnel Estimated Cost \$150,000 Supplemental	----- ----- ----- Personnel Estimated Cost \$150,000 Supplemental

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
		work in Professional Learning Communities ----- Provide certificated music instruction at the elementary and middle school levels which will result in elementary teacher release time for work in Professional Learning Communities			----- Personnel Estimated Cost \$113,000 Base, \$112,000 Supplemental	----- Personnel Estimated Cost \$113,000 Base, \$232,000 Supplemental	----- Personnel Estimated Cost \$113,000 Base, \$232,000 Supplemental
Students will demonstrate achievement in English language arts and math equal to or greater than the State average.	Student Achievement & Other Student Outcomes	Assess students in the CCSS in a format similar to Smarter Balanced assessments ----- Purchase supplemental English language arts instructional materials to support CCSS implementation -----	LEA-wide		Duplication Estimated Cost \$10,000 Base ----- Instructional materials Estimated Cost \$50,000 Supplemental -----	Duplication Estimated Cost \$10,000 Base ----- Instructional materials Estimated Cost \$50,000 Supplemental -----	Duplication Estimated Cost \$10,000 Base ----- ----- -----

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
		<p>Improve school library program</p> <p>-----</p> <p>Identify students for participation in supplemental services, including GATE and intervention</p>			<p>Personnel, supplies, devices, and web subscription Estimated Cost \$25,000 Base \$45,000 Supplemental</p> <p>-----</p> <p>Personnel, supplies, and materials Estimated Cost \$17,000 Base</p>	<p>Personnel, supplies, devices, and web subscription Estimated Cost \$43,800 Base \$16,200 Supplemental</p> <p>-----</p> <p>Personnel, supplies, and materials Estimated Cost \$17,000 Base</p>	<p>Personnel, supplies, devices, and web subscription Estimated Cost \$43,800 Base \$16,200 Supplemental</p> <p>-----</p> <p>Personnel, supplies, and materials Estimated Cost \$17,000 Base</p>
Increase parent engagement and involvement of historically underserved and other high needs student populations.	Parent Involvement	<p>Assemble stakeholders to provide input on strategies to better engage our diverse parent community</p> <p>-----</p> <p>Provide parent training to support engagement, involvement, and student achievement</p>	LEA-wide		<p>Interpretation and childcare Estimated Cost \$1,000 Supplemental</p> <p>-----</p> <p>Personnel, materials, supplies, interpretation, and childcare Estimated Cost</p>	<p>-----</p> <p>Personnel, materials, supplies, interpretation, and childcare Estimated Cost</p>	<p>-----</p> <p>Personnel, materials, supplies, interpretation, and childcare Estimated Cost</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
		<p>-----</p> <p>Utilize technology and social media to communicate with parents, promote involvement, and solicit input</p> <p>-----</p> <p>Identify and provide training for volunteer parent liaisons at the site level to support parent involvement</p> <p>-----</p> <p>Provide information, written in parent friendly language, on the CCSS and Smarter Balanced Assessment Consortium in school newsletters and on school and District websites</p> <p>-----</p>			<p>\$1,000 Supplemental</p> <p>-----</p> <p>Personnel and annual service agreements Estimated Cost \$101,200 Base</p> <p>-----</p> <p>Existing Personnel Estimated Cost \$0</p> <p>-----</p>	<p>\$1,000 Supplemental</p> <p>-----</p> <p>Personnel and annual service agreements Estimated Cost \$110,200 Base</p> <p>-----</p> <p>Existing Personnel Estimated Cost \$0</p> <p>-----</p>	<p>\$1,000 Supplemental</p> <p>-----</p> <p>Personnel and annual service agreements Estimated Cost \$110,200 Base</p> <p>-----</p> <p>Personnel, materials, and supplies Estimated Cost \$1,000 Supplemental</p> <p>-----</p> <p>Existing Personnel Estimated Cost \$0</p> <p>-----</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
		<p>Provide parent training on CCSS</p> <p>-----</p> <p>Continue to provide a bilingual Community Liaison to support parent outreach</p>			<p>-----</p> <p>Personnel Estimated Cost \$43,000 Supplemental</p>	<p>Personnel, interpretation, translation, materials, and supplies Estimated Cost \$2,000 Supplemental</p> <p>-----</p> <p>Personnel Estimated Cost \$43,000 Supplemental</p>	<p>Personnel, interpretation, translation, materials, and supplies Estimated Cost \$2,000 Supplemental</p> <p>-----</p> <p>Personnel Estimated Cost \$43,000 Supplemental</p>
Reduce chronic absenteeism.	Student Engagement	<p>Assemble stakeholders to provide input on strategies to improve student attendance rates and reduce chronic absenteeism</p> <p>-----</p> <p>Educate parents regarding legalities related to absenteeism</p> <p>-----</p> <p>Evaluate School</p>	LEA-wide		<p>Interpretation and childcare Estimated Cost \$500 Supplemental</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>None</p>	<p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>None</p>	<p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>None</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
		Attendance Review Board process and consider additional interventions ----- Provide increased health services to support attendance for high needs student populations ----- Provide counseling services to support high needs student populations, K-8			Estimated Cost \$0 ----- Personnel Estimated Cost \$42,000 Supplemental ----- Personnel Estimated Cost \$120,000 Base	Estimated Cost \$0 ----- Personnel Estimated Cost \$42,000 Supplemental ----- Personnel Estimated Cost \$120,000 Base \$30,000 Supplemental	Estimated Cost \$0 ----- Personnel Estimated Cost \$42,000 Supplemental ----- Personnel Estimated Cost \$120,000 Base \$125,000 Supplemental
Ensure that District records accurately reflect the next school for students who move or matriculate out of the District in order to maintain a zero dropout rate.	Student Engagement	Provide annual Aeries training to improve accurate record keeping	Middle Schools Only		None Estimated Cost \$0	None Estimated Cost \$0	None Estimated Cost \$0
Expand behavioral	School Climate	Analyze suspension information to	LEA-wide		None Estimated Cost		

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
interventions and supports to further reduce student suspension and expulsion rates.		<p>identify patterns in misconduct and/or student demographics</p> <p>-----</p> <p>Explore appropriate alternatives to suspensions and expulsions</p> <p>-----</p> <p>Review/revise school discipline plans and develop a consistent District wide approach to address student conduct</p> <p>-----</p> <p>Support implementation of a consistent District wide approach to address student conduct</p> <p>-----</p> <p>Provide professional development for staff on positive</p>			<p>\$0</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p>	<p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p>	<p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>Materials, supplies, and training fees Estimated Cost \$2,000 Base</p> <p>-----</p> <p>Materials, supplies, and training fees Estimated Cost</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
		behavioral interventions and supports ----- Provide counseling services to support high needs student populations, K-8			----- Personnel Estimated Cost \$120,000 Base	\$2,000 Base ----- Personnel Estimated Cost \$120,000 Base \$30,000 Supplemental	\$2,000 Base ----- Personnel Estimated Cost \$120,000 Base \$125,000 Supplemental
Increase meaningful student participation.	School Climate	Assemble student stakeholders to identify gaps in meaningful participation ----- Address identified gaps to increase meaningful participation	LEA-wide		None Estimated Cost \$0 -----	None Estimated Cost \$0	None Estimated Cost \$0

B. Identify additional annual actions, and the LEA may include any services that support these actions, above what is provided for all pupils that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01 and pupils redesignated as fluent English proficient. The identified actions must include, but are not limited to, those actions that are to be performed to meet the targeted goals described in Section 2 for low-income pupils, English learners, foster youth and/or pupils redesignated as fluent English proficient (e.g., not listed in Table 3A above). List and describe expenditures for each fiscal year implementing these actions, including where those expenditures can be found in the LEA’s budget.

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
Implement a service delivery model that ensures course access.	Course Access	<p>For low income pupils: Provide Resource Specialists to support the Co-teaching service delivery model</p> <p>-----</p> <p>Pilot the Co-teaching service delivery model and provide professional development for fifth grade teachers and elementary Resource Specialists</p>	LEA-wide		<p>Personnel Estimated Cost \$105,000 Supplemental</p> <p>-----</p> <p>Personnel and professional development fees Estimated Cost \$21,000 Supplemental</p>	<p>Personnel Estimated Cost \$105,000 Supplemental</p> <p>-----</p> <p>Personnel and professional development fees Estimated Cost \$21,000 Supplemental</p>	<p>Personnel Estimated Cost \$105,000 Supplemental</p> <p>-----</p> <p>Personnel and professional development fees Estimated Cost \$21,000 Supplemental</p>
Reduce the Achievement gap in English language arts and math that exists among student groups equal to or greater than the State average.	Student Achievement	<p>For low income pupils: Continue to support deeper implementation of Differentiated Instruction (K-5) and Co-teaching (6-8) through site/classroom visits and team planning</p> <p>-----</p> <p>Implement and</p>	LEA-wide		<p>Personnel Estimated Cost \$10,000 Title I</p> <p>-----</p> <p>License and</p>	<p>Personnel Estimated Cost \$10,000 Title I</p> <p>-----</p> <p>Renewal fees</p>	<p>Personnel Estimated Cost \$10,000 Supplemental</p> <p>-----</p> <p>Renewal fees</p>

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
		<p>support ST Math at elementary schools</p> <p>-----</p> <p>Analyze and disaggregate student achievement data in English language development, English/language arts, and mathematics in order to provide timely intervention and close the achievement gap</p> <p>-----</p> <p>Identify District needs and purchase research-based intervention materials</p> <p>-----</p> <p>Provide professional development for intervention programs</p>			<p>renewal fees Estimated Cost \$40,000 Supplemental</p> <p>-----</p> <p>Annual service agreements Estimated Cost \$23,214 Base, \$8,586 Supplemental</p> <p>-----</p> <p>-----</p> <p>-----</p>	<p>Estimated Cost \$17,500 Supplemental</p> <p>-----</p> <p>Annual service agreements Estimated Cost \$23,214 Base, \$8,586 Supplemental</p> <p>-----</p> <p>-----</p> <p>-----</p>	<p>Estimated Cost \$17,500 Supplemental</p> <p>-----</p> <p>Annual service agreements Estimated Cost \$23,214 Base, \$8,586 Supplemental</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>Intervention materials Estimated Cost \$50,000 Supplemental</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>Personnel Estimated Cost \$20,000 Supplemental</p>

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
		<p>-----</p> <p>Provide intervention training for paraprofessionals</p> <p>-----</p> <p>Utilize Implementation Specialists to support teachers in meeting the needs of historically underserved students</p> <p>-----</p> <p>Provide professional development for Implementation Specialists</p> <p>-----</p> <p>Provide parent training to support academic achievement</p>				<p>-----</p> <p>Personnel Estimated Cost \$5,000 Supplemental</p> <p>-----</p> <p>Personnel Estimated Costs \$300,000 Supplemental</p> <p>-----</p> <p>Professional development fees Estimated Cost \$10,000 Supplemental</p> <p>-----</p> <p>Childcare, materials, supplies, translation, and interpretation Estimated Cost</p>	

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
		<p>-----</p> <p>Build master schedules and school schedules to support intervention</p> <p>-----</p> <p>Provide intervention for identified students utilizing existing staff</p> <p>-----</p> <p>Provide extended learning opportunities for high needs student populations</p>			<p>\$1,000 Supplemental</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p>	<p>\$1,000 Supplemental</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p>	<p>\$1,000 Supplemental</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>Personnel, materials, and supplies Estimated Cost TBD</p>
In order to ensure English learners (ELs) develop English proficiency skills within five years of enrollment in the District, provide a high quality English language	Implementation of the Common Core State Standards	<p>For English learners:</p> <p>Purchase support materials to bridge current ELD program with the new California ELD Standards</p> <p>-----</p> <p>Provide professional development to support</p>	LEA-wide		<p>Instructional materials Estimated Cost \$50,000 Title III \$5,000 Supplemental</p> <p>-----</p> <p>Personnel Estimated Cost</p>	<p>Instructional materials Estimated Cost \$5,000 Supplemental</p> <p>-----</p> <p>Personnel Estimated Cost</p>	<p>Instructional materials Estimated Cost \$5,000 Supplemental</p> <p>-----</p>

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
development (ELD) program aligned with the new California ELD Standards.		implementation of ELD bridge materials ----- Provide professional development on the new California ELD Standards for teachers and paraprofessionals ----- Pilot and adopt California ELD Standards aligned ELD materials ----- Evaluate the level of English proficiency using State mandated assessments ----- Support middle school ELs new to the country by providing a Newcomer Program -----			\$11,000 Title III ----- Personnel Estimated Cost \$22,500 Supplemental ----- ----- Personnel and supplies Estimated Cost \$57,000 Supplemental ----- Personnel Estimated Cost \$88,000 Supplemental	\$11,000 Title III ----- Personnel Estimated Cost \$22,500 Supplemental ----- ----- Personnel and supplies Estimated Cost \$57,000 Supplemental ----- Personnel Estimated Cost \$88,000 Supplemental	----- Personnel Estimated Cost \$22,500 Supplemental ----- ----- Personnel and instructional materials Estimated Cost See Table 3 Goal 2 (pg.22) ----- Personnel and supplies Estimated Cost \$57,000 Supplemental ----- Personnel Estimated Cost \$88,000 Supplemental

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
		Support ELs district wide with primary language support ----- Coordinate EL services at the school sites			----- Personnel Estimated Cost \$193,000 Supplemental ----- Personnel and professional development fees Estimated Cost \$15,000 Supplemental -----	----- Personnel Estimated Cost \$193,000 Supplemental ----- Personnel and professional development fees Estimated Cost \$15,000 Supplemental -----	----- Personnel Estimated Cost \$193,000 Supplemental ----- Personnel and professional development fees Estimated Cost \$15,000 Supplemental -----
Implement a service delivery model that ensures course access.	Course Access	For English learners: Provide Resource Specialists to support the Co-teaching service delivery model ----- Pilot the Co-teaching service delivery model and provide professional development for fifth grade teachers and elementary Resource Specialists -----	LEA-wide		----- Personnel Estimated Cost \$105,000 Supplemental ----- Personnel and professional development fees Estimated Cost \$21,000 Supplemental -----	----- Personnel Estimated Cost \$105,000 Supplemental ----- Personnel and professional development fees Estimated Cost \$21,000 Supplemental -----	----- Personnel Estimated Cost \$105,000 Supplemental ----- Personnel and professional development fees Estimated Cost \$21,000 Supplemental -----

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
		Utilize Bilingual Instructional Assistants in the classroom to support access to grade level Standards			Personnel Estimated Cost \$193,000 Supplemental	Personnel Estimated Cost \$193,000 Supplemental	Personnel Estimated Cost \$193,000 Supplemental
Reduce the Achievement gap in English language arts and math that exists among student groups equal to or greater than the State average.	Student Achievement	<p>For English learners: Continue to support deeper implementation of Differentiated Instruction (K-5) and Co-teaching (6-8) through site/classroom visits and team planning</p> <p>-----</p> <p>Implement and support ST Math at elementary schools</p> <p>-----</p> <p>Analyze and disaggregate student achievement data in English language development,</p>	LEA-wide		<p>Personnel Estimated Cost \$10,000 Title I</p> <p>-----</p> <p>License and renewal fees Estimated Cost \$40,000 Supplemental</p> <p>-----</p> <p>Annual service agreements Estimated Cost \$23,214 Base, \$8,586</p>	<p>Personnel Estimated Cost TBD</p> <p>-----</p> <p>Renewal fees Estimated Cost \$17,500 Supplemental</p> <p>-----</p> <p>Annual service agreements Estimated Cost \$23,214 Base, \$8,586</p>	<p>Personnel Estimated Cost TBD</p> <p>-----</p> <p>Renewal fees Estimated Cost \$17,500 Supplemental</p> <p>-----</p> <p>Annual service agreements Estimated Cost \$23,214 Base, \$8,586</p>

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
		<p>meeting the needs of historically underserved students</p> <p>-----</p> <p>Provide professional development for Implementation Specialists</p> <p>-----</p> <p>Provide parent training to support academic achievement</p> <p>-----</p> <p>Build master schedules and school schedules to support intervention</p> <p>-----</p> <p>Provide intervention for identified</p>			<p>-----</p> <p>Childcare, materials, supplies, translation, and interpretation Estimated Cost \$1,000 Supplemental</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>None Estimated Cost</p>	<p>-----</p> <p>Childcare, materials, supplies, translation, and interpretation Estimated Cost \$1,000 Supplemental</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>None Estimated Cost</p>	<p>-----</p> <p>Professional development fees Estimated Cost \$10,000 Supplemental</p> <p>-----</p> <p>Childcare, materials, supplies, translation, and interpretation Estimated Cost \$1,000 Supplemental</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>None Estimated Cost</p>

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
		students utilizing existing staff ----- Provide extended learning opportunities for high needs student populations			\$0	\$0	\$0
					-----	-----	-----
							Personnel, materials, and supplies Estimated Cost TBD
Implement a service delivery model that ensures course access.	Course Access	For foster youth: Provide Resource Specialists to support the Co-teaching service delivery model ----- Pilot the Co-teaching service delivery model and provide professional development for fifth grade teachers and elementary Resource Specialists	LEA-wide		Personnel Estimated Cost \$105,000 Supplemental ----- Personnel and professional development fees Estimated Cost \$21,000 Supplemental	Personnel Estimated Cost \$105,000 Supplemental ----- Personnel and professional development fees Estimated Cost \$21,000 Supplemental	Personnel Estimated Cost \$105,000 Supplemental ----- Personnel and professional development fees Estimated Cost \$21,000 Supplemental
Reduce the Achievement gap in English language arts and math that exists among	Student Achievement	For foster youth: Continue to support deeper implementation of Differentiated Instruction (K-5) and	LEA-wide		Personnel Estimated Cost \$10,000 Title I	Personnel Estimated Cost TBD	Personnel Estimated Cost TBD

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
student groups equal to or greater than the State average.		<p>Co-teaching (6-8) through site/classroom visits and team planning</p> <p>-----</p> <p>Implement and support ST Math at elementary schools</p> <p>-----</p> <p>Analyze and disaggregate student achievement data in English language development, English/language arts, and mathematics in order to provide timely intervention and close the achievement gap</p> <p>-----</p> <p>Identify District needs and purchase research-based math intervention</p>			<p>-----</p> <p>License and renewal fees Estimated Cost \$40,000 Supplemental</p> <p>-----</p> <p>Annual service agreements Estimated Cost \$23,214 Base, \$8,586 Supplemental</p> <p>-----</p>	<p>-----</p> <p>Renewal fees Estimated Cost \$17,500 Supplemental</p> <p>-----</p> <p>Annual service agreements Estimated Cost \$23,214 Base, \$8,586 Supplemental</p> <p>-----</p>	<p>-----</p> <p>Renewal fees Estimated Cost \$17,500 Supplemental</p> <p>-----</p> <p>Annual service agreements Estimated Cost \$23,214 Base, \$8,586 Supplemental</p> <p>-----</p> <p>Intervention materials Estimated Cost \$50,000</p>

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
		<p>materials</p> <p>-----</p> <p>Provide professional development for math intervention programs</p> <p>-----</p> <p>Provide math intervention training for paraprofessionals</p> <p>-----</p> <p>Utilize Implementation Specialists to support teachers in meeting the needs of historically underserved students</p> <p>-----</p> <p>Provide professional development for Implementation Specialists</p> <p>-----</p>				<p>Supplemental</p> <p>-----</p> <p>Personnel Estimated Cost \$20,000 Supplemental</p> <p>-----</p> <p>Personnel Estimated Cost \$5,000 Supplemental</p> <p>-----</p> <p>Personnel Estimated Costs \$300,000 Supplemental</p> <p>-----</p> <p>Professional development fees Estimated Cost \$10,000 Supplemental</p> <p>-----</p>	
					Childcare,	Childcare,	Childcare,

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
		<p>Provide parent training to support academic achievement</p> <p>-----</p> <p>Build master schedules and school schedules to support intervention</p> <p>-----</p> <p>Provide intervention for identified students utilizing existing staff</p> <p>-----</p> <p>Provide extended learning opportunities for high needs student populations</p>			<p>materials, supplies, translation, and interpretation Estimated Cost \$1,000 Supplemental</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p>	<p>materials, supplies, translation, and interpretation Estimated Cost \$1,000 Supplemental</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p>	<p>materials, supplies, translation, and interpretation Estimated Cost \$1,000 Supplemental</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>Personnel, materials, and supplies Estimated Cost TBD</p>
Reduce the Achievement gap in English language arts	Student Achievement	For redesignated fluent English proficient pupils: Continue to support	LEA-wide		Personnel	Personnel	Personnel

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
and math that exists among student groups equal to or greater than the State average.		<p>deeper implementation of Differentiated Instruction (K-5) and Co-teaching (6-8) through site/classroom visits and team planning</p> <p>-----</p> <p>Implement and support ST Math at elementary schools</p> <p>-----</p> <p>Analyze and disaggregate student achievement data in English language development, English/language arts, and mathematics in order to provide timely intervention and close the achievement gap</p> <p>-----</p>			<p>Estimated Cost \$10,000 Title I</p> <p>-----</p> <p>License and renewal fees Estimated Cost \$40,000 Supplemental</p> <p>-----</p> <p>Annual service agreements Estimated Cost \$23,214 Base, \$8,586 Supplemental</p> <p>-----</p>	<p>Estimated Cost TBD</p> <p>-----</p> <p>Renewal fees Estimated Cost \$17,500 Supplemental</p> <p>-----</p> <p>Annual service agreements Estimated Cost \$23,214 Base, \$8,586 Supplemental</p> <p>-----</p>	<p>Estimated Cost TBD</p> <p>-----</p> <p>Renewal fees Estimated Cost \$17,500 Supplemental</p> <p>-----</p> <p>Annual service agreements Estimated Cost \$23,214 Base, \$8,586 Supplemental</p> <p>-----</p>

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
		Identify District needs and purchase research-based intervention materials ----- Provide professional development for intervention programs ----- Provide intervention training for paraprofessionals ----- Utilize Implementation Specialists to support teachers in meeting the needs of historically underserved students ----- Provide professional development for Implementation Specialists				Intervention materials Estimated Cost \$50,000 Supplemental ----- Personnel Estimated Cost \$20,000 Supplemental ----- Personnel Estimated Cost \$5,000 Supplemental ----- Personnel Estimated Costs \$300,000 Supplemental ----- Professional development fees Estimated Cost	

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-2015	Year 2: 2015-2016	Year 3: 2016-2017
		<p>-----</p> <p>Provide parent training to support academic achievement</p> <p>-----</p> <p>Build master schedules and school schedules to support intervention</p> <p>-----</p> <p>Provide intervention for identified students utilizing existing staff</p> <p>-----</p> <p>Provide extended learning opportunities for high needs student populations</p>			<p>-----</p> <p>Childcare, materials, supplies, translation, and interpretation Estimated Cost \$1,000 Supplemental</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p>	<p>-----</p> <p>Childcare, materials, supplies, translation, and interpretation Estimated Cost \$1,000 Supplemental</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p>	<p>\$10,000 Supplemental</p> <p>-----</p> <p>Childcare, materials, supplies, translation, and interpretation Estimated Cost \$1,000 Supplemental</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>None Estimated Cost \$0</p> <p>-----</p> <p>Personnel, materials, and supplies Estimated Cost TBD</p>

- C. Describe the LEA's increase in funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5). Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496. For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a school site in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district's goals for unduplicated pupils in the state priority areas. (See 5 CCR 15496(b) for guidance.)

Fountain Valley School District is committed to providing students with an effective, high quality core instructional program. Given the pattern of District enrollment of unduplicated and other high needs student populations, increased services are provided District wide. Our English learners, low income students, foster youth, students with disabilities, and other high needs student population are enrolled in all ten schools but to varying degrees. Therefore in order to meet their needs, services are most effectively administered District wide. In support of English learners, low income students, foster youth, students with disabilities, and other high needs student populations, the District will spend an estimated \$932,296 in Year One on supplemental services in the following areas:

- Extended learning opportunities to support ELD and achievement in English/language arts and mathematics
- A "push-in" service delivery model for primary language support and specialized instruction that ensures course access
- Increased student access to health services and school library services
- Assessment and data analysis in English language development, English/language arts, and mathematics
- Elementary teacher release time for Professional Learning Communities to plan differentiated instruction, evaluate student results, and coordinate educational services
- Increased access to instructional technology to support student learning
- Parent engagement, involvement, and education to support increased levels of student achievement
- Professional development in the California ELD Standards and the CCSS to ensure English language proficiency and academic success in English/language arts and mathematics

- D. Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR

15496(a). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

California Education Code requires increased or improved services for unduplicated students in proportion to increased supplemental funding. For Fountain Valley School District the proportionality percentage is 2.4%. The services below exceed this requirement and reflect the District's commitment to improve student achievement:

- Extended learning opportunities to support ELD and achievement in English/language arts and mathematics (Increased Expenditure Year 1 – 66%)
- A “push-in” service delivery model for specialized instruction that ensures course access (Increased Expenditure Year 1 – 9%)
- Increased student access to health services (Increased Expenditure Year 1 – 14%) and school library services (Increased Expenditure Year 1 – 33%)
- Elementary teacher release time for Professional Learning Communities to plan Differentiated Instruction, evaluate student results, and coordinate educational services (New Expenditure Year 1 – 100%)
- Professional development in the California ELD Standards (New Expenditure Year 1 – 100%)

NOTE: Authority cited: Sections 42238.07 and 52064, Education Code. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.5, 47606.5, 48926, 52052, 52060-52077, and 64001, Education Code; 20 U.S.C. Section 6312.

Appendix A
2013/2014 LCAP Development

Date	Group	Purpose
October		
10/31/2013		District LCAP Planning Meeting
November		
11/05/2013		District LCAP Planning Meeting
11/14/2013	Board of Trustees	Written Report with Tentative Timeline
December		
12/17/2013		District LCAP Planning Meeting
January		
01/09/2014	Community Event – Kiwanis Club	Share District Strengths/Needs & Solicit Input
01/13/2014	LCAP Leadership Work Group	Overview LCFF & LCAP
01/22/2014	District English Learner Advisory Committee	Overview LCFF & LCAP
01/23/2014	6-8 Principals	Overview LCFF & LCAP
01/28/2014	English Learner Coordinators	Overview LCFF & LCAP
01/29/2014	School Site Council - Masuda	Solicit School LCAP Input
01/30/2014	K-5 Principals	Overview LCFF & LCAP
February		
02/03/2014	LCAP Leadership Work Group	Review Data & Draft Goals
02/04/2014	LCAP Leadership Work Group	Review Data & Draft Goals
02/06/2014	Board of Trustees	Written Update
02/11/2014	School Site Council - Talbert	Solicit School LCAP Input
02/11/2014	Community Leadership Committee	Share District Strengths/Needs & Solicit Input
02/18/2014	School Site Council - Courreges	Solicit School LCAP Input
02/20/2014	School Site Council - Plavan	Solicit School LCAP Input
02/20/2014	School Site Council - Newland	Solicit School LCAP Input
02/19/2014	School Site Council - Tamura	Solicit School LCAP Input
02/20/2014	School Site Council - Gisler	Solicit School LCAP Input
02/24/2014	District Advisory Committee (DAC)	Overview LCFF, LCAP & Review Draft Goals
02/24/2014	School Site Council - Fulton	Solicit School LCAP Input
02/24/2014	School Site Council - Oka	Solicit School LCAP Input
02/26/2014	District English Learner Advisory Committee (DELAC)	Review Draft Goals
02/26/2014	School Site Council - Cox	Solicit School LCAP Input
March		
03/04/2014	LCAP Leadership Work Group	Review Goals & Draft Actions
03/19/2014	Community Information Meeting	Share District Strengths/Needs & Solicit Input
03/20/2014	Community Event – Mayor’s Breakfast	Share District Strengths/Needs & Solicit Input
03/31/2014	Action Committee for Education Meeting	Solicit LCAP Input
April		
04/03/2014	Board of Trustees	Study Session on LCAP Process & Progress to Date
04/03/2014	Common Core Steering Committee	Solicit LCAP Input
04/09/2014	LCAP Leadership Work Group	Review Goals & Actions to Date
04/21/2014	Community Information Meeting	Share District Strengths/Needs & Solicit Input
04/22/2014	Community Event – Rotary Club	Share District Strengths/Needs & Solicit Input
04/22/2014	Community Leadership Committee	Solicit LCAP Input
04/22/2014	DELAC	Review Goals & Actions to Date
04/24/2014	DAC	Review Goals & Actions to Date
May		
05/08/2014	LCAP Leadership Work Group	Review draft LCAP
05/08-21/2014		Post draft LCAP & community survey on website
05/13/2014	Community Information Meeting	Share District Strengths/Needs & Solicit Input
05/13/2014	English Learner Coordinators	Share draft LCAP
05/15/2014	DAC & DELAC	Provide input to Superintendent on draft LCAP
June		
06/05/2014	Board of Trustees	LCAP Public Hearing
06/26/2014	Board of Trustees	LCAP Final Approval

Appendix B
2013/2014 LCAP Data

Priority Area	Goal	Data Analyzed
Basic Services & Course Access	Provide all students with Highly Qualified Teachers who have English learner certifications and multiple authorizations to support a broad course of study.	SARCs
Basic Services & Implementation of Common Core State Standards	All students will have access to textbooks and instructional materials aligned to the Common Core State Standards (CCSS), California English Language Development (ELD) Standards, and Next Generation Science Standards (NGSS).	SARCs
Basic Services	Maintain District facilities that are safe, clean, and in good working order.	SARCs
Implementation of Common Core State Standards	To support effective implementation of the CCSS, provide professional development that includes specialized training, team planning within and across grade levels, and classroom visitations within and among schools.	CCSS Report Cards Staff Development Schedules District Memos CCSS Presentations
Implementation of Common Core State Standards	In order to ensure English learners (ELs) develop English proficiency skills within five years of enrollment in the District, provide a high quality English language development program aligned with the new California ELD Standards.	10/11, 11/12, 12/13 Dataquest reports - AYP, API, Title III 10/11, 11/12, 12/13 Reclassification rates DIBELS Next Data District Writing Benchmark Data
Implementation of Common Core State Standards	Provide the necessary technology hardware and infrastructure for the implementation of the CCSS and Smarter Balanced assessments, including personnel to provide technical support.	Infrastructure Documentation Staff & Classroom Refreshment Schedules Student-Device Ratios
Course Access, Student Achievement & Other Student Outcomes	To complement the strong English language arts and math programs, improve services in the areas of K-5 PE, K-8 arts and K-8 technology.	Daily Schedules Master Schedules
Course Access	Implement a service delivery model that ensures course access.	Daily Schedules Master Schedules
Student Achievement & Other Student Outcomes	Students will demonstrate achievement in English language arts and math equal to or greater than the State average.	10/11, 11/12, 12/13 Dataquest reports - AYP, API, Title III 10/11, 11/12, 12/13 Reclassification rates DIBELS Next Data District Writing Benchmark Data
Student Achievement	Reduce the achievement gap in English language arts and math that exists among student groups equal to or greater than the State average.	10/11, 11/12, 12/13 Dataquest reports - AYP, API, Title III 10/11, 11/12, 12/13 Reclassification rates DIBELS Next Data District Writing Benchmark Data
Parent Involvement	Increase parent engagement and involvement of historically underserved and other high needs student populations.	Membership lists, minutes, and agendas - DAC, DELAC, School Site Councils, Surplus Property Committee, and School Boundary & Closure Committee Single Plans for Student Achievement Parent Involvement Board Policy & Administrative Regulations
Student Engagement	Reduce chronic absenteeism.	10/11, 11/12, 12/13 Aeries reports – Attendance Rates & Chronic Absenteeism
Student Engagement	Ensure that District records accurately reflect the next school for students who move or matriculate out of the District in order to maintain a zero dropout rate.	2011, 2012, 2013 CALPADS Report 1.9
School Climate	Expand behavioral interventions and supports to further reduce student suspension and expulsion rates.	10/11, 11/12, 12/13 District Documentation - Suspension and Expulsion
School Climate	Increase meaningful student participation.	California Healthy Kids Survey – FVSD Elementary & Secondary/OC Elementary & Secondary

Appendix C

Glossary of Terms and Acronyms in the Fountain Valley School District Local Control Accountability Plan

Terms	Definition of Terms
Base (Grant)	State funds are allocated according to student enrollment in each grade spans (K-3, 4-6, 7-8, 9-12)
Concentration (Grant)	If 55% of the District's students are English learner, foster youth, or low income students, the District qualifies for additional funds for each student over the 55% threshold
Co-teaching	When a general education teacher and special education service provider work together in the same classroom to instruct students both with and without disabilities
DIBELS Next	An assessment that measures Dynamic Indicators of Basic Early Literacy Skills (DIBELS)
Implementation Specialist	A teacher identified to support of Common Core State Standards and District Signature Practices by working with colleagues in the classroom
High Needs Student Populations	Students receiving special education services, academically underachieving students, behaviorally challenged students, and chronically absent students
Service Delivery Model	The method of providing additional academic support for identified students
School Site Council	A decision-making group of parents and school staff that has as its major responsibility the development, implementation, and evaluation of the School Plan for Student Achievement
Supplemental (Grant)	Additional funding beyond the Base Grant to support English learners, foster youth, and low income students
Title I	Title I is a Federal program that provides funds to support students who qualify for the Free and Reduced Lunch Program and/or whose parents have less than a high school education
Title III	Title III is a Federal program that provides funds to support English learners and Immigrant youth
Unduplicated Pupil	Any student to whom one or more of the following categories applies - English learner, foster youth, and low income students

Acronyms	Glossary of Acronyms
CCSS	Common Core State Standards
CHKS	California Healthy Kids Survey
DAC	District Advisory Committee
DELAC	District English Learner Advisory Committee
EL	English Learner
ELD	English Language Development
FVSD	Fountain Valley School District
IT	Information Technology
LCAP	Local Control Accountability Plan
LCFF	Local Control Funding Formula
LEA	Local Education Agency (most often a school district)
NGSS	Next Generation Science Standards
PE	Physical Education
SARC	School Accountability Report Card

FOUNTAIN VALLEY SCHOOL DISTRICT

BUSINESS SERVICES DIVISION

DFS/13-14 - 62

M E M O R A N D U M

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: **APPROVAL OF 2014-15 DISTRICT BUDGET**
DATE: June 9, 2014

BACKGROUND

Education Code § 42103 requires the governing board of each school district to hold a public hearing on the proposed budget for their district. Additionally, Education Code § 42127(d)(2) states that a budget shall not be adopted before an LCAP for the budget year is approved. Finally, the budget must be approved at a regularly scheduled Board meeting occurring on a date subsequent to that of the public hearing.

A public hearing for the budget was held on June 05, 2014 at the regularly scheduled meeting of the Board of Trustees. The enclosed budget document represents the results of the Board's direction of maintaining the current high quality programs in a fiscally prudent manner. The budget was developed in connection with the Local Control Accountability Plan.

All required reserves are maintained; all funds will end with a positive ending balance and the budget meets State standards and criteria.

Pursuant to expected State Budget passage or within 45 days of the State Budget passing, the budget will be updated for any material changes. The budget is updated throughout the year and presented to the Board at first and second interim reporting periods.

RECOMMENDATION

It is recommended that the Board of Trustees approve the budget for fiscal year 2014-15 and authorize the Superintendent to sign all documents.

cl

srm62

Fountain Valley School District
Superintendent's Office

SPECIAL MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

June 2, 2014

MINUTES

President Edwards called the regular meeting of the Board of Trustees to order at 2:00pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

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

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

AGENDA APPROVAL

Second: Mrs. Galindo

Vote: 5-0

There were no requests to address the Board.

PUBLIC COMMENTS

Mr. Templin led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE

SPECIAL PRESENTATIONS

The Board of Trustees heard presentations from Education Leadership Services, The Cosca Group, and Leadership Associates for the purpose of selecting a firm to conduct an executive search for a Superintendent of Schools for the Fountain Valley School District.

PRESENTATIONS BY
EXECUTIVE SEARCH
FIRMS

PUBLIC COMMENTS

There were no requests to address the Board.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mr. Collins moved to approve the Selection of Consultant for Executive Search.

**SELECTION OF
CONSULTANT FOR
EXECUTIVE SEARCH**

Second: Mrs. Galindo

Vote: 5-0

Motion: Mrs. Crandall moved to approve the Selection of Consultant for Executive Search entering into a contract with Leadership Associates.

Second: Mr. Collins

Vote: 5-0

ADJOURNMENT

Motion: Mr. Templin moved to adjourn the meeting at 4:40pm.

Second: Mr. Collins

Vote: Unanimously approved

/jd

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

June 5, 2014

MINUTES

President Edwards called the regular meeting of the Board of Trustees to order at 6:00pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

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

Mrs. Edwards noted the following addendum to the agenda with corrections to the support for item 4-I and addition of items 4-R and 4-S on the agenda:

AGENDA APPROVAL

4-I. SINGLE PLANS FOR STUDENT ACHIEVEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approve the School Plans for Student Achievement for Courreges, Cox, Oka, and Tamura.

It is recommended that the Board of Trustees delay action on the School Plan for Student Achievement for Plavan until the June 18, 2014 meeting.

4-R. EDUCATIONAL AND CULTURAL EXCHANGE THROUGH THE AMERICAN EDUCATION FEDERATION FOR TEACHER TRAVEL TO CHINA IN OCTOBER 2014

Superintendent's Comments: It is recommended that the Board of Trustees approve the educational and cultural exchange through the American Education Federation and permit two teachers and one principal to travel to China in October 2014.

4-S. AGREEMENT FOR CONSULTANT SERVICES

Superintendent's Recommendation: Superintendent and staff recommend that the Board of Trustees approve the Agreement for Consultant Services of Leadership Associates for the search of a new district superintendent.

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

Second: Mrs. Galindo

Vote: 5-0

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

PUBLIC COMMENTS

Mrs. Edwards announced that the Board would retire into Closed Session. Action is not 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.
- Confidential Pupil Personnel: *Education Code 35146*
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- Property Negotiations: *Government Code 54956.8*
Real Property negotiator Christine Fullerton will speak to the board about price and terms of payment concerning the lease with Le Port Schools for the property at 9790 Finch Avenue, Fountain Valley, California

The public portion of the meeting resumed at 7:17 pm.

PLEDGE OF ALLEGIANCE

Boy Scout Troops 791 and 792 led the Pledge of Allegiance.

STAFF REPORTS AND PRESENTATIONS

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Scott Martin provided an update for the Board of Trustees on the State Budget and its effect on the Fountain Valley School District. Mrs. Fullerton reviewed the general fund revenues, general fund expenditures, State unemployment, May Revise, proposed establishment of a Rainy Day Fund, Local Control Funding Formula, State Teacher Retirement System, K-12 High Speed Network, Mandate Block Grant, and PERS. Mr. Martin provided a preview of the District’s 2014-15 budget, which will be presented for adoption by the Board at the June 18th Board meeting.

**BUDGET UPDATE
(ORAL AND WRITTEN)**

PUBLIC HEARINGS

A public hearing was held for the purpose of discussing the proposed 2014-15 final budget prior to approval by the Board of Trustees. Public input was welcomed. There were no requests to address the Board and the hearing was closed.

**PUBLIC HEARING FOR
2014-15 BUDGET**

The Board of Trustees held a public hearing for the purpose of receiving public comment on the Local Control Accountability Plan. Public input was welcomed. There were no requests to address the Board and the hearing was closed.

**PUBLIC HEARING ON
LOCAL CONTROL
ACCOUNTABILITY
PLAN (LCAP)
(EDUCATION CODE
SECTION 52062)**

BOARD REPORTS AND COMMUNICATIONS

Mrs. Galindo attended the Rotary Teacher of the Year Breakfast and the Recognition of Certificated Employees.

**BOARD REPORTS AND
COMMUNICATIONS**

Mr. Collins attended the Youth Character Awards, Classified BBQ, Superintendent Parent Council meeting, Classified Recognition Night, Recognition of Certificated Employees, Rotary Teacher of the Year Breakfast, Orange County School Board Association meeting, and Talbert’s Pancake Breakfast.

Mr. Templin attended the Superintendent Parent Council meeting, Courreges’ Talent Show, and the Middle School Track Meet.

Mrs. Crandall attended the Classified and Certificated Recognition, Orange County School Board Association meeting,

Classified BBQ, Talbert’s Pancake Breakfast, toured Oka and Talbert schools, Masuda Concert, Rotary Teacher of the Year Breakfast, Twilight Committee meeting, Community Volunteer Academy training, Joint City and VFW Memorial Day ceremony, Girl Scout Tea, FVHS Broadway Finale Concert, FVHS Senior Cello Concert, and To Be American Concert.

Mrs. Edwards attended many of the same events as the other Board Members. She also attended music programs at Courreges, Plavan, Cox, Oka, Fulton, Gisler and Masuda.

PUBLIC COMMENTS

There were three requests to address the Board. Parents addressed the Board regarding bullying and harassment training, air conditioning, Common Core, SBAC, and superintendent search.

PUBLIC COMMENTS

LEGISLATIVE SESSION

There were three addendum items added to the consent calendar.

Motion: Mr. Templin moved to approve the Consent Calendar.

Second: Mrs. Galindo

Vote: 5-0

**CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS**

The Consent Calendar included:

- Board Meeting Minutes from May 15th regular meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Adjustments
- Early Childhood Education School Readiness Initiative Grant Agreement Number 39794 Between the Orange County Superintendent of Schools and Fountain Valley School District
- Notice of Layoff for Classified Positions
- Single Plans for Student Achievement
- Approval of Orange County Department of Education Provider of Software Applications for Human Resources and

- Bi-Tech (Accounting Systems) for 2014/2015 School Year
- Resolution 2014-28 and Order of Biennial Trustee Elections and Specifications of the Election Order
- Recognition of FVSD Teachers Completing Two-Year BTSA Induction Program
- Second Amendment to Agreement FCI-SD-07 By and Between The Children and Families Commission of Orange County and Fountain Valley School District for Completion of The Early Development Index
- Sister School Partnership Agreement Between Urbain H. Plavan School and Chuiyangliu Central Primary School in Beijing.
- Approval to Solicit Requests for Proposal for Energy Saving Lighting Replacement
- Approval to Publish and Solicit Requests for Proposal for Energy Saving HVAC and Thermostat Replacement
- Approval of a Contract with Silver Creek Industries, Inc. for Two Relocatable Classroom Buildings at Fulton Middle School

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Ecker Thank our LCAP Development team and Mrs. Silavs, Mrs. Hoeffler, Mrs. Fullerton and Mrs. Abdel along with the host of individuals who worked on moving this process further. The LCAP will be on the next meeting's agenda for approval. The OCDE approved the LCAP, and they were very pleased with the process we went through.

CLOSED SESSION

Mrs. Edwards announced that the Board would not need a second closed session.

ADJOURNMENT

Motion: Mrs. Crandall moved to adjourn the meeting at 8:19 pm.

Second: Mrs. Galindo

Vote: Unanimously approved

/jd

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
June 18, 2014**

1.0 EMPLOYMENT FUNCTIONS:

1.1 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RETIREMENT OF THE FOLLOWING CERTIFICATED EMPLOYEE:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.1.1	McLoughlin, Evelyn	Teacher	Newland	06/18/2014
1.1.2	Masterson, Ron	Teacher	Cox	06/18/2014

2.0 EMPLOYMENT FUNCTIONS

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING NEW CLASSIFIED EMPLOYEE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	Rivera, Julissa	District Office	IT Student Worker	06/17/2014

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Hyde, Timothy	Masuda	IA DTT	06/18/2014
2.2.2	Warren, Audrey	Transportation	Bus Driver	06/03/2014

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.3.1	Locken, Kathy	Tamura	ESP Aide	06/18/2014
2.3.2	Freer-Gonzales, Susan	Cox & Oka	IA & ESP Aide	06/18/2014

2.4 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE TERMINATION OF CLASSIFIED EMPLOYEE: BONNIE VALLES, OFFICE ASSISTANT AT FULTON MIDDLE SCHOOL AND PLACEMENT ON THE 39 MONTH RE-EMPLOYMENT LIST EFF. 05/30/2014.

3.0 INDEPENDENT CONTRACTOR AGREEMENT:

3.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF AN INTERNSHIP CONTRACT AGREEMENT WITH THE BRANDMAN UNIVERSITY EFFECTIVE JUNE 1, 2014 TO MAY 30, 2016.

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

June 18, 2014

INSTRUCTION

4.0 CONFERENCE/WORKSHOP ATTENDANCE

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	BURROUGHS, Belinda SADEGH, Parham (Assess. & Acct.)	Eagle Software's 18 th Annual Fall Users' Conference	Sacramento, CA	Actual and Necessary	012109078-5210	Oct. 13-14, 2014

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.

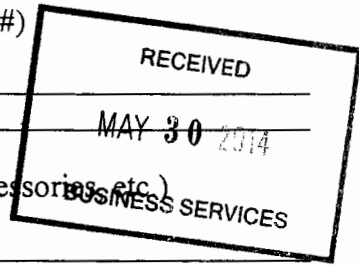
SCHOOL RECEIVING DONATION: Courreges Elementary School

NAME OF DONOR: Walmart Corporate Giving - (Parent Donation: Shabana Albuquerque)

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.)
702 SW 8th Street, Bentonville, AR 72716-0150, \$250.00, Check #3176275, 5/8/14

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) Venus Moeller, 5th Grade Teacher
Instructional Supplies

REVIEWED: *C. Christ* APPROVED/DISAPPROVED: 05/27/2014
Principal/Department Head Date

REVIEWED: *Chris* APPROVED/DISAPPROVED: 6/1/14
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 6/18/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

NAME OF DONOR: ~~Cox~~ AT+T Employee Giving Campaign

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

#5600345308 \$10.00

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

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

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

REVENUE ACCT: 010320000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100132324310

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

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/9/14
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 6/18/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

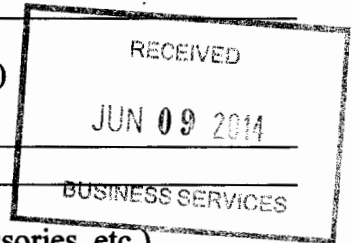
NAME OF DONOR: Cox PTO

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

#4443 \$1262.00

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: 010320000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100132324310

INTENDED USE: (State how this will be used)

P.E. Equipment

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

REVIEWED: [Signature] **APPROVED**/DISAPPROVED: 6/9/14
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 6/18/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

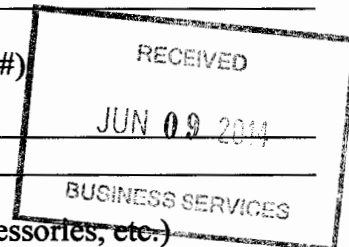
NAME OF DONOR: Cox PTO

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

#4441 \$1,782.00

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: 010320000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100132324310

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

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/9/14
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 6/18/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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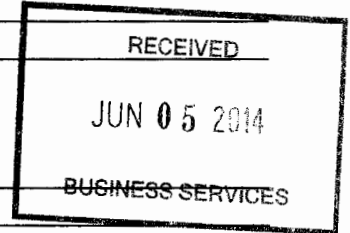
SCHOOL RECEIVING DONATION: Masuda School

NAME OF DONOR: Music & Arts

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 # 0745538, in the amount of \$200.00

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

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



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

REVENUE ACCT: 010490000 -8699
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010144989-5899

INTENDED USE: (State how this will be used) This money is to go into Masuda's donation account to be used specifically for Masuda's music program.

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Principal/Department Head Date

REVIEWED: [Signature] APPROVED DISAPPROVED: _____
Assistant Superintendent Business/Administration 6/5/14 Date

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

BOARD APPROVAL DATE: June 18, 2014

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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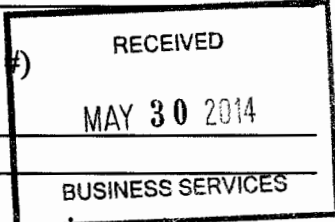
SCHOOL RECEIVING DONATION: Oka

NAME OF DONOR: Oka 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.)
Check #5512 in the amount of \$118.57

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

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



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

REVENUE ACCT: -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0103700008699

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 5/30/2014
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/1/14
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 6/18/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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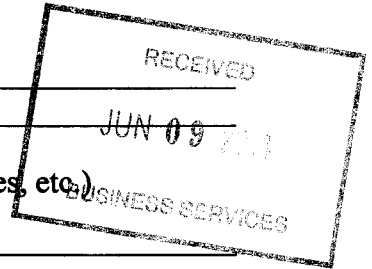
SCHOOL RECEIVING DONATION: Plaven Elementary

NAME OF DONOR: Plaven 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 ✓ 7278 in the amount of \$ 5.07

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: 0155140604310

INTENDED USE: (State how this will be used) To cover negative balance in acct due to overspending.

REVIEWED: Julie M. Ballerewitz APPROVED/DISAPPROVED: 6-6-2014
Principal/Department Head Date

REVIEWED: Chen APPROVED/DISAPPROVED: 6/9/14
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 6/18/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Plavan Elementary

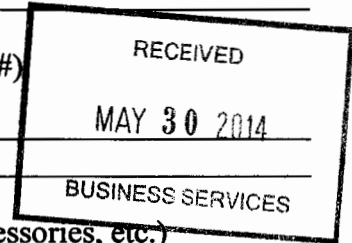
NAME OF DONOR: Plavan PTO

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 ✓ 7270 in the amount of \$63.67

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) To cover negative balance in Liz Modden's supply account.

REVIEWED: Julie M. Ballesteros APPROVED/DISAPPROVED: 5/23/2014
Principal/Department Head Date

REVIEWED: Ch... APPROVED/DISAPPROVED: 6/1/14
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 6/18/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Talbert Middle School

NAME OF DONOR: Talbert 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.)
\$3,451.15 check # 3849

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: 010380000-8699

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



INTENDED USE: (State how this will be used) To pay for the after school clubs.

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/3/14
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/5/14
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 6/18/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Talbert Middle School

NAME OF DONOR: Talbert PTO

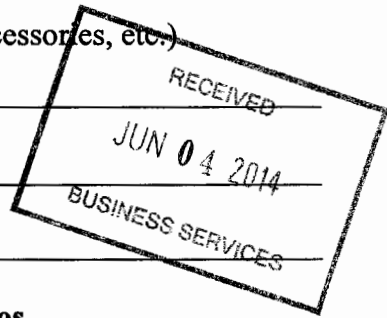
DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
\$1,168.25 check # 3847

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

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)
Purchase of 5 Vertex VX231 Series VHF two-way radios with charger and battery.

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

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



INTENDED USE: (State how this will be used) To pay for 5 two way radios.

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/3/14
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/5/14
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 6/18/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Talbert Middle School

NAME OF DONOR: Talbert PTO

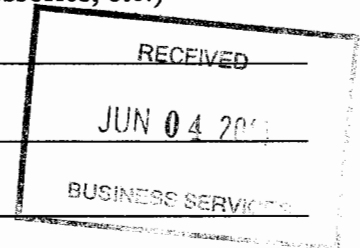
DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
\$1,006.85 check # 3848

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: 010130000 -8699
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010143889-4310



INTENDED USE: (State how this will be used) To pay for coach stipends and substitutes for the district sports tournament.

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/3/14
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/5/14
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 6/18/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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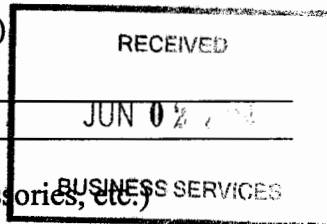
SCHOOL RECEIVING DONATION: Talbert Middle School

NAME OF DONOR: Talbert 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.)
\$23.34 check # 3846

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: 010380000-8699

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

INTENDED USE: (State how this will be used) Science, gloves to dissect pigs

REVIEWED: [Signature] APPROVED/DISAPPROVED: _____
Principal/Department Head Date 5/28/14

REVIEWED: [Signature] APPROVED/DISAPPROVED: _____
Assistant Superintendent Business/Administration Date 6/4/14

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

BOARD APPROVAL DATE: June 18, 2014

FOUNTAIN VALLEY SCHOOL DISTRICT

BOARD MEETING JUNE 18, 2014

TO: Christine Fullerton

FROM: Martha Lockwood

SUBJECT: Warrant Listing - Check Numbers 65783 - 65990

DATES: 5/29/14 - 6/09/14

FUND 01	GENERAL FUND	\$331,286.10
FUND 12	CHILD DEVELOPMENT	\$10,047.06
FUND 13	CAFETERIA	\$16,543.28
FUND 25	CAPITAL FACILITIES	\$1,400.00
FUND 40	SPECIAL RESERVE	\$20,510.14
FUND 68	WORKERS COMP	\$412.80
FUND 69	INSURANCE	\$285,430.84
TOTAL		\$665,630.22

FOUNTAIN VALLEY SD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/18/2014**

FROM 05/29/2014 TO 06/10/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20M4273	CALIFORNIA WESTERN VISUALS	387.00	387.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20M4298	ECOTEK CONSULTING INC.	1,800.00	1,800.00	012869390 6223	Maintenance / Tests & Examinations Bldgs
H20M4299	DAVE BANG ASSOCIATES	46,413.60	46,413.60	012869390 6110	Maintenance / Site Improvement - Playground
H20M4300	SHIMANOFF, PERRY	600.00	600.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
H20M4310	TELEPACIFIC COMMUNICATIONS	6,500.00	6,500.00	012869390 5550	Maintenance / Telephone, Communications
H20M4311	GRUETT TREE COMPANY INC	1,100.00	1,100.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
H20M4312	LINE-X OF HUNTINGTON BEACH	525.00	525.00	012899390 4343	Gardening / Gardening Supplies
H20M4326	RELIABLE DELIVERY SERVICE INC.	495.00	495.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
H20M4327	CRANDALL'S PLUMBING INC.	4,219.00	4,219.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
H20R1365	B & W COMMUNICATIONS INC.	1,499.04	1,499.04	010013737 4325	Sch Site Instr - Oka / Office Supplies
H20R1372	LYNDE-ORDWAY COMPANY	445.03	445.03	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
H20R1373	STAPLES	128.51	128.51	012723232 4325	Sch Site Admin - Cox / Office Supplies
H20R1378	PRACTI-CAL	2,700.00	2,700.00	012289961 5813	MAA - Administration / Consultant
H20R1379	SCIENCE ON THE GO INC.	742.50	742.50	012539962 5813	Tobacco-Use-OCDE Instructional / Consultant
H20S8059	HILLYARD / LOS ANGELES	2,304.80	2,304.80	011000000 9320	Revenue Limit - State Revenues / STORES
H20S8060	WAXIE	7,186.21	7,186.21	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:	77,045.69	77,045.69		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 06/18/2014

FROM 05/29/2014

TO 06/10/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20M4296	PRECISION FLOOR COVERING INC.	3,195.01	3,195.01	120016098 5645	Extended School Instructional / Outside Srvs-Repairs & Maint
H20R1375	STAPLES	700.00	700.00	120336098 4325	Extended School Administration / Office Supplies
Fund 12 Total:		3,895.01	3,895.01		

FOUNTAIN VALLEY SD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/18/2014**

FROM 05/29/2014 TO 06/10/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20R1377	CALIFORNIA DEPARTMENT OF EDUCA	103.90	103.90	133207380 4710	Cafeteria Fund / Food
	Fund 13 Total:	103.90	103.90		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 06/18/2014

FROM 05/29/2014 TO 06/10/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20M4307	ELITE CONSTRUCTION INSPECTION	2,000.00	2,000.00	402998990 6222	Moiola Improvement Projects / Inspection Svcs Bldg Improve
H20M4308	SILVER CREEK INDUSTRIES INC.	207,232.75	207,232.75	402869380 6250	Spec Res Maintenance Services / Building
H20M4309	TIME AND ALARM SYSTEMS INC.	1,900.00	1,900.00	402998990 6222	Moiola Improvement Projects / Inspection Svcs Bldg Improve
	Fund 40 Total:	211,132.75	211,132.75		

FOUNTAIN VALLEY SD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/18/2014**

FROM 05/29/2014 TO 06/10/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			292,177.35		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

06/18/2014

FROM 05/29/2014 TO 06/10/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20M4031	WAXIE	10,000.00	+1,500.00	012889390 4347	Custodial / Repair & Upkeep Equip Supplies
H20M4054	HOME DEPOT	3,500.00	+500.00	012899390 4343	Gardening / Gardening Supplies
H20R0215	SOUTHWEST SCHOOL AND OFFICE SU	4,250.00	+750.00	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
H20R0718	SOUTHWEST SCHOOL AND OFFICE SU	2,000.00	+550.00	010269275 4310	School Readiness Init Admin / Instructional Supplies
H20R1010	SOUTHWEST SCHOOL AND OFFICE SU	225.00	+75.00	012849380 4325	Fiscal Services / Office Supplies
H20R0279	SMART & FINAL	19,440.00	+3,240.00	120016098 4310	Extended School Instructional / Instructional Supplies
H20R0310	RALPHS GROCERY COMPANY	1,000.00	+460.00	123206498 4710	Child Dev Oka Preschool-Food / Food
H20R0311	SMART & FINAL	6,000.00	+3,000.00	123206498 4710	Child Dev Oka Preschool-Food / Food
H20R0718	SOUTHWEST SCHOOL AND OFFICE SU	2,000.00	+550.00	120279275 4310	School Readiness Init Instr / Instructional Supplies
H20R1357	STEELCRAFT	1,576.62	-19.62	120016998 4410	Child Dev Plavan Presch-Instr / Fixed Assets \$500-\$5000
Fund 12 Total:			+7,230.38		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES 06/18/2014

FROM 05/29/2014 TO 06/10/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			+10,605.38		

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2014 66

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	1,848,613.00	1,626,766.00
2400	CLERICAL & OFFICE SALARIES		500.00
3101	STRS-CERTIFICATED POSITIONS	142,082.00	141,372.00
3201	PERS-CERTIFICATED	56.00	50.00
3313	MEDICARE-CERTIFICATED	24,976.00	26,207.00
3355	OASDI-CERTIFICATED	53.00	50.00
3356	OASDI-CLASSIFIED	5,978.00	6,009.00
3401	HEALTH & WELFARE-CERTIFICATED	177,220.00	176,800.00
3501	SUI-CERTIFICATED	814.00	956.00
3601	WORKERS'COMP-CERTIFICATED	36,716.00	36,535.00
3602	WORKERS'COMP-CLASSIFIED	5,154.00	5,165.00
4200	BOOKS OTHER THAN TEXTBOOKS		351.00
4300	MATERIALS & SUPPLIES		6,973.00
4400	NONCAPITALIZATION EQUIPMENT		2,055.00
5600	RENTAL,LEASE,REPAIR & NON CAP		3,208.00
5800	PROF/CONS SERV & OPER EXPENSE	5,000.00	32,527.00
7222	Trsfs Apportionment County Ofc		125,289.00
7310	TRANSFER OF INDIRECT COSTS		549.00
8000	REVENUE LIMIT SOURCES	180,968.00	164,058.00
8200	FEDERAL INCOME		13,132.00
8600	LOCAL INCOME	5,000.00	59,992.00
9789	RESERVE FOR ECONOMIC UNCERTAIN		23,100.00
9790	UNASSIGNED/UNAPPROPRIATED	329,357.00	412,771.00
Subfund Total:		2,761,987.00	2,864,415.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 18, 2014.

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 67

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

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
8600	LOCAL INCOME		546.00
9740	RESTRICTED BALANCE		546.00
Subfund Total:		0.00	1,092.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 18, 2014.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the ____ day of _____, 200__.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2014 64

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	7,304.00	10,582.00
2100	INSTRUCTIONAL AIDES' SALARIES	350.00	8,039.00
2200	CLASSIFIED SUPPORT	260.00	13,966.00
2400	CLERICAL & OFFICE SALARIES	2,250.00	14,684.00
2900	OTHER CLASSIFIED SALARIES	246.00	8,316.00
3101	STRS-CERTIFICATED POSITIONS	160.00	266.00
3202	PERS-CLASSIFIED	354.00	5,632.00
3313	MEDICARE-CERTIFICATED	24.00	57.00
3314	MEDICARE-CLASSIFIED	37.00	963.00
3353	ARP-CERTIFICATED		27.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	2.00	361.00
3356	OASDI-CLASSIFIED	193.00	3,211.00
3401	HEALTH & WELFARE-CERTIFICATED		2,020.00
3402	HEALTH & WELFARE-CLASSIFIED		8,000.00
3501	SUI-CERTIFICATED		2.00
3502	SUI-CLASSIFIED	8.00	23.00
3601	WORKERS'COMP-CERTIFICATED	35.00	87.00
3602	WORKERS'COMP-CLASSIFIED	55.00	1,418.00
3901	OTHER BENEFITS-CERTIFICATED	500.00	
4200	BOOKS OTHER THAN TEXTBOOKS	347.00	318.00
4300	MATERIALS & SUPPLIES	17,742.00	20,010.00
4400	NONCAPITALIZATION EQUIPMENT		12,480.00
5200	TRAVEL & CONFERENCES	1,091.00	31.00
5300	DUES AND MEMBERSHIPS		45.00
5600	RENTAL,LEASE,REPAIR & NON CAP		1,426.00
5800	PROF/CONS SERV & OPER EXPENSE	28,749.00	1,860.00
7310	TRANSFER OF INDIRECT COSTS	1,562.00	1,013.00
9790	UNASSIGNED/UNAPPROPRIATED	54,901.00	1,333.00

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2014 64

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
	Subfund Total:	116,170.00	116,170.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 18, 2014.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the ____ day of _____, 200__.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2014 65

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

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
Subfund Total:		0.00	0.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 18, 2014.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

<p>The above transfer was approved on the ____ day of _____, 200__.</p> <p style="text-align: center;">APPROVED: Superintendent of Schools, County of Orange: _____ Deputy</p>
--



FOUNTAIN VALLEY SCHOOL DISTRICT

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

Board Meeting
June 18, 2014

Memorandum

TO: Anne Silavs, Assistant Superintendent, Instruction

FROM: Julianne Hoefer, Director, Assessment and Accountability

DATE: June 10, 2014

SUBJECT: **Single Plans for Student Achievement**

Background

California Ed Code and the federal Elementary and Secondary Education Act require School Plans for Student Achievement as a condition for accepting categorical funds, including Title I and Title III. The purpose of school plans is to consolidate school programs and create blueprints to improve academic achievement of all students. This year due to the Local Control Accountability Plan (LCAP) and the desire to solicit input to ensure alignment, the School Plans for Student Achievement were completely rewritten. The eight State Priorities (basic services, implementation of Common Core, course access, student achievement, other student outcomes, parent engagement, school climate, and student engagement) outlined in the LCAP were used to guide the process. The components of the plan remain the same from prior years and include:

- ✓ School Vision and Mission
- ✓ School Profile
- ✓ Comprehensive Needs Assessment Components
- ✓ Description of Barriers and Related School Goals
- ✓ School and Student Performance Data
- ✓ Planned Improvements in Student Performance
- ✓ Summary of Expenditures in this Plan
- ✓ Home/School Compact
- ✓ School Site Council Membership
- ✓ Recommendations and Assurances

Recommendation

It is recommended that the Board of Trustees approve the School Plans for Student Achievement for the following six schools: Fulton, Gisler, Masuda, Newland, Plavan, and Talbert. The other four School Plans were approved at the June 5, 2014 Fountain Valley School District Board meeting.

The Single Plan for Student Achievement

School: Harry C. Fulton Middle School
CDS Code: 30-66498-6027916
District: Fountain Valley School District
Principal: Jennifer Perkins
Revision Date: May 19, 2014

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Jennifer Perkins
Position: Principal
Phone Number: (714) 375-2816
Address: 8778 El Lago Street
Fountain Valley, CA 92708
E-mail Address: PerkinsJ@fvsd.us

The District Governing Board approved this revision of the SPSA on June 18, 2014.

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School Vision and Mission

Harry C. Fulton Middle School's Vision and Mission Statements

A. School Mission Statement

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

B. School Vision Statement

Fulton Middle School is a 6-8 school located in the city of Fountain Valley, in Orange County. Our high quality instructional program is designed to meet the varied needs of the student population. All students receive core curriculum instruction as identified by the Fountain Valley School District and California Common Core State Standards. Instruction is enriched through a variety of special programs and instructional strategies. We offer a core program for identified gifted students and special services for identified special education students. Our staff is committed to high standards for students that will prepare them for their future

At Fulton Middle School, we have made a commitment to provide the best educational program possible for our students. The excellent quality of our program is a reflection of our highly committed staff. We are dedicated to ensuring Fulton Middle School is a welcoming, stimulating environment where students are actively involved in learning academics as well as positive values. Through collaboration, our students will be challenged to reach their maximum potential.

School Profile

Fulton Middle School is a 6-8 middle school serving 850 students. Fulton is located in Fountain Valley, California in the Fountain Valley School District. Unique to Fulton Middle School is that many of the students are the second or third generation to live in the neighborhood and attend Fulton, which accounts for the closeness of the community. Another admirable quality found at Fulton is strong parental involvement. We offer many opportunities for parents to become involved on a regular basis and support the partnership between the home and school connection.

Fulton is a 2009 and 2013 California Distinguished School. We are fortunate to have a staff of 30+ teachers who are dedicated to the education of our students. Our goal is to focus on increasing student achievement through a highly academic, standards-based instructional program, while at the same time, providing a highly enriched educational and social environment for our middle school students.

The Fulton staff spends a great deal of time planning for each school year with the hope of making a positive and successful educational experience for all students. In addition, we recognize the importance of a home-school partnership as a necessary component to ensure the success of our Fulton students. We highly encourage our parents to assist their children by monitoring their daily progress and becoming actively involved in their child's education. Parental involvement and support are key ingredients to making Fulton Middle School one of the finest schools in Orange County.

Student Enrollment - School Demographic Characteristics

Asian	385
Hispanic or Latino	80
White (Not Hispanic)	385
English Language Learners	29
Socio-economically Disadvantaged	131
Special Education	69

*Data reported are the number of students in each racial and ethnic subgroup as reported in Aeries April 28, 2014.

In addition to our general program, Fulton has two full time resource specialist, three special day class teachers, a speech and language pathologist, school counselor and school psychologist. Our Special Education Program has been recognized by the state for the outstanding supports and services they provide students with special needs. The Fulton Special Education team has presented at an ACSA conference regarding closing the achievement gap and their successes.

In addition, Fulton's general education classes offer students a variety of supports, interventions and enrichments. Based on student needs and performance they are placed in English Language Arts and Math courses which support or enrich their skills through the offering of co-taught classes, intervention classes, and GATE or above grade level courses.

Fulton not only offers students a range of academic programs, but extracurricular activities as well. Below is a list of some of the activities students can get involved in:

- Spirit Days
- Classroom Competitions
- Noon League Games
- Assemblies and Pep Rallies
- Dances
- Clubs - homework, community service, guitar and ukulele, gardening, mud club, crochet
- Rockin Lunches
- Student Council
- Cheerleading
- Sports Teams
- Family Science Night
- National Junior Honor Society
- Peer Assistance League

We also have a very active Parent Teacher Association who supports our school in many ways including:

- Student Store
- Fundraisers
- Campus Volunteers
- Monday Envelopes
- Classroom Enhancement Funds
- Technology
- Assemblies
- Library books
- Student Awards and Recognition
- PE Equipment
- Family Nights and Dine Outs

While Fulton School enjoys high levels of student achievement, the staff, parents and administration are all committed to working together for continuous improvement and ways to maximize student learning and development.

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

The Academic Program Survey was administered in Fall 2011 because the District was identified year 1 in Program Improvement. The information gathered from this tool was used to evaluate programs and services available at our school. The District is now in year 3. Annually, the District administers a survey to parents of English learners in order to solicit their input on their perceptions of their student's English development and solicit input on ways to improve the English learner program.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

The Board of Trustees and District administrators value learning and teaching. Throughout the year, District leaders and site administrators make it a priority to visit every classroom multiple times.

Fulton staff and administration values collaborative practices around teaching and learning. To support this practice, the staff engages in monthly peer observations through "Learning Walks."

The Fulton staff participates in the BTSA program, which supports mentor teachers observing beginning teachers as well as beginning teachers observing veteran teachers. These observations help guide beginning teachers in developing good teaching practices.

Analysis of Current Instructional Program

The eight State priority areas listed below are outlined in the Local Control Accountability Plan regulations. These areas will be used to guide discussions regarding the current instructional practices for all students including English learners, socio-economically disadvantaged students, students with disabilities, and foster youth.

1. Conditions of Learning

Basic Services (refer to SARC)

Teachers (SARC Section VII)

Strengths	Needs
All teachers are teaching under a full credential and within their subject area/s of competence.	Maintain 100% compliance rate in this area.

Textbooks (SARC – Section IX)

Strengths	Needs
All students are given their own individual books for classroom/home use. All materials are aligned with State standards and approved by the Board of Trustees.	Materials are aging and need to be replenished on an ongoing basis. Materials, especially in the area of Mathematics, are not yet aligned with the CCSS.

Facilities (SARC – Section VI)

Strengths	Needs
Safe, clean environment for students. Strong coverage from custodial staff, and adequate number of hours employed.	Continue to refine the schedules and practices of custodial staff to ensure a clean and orderly school environment.

Common Core State Standards (CCSS professional development calendar, Interim Assessment results & school related information)

All Students

CCSS

Strengths	Needs
CCSS Staff development in ELA and Math (See professional development calendar) Administrative Training Program - Pivot, Principal Meetings	Ongoing support and training for teachers to integrate technology instruction for SBAC, Next Generation Science Standards, additional instructional resources to support Common Core, collaboration time for teachers to deepen their understanding of CCSS

English Learners

CCSS

Strengths	Needs
Teachers using SDAIE strategies to support EL's in the classroom through standard implementation along with their typical peers.	Very little PD in this specific area. No PD overlap between new ELD standards and CCSS standards.

English Language Development (ELD)

Strengths	Needs
Materials and training for direct ELD (English Language Development) instruction	No specific ELD provided once students hit the Intermediate & Above levels.

Fountain Valley School District Common Core State Standards Interim Assessments
English Language Arts

Strengths	Needs
ELA Assessments have been crafted and administered.	Teacher training in how to manage/use assessment data to inform their instruction. Time to reflect and adjust assessments as needed.

Math

Strengths	Needs
Math Assessments have been crafted and administered.	Teacher training in how to manage/use their use assessment data to inform their instruction. Time to reflect and adjust assessments as needed.

Course Access (middle school Master Schedule/Elementary school instructional minutes, Bilingual Tutor schedules. Special Education schedules)

All Students

Strengths	Needs
All students have access to core—ELA/Math/SCI/HSS	Consistent electives across all middle schools to include Visual Performing Arts, Spanish, Art, Drama, Public Speaking, Woodshop, Computer, Music

English Learners

Strengths	Needs
All teachers use accommodations/engagement strategies makes mainstreaming of all courses possible/successful. Also co-taught classes offer more supportive ELA/MATH class option	ELD Support electives/continue math and writing support electives Purchase curriculum for writing support and teacher training

Low Income Students

Strengths	Needs
All teachers use accommodations/engagement strategies makes mainstreaming of all courses possible/successful. Also co-taught classes offer more supportive ELA/MATH class option	Continue math, writing and support electives Purchase curriculum for writing support and teacher training

Students with Disabilities

Strengths	Needs
All teachers use accommodations/engagement strategies makes mainstreaming of all courses possible/successful. Also co-taught classes offer more supportive ELA/MATH class option	Continue math, writing and support electives Purchase curriculum for writing support and teacher training

California English Language Development Test (SPSA School and Student Performance Data)

AMAO 1

Strengths	Needs
In 2012-13, 81.3% of students meet the AMAO 1 target – increase one EL level in one year, until student reaches EA or A	Better tracking and monitoring of student progress and achievement on SBAC/benchmark tests to support needed growth

AMAO 2

Strengths	Needs
In 2012-13, 21.4% of students meet the NCLB target for AMAO 2 – RFEB in 5 years or less of instruction	Decrease the gap and monitor student progress to support them in growth needed to reclassify.

Reclassified Rates (Aeries report)

Strengths	Needs
Percentage of students reclassified over the past three years ranges between 16% and 34% which is high in comparison to district-wide rates (15-16%)	Continue to embed SDAIE strategies to support growth of EL students. Provide support electives where needed.

California Physical Fitness Test (SARC – Section III)

Strengths	Needs
Over the past three years, students in the unhealthy fitness zone have decreased, with most students improving in the areas of flexibility, aerobic capacity	Students need more education on healthy body mass index levels. Body composition is our weak area.

Other Student Outcomes (Illuminate)

Dibels Next

All Students

Strengths	Needs
New writing benchmarks established and system in place to monitor progress.	Ongoing teacher training on consistency of rubric scoring and implementation.

English learners

Strengths	Needs

Socioeconomically Disadvantaged (Low Income)

Strengths	Needs

Students with Disabilities

Strengths	Needs

2. Pupil Outcomes

Adequate Yearly Progress (SPSA School and Student Performance Data)

All Students

Strengths	Needs
During past three years, participation has been consistent at 100%. ELA % proficient or advanced: 6th grade: 89 7th grade: 91 8th grade: 84 Math % proficient or advanced: 6th grade: 84 7th grade: 75 7th Alg: 94 8th Alg: 69 Geometry:96	AYP Criteria (ELA 89.2%, Math 89.5%) 2013 AYP met in both areas

White

Strengths	Needs
84.1% prof or adv in ELA, 67.6% in math	AYP Criteria (ELA 89.2%, Math 89.5%) not met in 2013.

Asian

Strengths	Needs
91.6% prof or adv in ELA, 88.1% in math	AYP Criteria (ELA 89.2%, Math 89.5%) met in 2013.

Hispanic

Strengths	Needs
81.8% prof or adv in ELA, 66.2% in math	AYP Criteria (ELA 89.2%, Math 89.5%) not met 2013.

English Learners

Strengths	Needs
73.3% prof or adv in ELA, 71.1% in math	AYP Criteria (ELA 89.2%, Math 89.5%) not met in 2013. There remains an achievement gap in comparison to other groups.

Socioeconomically Disadvantaged (Low Income)

Strengths	Needs
84.7% prof or adv in ELA, 74.8% in math	AYP Criteria (ELA 89.2%, Math 89.5%) not met in 2013. There remains an achievement gap in comparison to other groups.

Students with Disabilities

Strengths	Needs
69% prof or adv in ELA, 37.5% in math	There remains an achievement gap.

Academic Performance Index (SPSA School and Student Performance Data)

All Students

Strengths	Needs
During past three years, API grew +19 to 931. State target was also met each year.	

White

Strengths	Needs
Current API is 903. During past two years, API grew +5 points.	

Asian

Strengths	Needs
Current API is 968. During past two years, API grew +6 points.	

Hispanic

Strengths	Needs
Current API is 901. During past two years, API grew +62 points.	

English Learner

Strengths	Needs
Current API is 882. During past two years, API grew +45 points.	

Socioeconomically Disadvantaged (Low Income)

Strengths	Needs
Current API is 908. During past two years, API grew +62 points.	

Students with Disabilities

Strengths	Needs
Current API is 737. During past two years, API grew +21 points.	

Writing Benchmarks (Illuminate – In Progress)

Narrative

Strengths	Needs

Argument (Opinion)

Strengths	Needs

Information/Explanatory

Strengths	Needs

3. Engagement

Parent Involvement (School Information): Team Feedback: Available Docs

Strengths	Needs
Strong community of committed, involved parents take on a majority of events/school needs.	Need to focus on recruitment of new, incoming parents from the elementary school. Brainstorm strategies to “entice” parents new and existing parents.

Student Engagement (reger to Aeries)

Attendance (Aeries)

Strengths	Needs
Student attendance has remained steady at 97%. School newsletter highlights the importance of attendance and ADA, unless a student is truly ill.	Continue to educate parents on long-term effects of high absenteeism.

Chronic Absenteeism (Aeries)

Strengths	Needs
Compared to state averages, our chronic absenteeism is lower.	Fulton’s rate of chronic absenteeism is 4.51%. Educating parents and enforcing attendance guidelines with regards to contracts to decrease this percentage. Communicate with the community the importance of taking vacations during non-school times as this impacts those represented in chronic absenteeism.

School Climate

Suspensions (Aeries)

Strengths	Needs
Student suspension rates have diminished over the last three years.	Continue to look for alternatives to out-of-house suspensions.

Expulsions (Aeries)

Strengths	Needs
Student expulsions have been used effectively to comply with zero tolerance laws and to maximize security on campus.	Continue with fair, consistent, fully articulated progressive discipline policy.

Survey (California Healthy Kids Survey Results and school surveys)

Strengths	Needs
<ul style="list-style-type: none"> • 42% perceive Caring relationships w/teacher or other adult (31% Statewide) • 60% perceive High expectations from teacher or other adult (45% Statewide) • School Connectedness Scale = 71% vs. Statewide 39% 	<ul style="list-style-type: none"> • Only 34% perceive themselves to be “Very safe” when at school...needs to be higher. (18% Statewide) • Only 17% perceive opportunities for meaningful participation at school...needs to be higher. (16% Statewide.)

Description of Barriers and Related School Goals

Description of possible barriers related to goal: Implementation of Common Core State Standards

- Current lack of data to analyze
- Lack of time for collaboration within departments and grade levels
- Need for additional professional growth and development in subject specific areas as well as in the technology needed and used in the implementation of SBAC testing
- Need for ongoing professional development with regards to CCSS
- Need aligned SBE materials

Description of possible barriers related to goal: Student Achievement

- Current lack of data to analyze
- Need for additional professional development on CCSS strategies
- Need for refinement of benchmark assessments to support students and teachers in preparing for SBAC assessment model
- Continued professional development for teachers that is subject specific
- Need aligned SBE materials

Description of possible barriers related to goal: Parent Involvement

- Parent involvement and PTA membership tends to decrease from elementary school to middle school
- Language Barrier with EL parents
- Lack of involvement opportunities that are convenient

Description of possible barriers related to goal: Student Engagement and School Climate

- Need for development of additional, consistent student recognition programs
- Increase the availability of during and afterschool activities and clubs that students can be involved to increase their connectedness to the school.
- Communication with parent of the importance of regular attendance.

School and Student Performance Data

Academic Performance Index by Student Group

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Number Included	796	845	836	418	403	358	3	5	5	288	345	371
Growth API	916	927	931	898	901	903				962	967	968
Base API	912	916	929	892	899	905				965	962	967
Target	A	A	A	A	A	A				A	A	A
Growth	4	11	2	6	2	-2				-3	5	1
Met Target	Yes	Yes	Yes	Yes	Yes	Yes				Yes	Yes	Yes

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Number Included	64	71	77	74	88	90	114	135	159	75	79	72
Growth API	839	896	901	837	887	882	846	893	907	716	712	737
Base API	855	839	896	824	837	888	856	846	894	668	716	720
Target								A	A			
Growth								47	13			
Met Target								Yes	Yes			

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

English-Language Arts Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	99	100	99	99	99	100	100	100	80	100	100	100
Number At or Above Proficient	674	735	731	346	339	301	--	--		261	318	340
Percent At or Above Proficient	84.7	87.0	87.5	82.8	84.1	84.1	--	--	--	90.6	92.2	91.6
AYP Target: ES/MS	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2
Met AYP Criteria	Yes	Yes	Yes	Yes	Yes	No	--	--	--	Yes	Yes	Yes

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	99	100	97	100	100	100	99	100	100	97	98	94
Number At or Above Proficient	46	56	63	50	64	66	77	104	134	40	49	49
Percent At or Above Proficient	71.9	78.9	81.8	67.6	72.7	73.3	67.5	77.0	84.3	53.3	62.0	69.0
AYP Target: ES/MS	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2
Met AYP Criteria	--	--	--	--	--	--	Yes	Yes	Yes	--	--	--

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

Mathematics Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	99	100	100	99	99	100	100	100	100	99	100	100
Number At or Above Proficient	625	633	642	305	263	242	--	--		260	304	327
Percent At or Above Proficient	79.0	74.9	76.8	73.5	65.3	67.6	--	--	--	90.6	88.1	88.1
AYP Target: ES/MS	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5
Met AYP Criteria	Yes	No	Yes	Yes	No	Yes	--	--	--	Yes	Yes	Yes

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	98	100	98	98	100	100	99	99	100	97	98	97
Number At or Above Proficient	40	48	51	50	66	64	80	93	119	38	34	27
Percent At or Above Proficient	63.5	67.6	66.2	69.4	75.0	71.1	70.2	68.9	74.8	50.7	43.0	37.5
AYP Target: ES/MS	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5
Met AYP Criteria	--	--	--	--	--	--	Yes	No	Yes	--	--	--

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

CELDT (Annual Assessment) Results

Grade	2012-13 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
6	4	36	4	36	3	27					11
7			8	80					2	20	10
8	7	64	3	27	1	9					11
Total	11	34	15	47	4	13			2	6	32

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

CELDT (All Assessment) Results

Grade	2012-13 CELDT (All Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
6	4	33	4	33	3	25			1	8	12
7	2	15	8	62					3	23	13
8	8	67	3	25	1	8					12
Total	14	38	15	41	4	11			4	11	37

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2010-11	2011-12	2012-13
Number of Annual Testers	29	31	32
Percent with Prior Year Data	100.0%	100.0%	100.0%
Number in Cohort	29	31	32
Number Met	--	23	26
Percent Met	--	74.2%	81.3%
NCLB Target	54.6	56.0	57.5
Met Target	*	Yes	Yes

AMAO 2	Attaining English Proficiency					
	2010-11		2011-12		2012-13	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	4	28	5	26	8	26
Number Met	--	--	--	--	--	--
Percent Met	--	--	--	--	--	--
NCLB Target	18.7	43.2	20.1	45.1	21.4	47.0
Met Target	*	*	*	*	*	*

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2010-11	2011-12	2012-13
English-Language Arts			
Met Participation Rate	--	--	--
Met Percent Proficient or Above	--	--	--
Mathematics			
Met Participation Rate	--	--	--
Met Percent Proficient or Above	--	--	--

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2010-11	2011-12	2012-13
Number of Annual Testers	627	623	635
Percent with Prior Year Data	100	100.0	100.0
Number in Cohort	627	623	635
Number Met	455	493	504
Percent Met	72.6	79.1	79.4
NCLB Target	54.6	56.0	57.5
Met Target	Yes	Yes	Yes

AMAO 2	Attaining English Proficiency					
	2010-11		2011-12		2012-13	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	587	194	597	150	626	162
Number Met	247	139	312	112	326	120
Percent Met	42.1	71.6	52.3	74.7	52.1	74.1
NCLB Target	18.7	43.2	20.1	45.1	21.4	47.0
Met Target	Yes	Yes	Yes	Yes	Yes	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2010-11	2011-12	2012-13
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	Yes	Yes	No
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	Yes	Yes	No
Met Target for AMAO 3	Yes	Yes	No

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Implementation of Common Core State Standards
LEA GOAL:
Goal 2: All students will have access to textbooks and instructional materials aligned to the Common Core State Standards (CCSS), California English Language Development (ELD), and Next Generation Science Standards (NGSS). Goal 4: To support effective implementation of the CCSS, provide professional development that includes specialized training, team planning within and across grade levels, and classroom visitations within and among schools. Goal 6: Provide the necessary technology hardware and infrastructure for the implementation of the CCSS and Smarter Balanced assessments, including personnel to provide technical support.
SCHOOL GOAL #1:
To support implementation of the Common Core State Standards, Fulton Middle School will incorporate professional development, technology integration, and when available new Common Core State Standards aligned instructional materials.
Data Used to Form this Goal:
Instructional Materials: textbook adoption process and committee membership Professional Development: CCSS Steering Committee, calendar, interim assessments, Professional Development calendar, staff meeting agendas, learning walk observations Technology: technology survey, device student ratio, Chromebook cart schedules, computer based classes - course syllabi
Findings from the Analysis of this Data:
Description of possible barriers related to goal: Implementation of Common Core State Standards <ul style="list-style-type: none">• Current lack of data to analyze• Lack of time for collaboration within departments and grade levels• Need for additional professional growth and development in subject specific areas as well as in the technology needed and used in the implementation of SBAC testing• Need for ongoing professional development with regards to CCSS• * Need aligned SBE materials
How the School will Evaluate the Progress of this Goal:
Instructional Materials: textbook adoption process and committee membership Professional Development: CCSS Steering Committee, calendar, interim assessments, Professional Development calendar, staff meeting agendas, learning walk observations Technology: technology survey, device student ratio, Chromebook cart schedules, computer based classes - course syllabi

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Participate in District provided Common Core State Standards Professional Development	9/2013 - 6/2016	Teachers, Site Administrators	substitutes stipends	1000-1999: Certificated Personnel Salaries	Common Core	10,308
Schedule regular Learning Walks throughout the school year in which classroom teachers are visiting other classroom teachers with the focus on giving each other feedback	9/2013-6/2016	Teachers, Site Administrators	substitutes Stipends	1000-1999: Certificated Personnel Salaries	Title I	3,794
Monthly Co-teacher planning time	9/2013 - 6/2016	Teachers, Site Administrator	No additional expenses associated with this action			
Participate in School Site provided Common Core State Standards Professional Development	9/2013 - 6/2016	Teachers, Site Administrator	No additional expenses associated with this action			
Increase student access to student devices - improve student device ratio	9/2013 - 6/2016	teachers, site administrators, district administrators	computers mice headphones	5000-5999: Services And Other Operating Expenditures	Common Core	70,205
Pilot Common Core State Standards Math materials	9/2014 - 6/2015	pilot teachers	substitutes stipend costs	1000-1999: Certificated Personnel Salaries	Common Core	2,068
Purchase Common Core Math Materials	Spring 2015	district administrators	instructional materials	4000-4999: Books And Supplies	Common Core	66,597
Implement and participate in Common Core State Standards Math materials professional development	9/2015 - 6/2016	teachers site administrators district administrators	substitutes stipend costs	1000-1999: Certificated Personnel Salaries	District Funded	4,123
Pilot Common Core State Standards English Language Arts materials	9/2015 - 6/2016	pilot teachers	substitutes stipends	1000-1999: Certificated Personnel Salaries	District Funded	2,068
Purchase Common Core State Standards English Language Arts Materials	Spring 2016	district administrators	instructional materials	4000-4999: Books And Supplies	District Funded	66,597

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Common Core State Standards professional development for administrators (Pivot training).	09/2013-06/2014	Site Administrators District Administrators	presenter fees	5000-5999: Services And Other Operating Expenditures	Common Core	1,500
Refresh existing staff devices and classroom technology	09/2013-06/2016	Site Administrators District Administrators	laptops printers	5000-5999: Services And Other Operating Expenditures	District Funded	70,205
Technology professional development	09/2013-06/2016	teachers site administrators district administrators	substitutes stipends presenter fees	1000-1999: Certificated Personnel Salaries	District Funded	1,000

Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Achievement
LEA GOAL:
Goal 9: Students will demonstrate achievement in English language arts and math equal to or greater than the State average. Goal 10: Reduce the Achievement Gap in English language arts and math that exists among student groups equal to or greater than the State average.
SCHOOL GOAL #2:
All students, including significant subgroups will demonstrate achievement equal to or greater than the state average in English Language Arts and math, thereby addressing the achievement gap.
Data Used to Form this Goal:
Smarter Balanced Assessment Writing Benchmarks Read 180 CELDT AMAO 1 and 2 AYP API
Findings from the Analysis of this Data:
Description of possible barriers related to goal: Student Achievement <ul style="list-style-type: none">• Current lack of data to analyze• Need for additional professional development on CCSS strategies• Need for refinement of benchmark assessments to support students and teachers in preparing for SBAC assessment model• Continued professional development for teachers that is subject specific• * Need aligned SBE materials
How the School will Evaluate the Progress of this Goal:
Smarter Balanced Assessment Writing Benchmarks Read 180 CELDT AMAO 1 and 2 AYP API

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Provide targeted students with a co-taught General Education Math and ELA classes or Read 180 class for additional support	9/2013-6/2016	teachers, site administrators, district administrators	No additional expenses associated with this action			
Provide targeted students with Math and ELA intervention classes in lieu of electives	9/2013-6/2016	teachers, site administrators	No additional expenses associated with this action			
Provide on-going direction, training and support for co-taught classrooms and teachers. This professional development will also be geared in developing cohesiveness between teachers and define the roles each should fill in the classroom.	9/2013-6/2016	teachers, site administrators, district administrators	No additional expenses associated with this action			
Provide students who are English Language Learners with daily embedded support and SDAIE strategies.	9/2013 - 6/2016	teachers, site administrators	No additional expenses associated with this action			
Create a master schedule that supports the needs of all students, from GATE and advanced placement to supporting those with academic needs.	9/2013 - 6/2016	teachers, site administrators	No additional expenses associated with this action			
Check in / Check out system for at-risk students	9/2013 - 6/2016	teachers, site administrators	No additional expenses associated with this action			
Progress monitoring throughout the year by scheduling "Learning Walks" with the focus on giving each other feedback	9/2013 - 6/2016	teachers, site administrators	Expense captured in Goal 1			
Analyze and disaggregate student achievement data in English language development, English/language arts, and mathematics in order to provide timely intervention and close the achievement gap	9/2013 - 6/2016	teachers, site administrators	renewal fees	5000-5999: Services And Other Operating Expenditures	LCFF-EL	3,180

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Purchase supplemental instructional materials to support CCSS implementation	9/2013 - 6/2016	teachers, site administrators	CCSS Steering Committee selected supplemental instructional materials	4000-4999: Books And Supplies	District Funded	5,000
Participate in school library program	9/2013 - 6/2016	library media technician	personnel	2000-2999: Classified Personnel Salaries	District Funded	6,364

Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Parent Involvement
LEA GOAL:
Goal 11: Increase parent engagement and involvement of historically underserved and other high needs student populations.
SCHOOL GOAL #3:
Increase involvement of parents from traditionally underrepresented subgroups with regards to school activities and home school communication.
Data Used to Form this Goal:
Involvement: School Site Council roster, PTA roster, PTA sign in, ELAC sign in, Parent Education Night Sign In, Volunteer lists, school activities, conferences Communication: E-mail blasts, marquee, newsletter, PTA, ELAC, SSC meetings
Findings from the Analysis of this Data:
Description of possible barriers related to goal: Parent Involvement <ul style="list-style-type: none"> • Parent involvement and PTA membership tends to decrease from elementary school to middle school • Language Barrier with EL parents • Lack of involvement opportunities that are convenient
How the School will Evaluate the Progress of this Goal:
School Site Council documentation; English Learner Advisory documentation; District English Learner Advisory documentation; Number of parent education opportunities; meeting sign ins, agendas, and resources; expenditures for interpretation, translation, and childcare; responses to parent surveys

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Continue to provide a bilingual Community Liaison to support parent outreach	9/2011-6/2014	district staff	personnel	2000-2999: Classified Personnel Salaries	LCFF-EL	4,100
Utilize technology and social media to communicate with parents, promote involvement, and solicit input	9/2013 - 6/2016	district staff, site administrator	personnel annual service agreement	2000-2999: Classified Personnel Salaries	District Funded	10,120

Planned Improvements in Student Performance

School Goal #4

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Engagement and School Climate
LEA GOAL:
Goal 12: Reduce chronic absenteeism. Goal 14: Expand behavioral interventions to further reduce student suspension and expulsion rates. Goal 15: Increase meaningful student participation.
SCHOOL GOAL #4:
Create a learning environment and school climate which improves student's attendance, connection and overall involvement in all aspects of their education.
Data Used to Form this Goal:
Daily attendance rates, chronic absenteeism information, suspension rates, California Healthy Kids Survey
Findings from the Analysis of this Data:
Description of possible barriers related to goal: Student Engagement and School Climate <ul style="list-style-type: none"> • Need for development of additional, consistent student recognition programs • Increase the availability of during and afterschool activities and clubs that students can be involved to increase their connectedness to the school. • Communication with parent of the importance of regular attendance.
How the School will Evaluate the Progress of this Goal:
Daily attendance rates, chronic absenteeism information, suspensions, California Healthy Kids Survey results

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Educate parents regarding legalities related to absenteeism	9/2013-6/2016	teachers, site administrators	No additional expense associated with the action			
Provide health services to support attendance for high needs student populations	9/2013-6/2016	school staff, site administrator, district staff	personnel	1000-1999: Certificated Personnel Salaries	District Funded	4,200
Analyze suspension information to identify patterns in misconduct and/or student demographics	9/2013-6/2016	site administrator, district staff	No additional expense associated with the action			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Implementation of during and afterschool clubs	9/2013-6/2016	site administration, activities director, PTA, teacher	Personnel	1000-1999: Certificated Personnel Salaries	Parent-Teacher Association (PTA)	10,000
Activities organized student council to promote student engagement and school spirit	9/2013-6/2016	activities director, student council, site administrators	No additional expense associated with the action			
Implement Positive Behavior Intervention Systems (PBIS) in order to reduce classroom disruptions and create a positive environment for student learning.	5/2012-6/2015	site administration, teachers	No additional expense associated with the action			

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
1000-1999: Certificated Personnel Salaries	Common Core	12,376.00
1000-1999: Certificated Personnel Salaries	District Funded	11,391.00
1000-1999: Certificated Personnel Salaries	Parent-Teacher Association (PTA)	10,000.00
1000-1999: Certificated Personnel Salaries	Title I	3,794.00
2000-2999: Classified Personnel Salaries	District Funded	16,484.00
2000-2999: Classified Personnel Salaries	LCFF-EL	4,100.00
4000-4999: Books And Supplies	Common Core	66,597.00
4000-4999: Books And Supplies	District Funded	71,597.00
5000-5999: Services And Other Operating	Common Core	71,705.00
5000-5999: Services And Other Operating	District Funded	70,205.00
5000-5999: Services And Other Operating	LCFF-EL	3,180.00

Summary of Expenditures in this Plan

Total Expenditures by Funding Source

Funding Source	Total Expenditures
Common Core	150,678.00
District Funded	169,677.00
LCFF-EL	7,280.00
Parent-Teacher Association (PTA)	10,000.00
Title I	3,794.00

Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
1000-1999: Certificated Personnel Salaries	37,561.00
2000-2999: Classified Personnel Salaries	20,584.00
4000-4999: Books And Supplies	138,194.00
5000-5999: Services And Other Operating Expenditures	145,090.00

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	298,465.00
Goal 2	14,544.00
Goal 3	14,220.00
Goal 4	14,200.00

Home/School Compact

It is important that families and schools work together to help students achieve high academic standards. Through a process that included teachers, families, and students, the following are agreed upon roles and responsibilities that we, as partners, will carry out to support student success in school and life.

Student Pledge:

I realize that my education is important. I know I am the one responsible for my own success. Therefore, I agree to carry out the following responsibilities to the best of my ability:

_____ I will return completed homework on time.

_____ When I am absent, it is my responsibility to communicate with my teachers or follow their absent procedures to ensure I make up missed assignments.

_____ I will communicate my academic progress with my parents through the use of School Loop and/or return corrected work and tests.

_____ I will follow the Fulton Honor Code policy and always do my own work.

_____ I will arrive at school on time every day unless I am ill.

_____ I will be responsible for my own behavior and show respect to all people and objects.

_____ I will be a cooperative learner by participating in class and following directions

_____ I will be kind and respectful to others.

Student's Signature _____ Date _____

Parents Pledge:

I understand that my participation in my child's education will help his/her achievement and attitude. Therefore, I agree to carry out the following responsibilities to the best of my ability:

_____ I will provide a quiet time and place for my child to study.

_____ I will encourage my child to complete his/her homework.

_____ I will make sure my child gets an adequate night's sleep.

_____ I will see to it that my child arrives at school on time every day (between 7:50 and 8:05)

_____ I will stay informed about my child's progress through the use of School Loop or another means of communication.

_____ I will attend Back to School Night, Parent Conferences, and Open House.

_____ I will support the school/district policies on homework, discipline and attendance.

Parent's Signature _____ Date _____

Staff Pledge:

We understand the importance of the school experience to every child and our role as teachers and models. Therefore, we agree to carry out the following responsibilities to the best of our ability:

- I will teach all the necessary concepts to your child before regular homework is assigned.
- I will strive to be aware of the individual needs of your child.
- I will regularly communicate with you regarding your child's progress through School Loop, progress reports, and report cards.
- I will provide a safe and positive learning environment for your child.

Everyone Will...

- Be equal partners to achieve successful learning.
- Communicate clearly, regularly and respectfully regarding roles and responsibilities.

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Jennifer Perkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Matt Ploski	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gayle Parra	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Connie Yu	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jenny Jareb	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michele Borges	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laura Giuntoli	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cassandra Young	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Barbra Wittick	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sara Van Alst	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Grant Eichinger	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kent Bewley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Numbers of members of each category:	1	4	1	3	3

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s) to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply):**

- | | |
|--|--------------------|
| <input type="checkbox"/> State Compensatory Education Advisory Committee | _____
Signature |
| <input checked="" type="checkbox"/> English Learner Advisory Committee | _____
Signature |
| <input type="checkbox"/> Special Education Advisory Committee | _____
Signature |
| <input type="checkbox"/> Gifted and Talented Education Program Advisory Committee | _____
Signature |
| <input type="checkbox"/> District/School Liaison Team for schools in Program Improvement | _____
Signature |
| <input type="checkbox"/> Compensatory Education Advisory Committee | _____
Signature |
| <input type="checkbox"/> Departmental Advisory Committee (secondary) | _____
Signature |
| <input type="checkbox"/> Other committees established by the school or district (list): | _____
Signature |

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on May 19, 2014.

Attested:

Jennifer Perkins		
Typed Name of School Principal	Signature of School Principal	Date

Jennifer Perkins		
Typed Name of SSC Chairperson	Signature of SSC Chairperson	Date

The Single Plan for Student Achievement

School: Robert Gisler Elementary School
CDS Code: 30-66498-6027973
District: Fountain Valley School District
Principal: Erin Bains
Revision Date: May 8, 2014

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Erin Bains
Position: Principal
Phone Number: (714) 378-4211
Address: 18720 Las Flores Street
Fountain Valley, CA 92708
E-mail Address: BainsE@fvsd.us

The District Governing Board approved this revision of the SPSA on June 18, 2014.

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School Vision and Mission

Robert Gisler Elementary School's Vision and Mission Statements

MISSION STATEMENT:

The mission of Gisler School is a commitment to provide a safe and academically challenging environment for all students. It is our expectation that all students will succeed in the acquisition of basic academic and social skills to become life-long learners and quality citizens. Certificated and classified staff along with our parent community are dedicated to assisting all students in achieving this mission.

VISION STATEMENT:

The success of our Gisler Elementary School depends on the commitment of all staff (administrators, teachers, and support staff) to high quality standards, expectations and performances.

We believe all students can learn and are each a valued individual with unique physical, social, emotional, and intellectual needs. Professional development is an integral part of our ongoing plan for continuous improvement; curriculum development, design of instructional activities, and the use of assessment measures are focused on providing learning opportunities and feedback systems that enable students to achieve success. Effective collaboration and communication with families as partners in the education of their children is essential to the success of Gisler Elementary School.

School Profile

Robert Gisler Elementary School is a K-5 elementary school serving approximately 545 students. Gisler School is located in the Fountain Valley School District in Orange County. Gisler students represent a cross-section of cultural, racial and ethnic backgrounds, displaying various levels of abilities from Gifted to At-risk. All students receive core curriculum instruction as identified by the Fountain Valley School District and Common Core State Standards. Teachers work collaboratively to design an instructional program to meet the specific needs of students using research-based instructional practices, strategies, and techniques. Gisler is committed to every student reaching a level of proficient performance in order to prepare him/her for the future. Strong parent involvement is evident and supports the vital partnership between home and school.

School Demographics:

Asian 23.0%

Hispanic or Latino 17.2%

White (not Hispanic) 65.4%

Socioeconomically Disadvantaged 13.5%

English Learners 10.5%

Students with Disabilities 8.2%

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Gisler Elementary school uses surveys to collect data from the community. We collect EL surveys as well as PTO surveys.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

The Board of Trustees and District administrators value learning and teaching. Throughout the year, District leaders make it a priority to visit every school multiple times. The principal conducts classroom visits on a regular basis both formally and informally.

Analysis of Current Instructional Program

The eight State priority areas listed below are outlined in the Local Control Accountability Plan regulations. These areas will be used to guide discussions regarding the current instructional practices for all students including English learners, socio-economically disadvantaged students, students with disabilities, and foster youth.

1. Conditions of Learning

Basic Services (refer to SARC)

Teachers (SARC Section VII)

Strengths	Needs
<ul style="list-style-type: none"> All teachers are qualified/credentialed; none teaching outside the credentialed area. 	<ul style="list-style-type: none"> Time to work with Common Core and continue to work with Differentiated Instruction during grade level meetings, prep time and staff development.

Textbooks (SARC – Section IX)

Strengths	Needs
<ul style="list-style-type: none"> Textbooks for all subject areas are available for all students 	<ul style="list-style-type: none"> Current materials are not aligned to the Common Core Non-fiction informational text needed in library and classrooms Non Fiction Magazines: Time 4 Kids, Scholastic, Weekly Reader

Facilities (SARC – Section VI)

Strengths	Needs
<ul style="list-style-type: none"> Regular garden maintenance by our district grounds workers Kindergarten, primary, and upper grades have access to playground equipment and open grass areas. Solar panels 	<ul style="list-style-type: none"> Custodial cleaning and on-going maintenance of cleaning needs improvement. Repainting of games on playground Heavy/deep cleaning (carpets, vents, etc.) more often throughout the year Air conditioning Mounted projectors with larger screens and regular maintenance Extra light bulbs for projectors that are kept on campus New teacher chairs Upgraded student furniture to make flexible groupings throughout the day easier

Common Core State Standards (CCSS professional development calendar, Interim Assessment results & school related information)

All Students

CCSS

Strengths	Needs
<ul style="list-style-type: none"> CCSS staff development in ELA and Math. (See professional development calendar) Principal Training Program – Pivot, Principal Meetings, Cotsen Principal Trainings 	<ul style="list-style-type: none"> More instructional resources to support Common Core Collaboration time for teachers to deepen their understanding with CCSS (planning time, visiting other schools/districts) Training: Jr. Great Books, Readers’ Workshop, Words their Way, CGI, Angela Tran, Fosnot Materials: Jr. Great Books, Fosnot, Number Talk Books, math manipulatives, class sets of small white boards. Online Subscriptions: Sumdog, Brainpop, Raz kids

English Learners

CCSS

Strengths	Needs
<ul style="list-style-type: none"> Bilingual aide support EL students have plenty of collaborative opportunities with native speakers. 	<ul style="list-style-type: none"> Lack of State adopted materials Limited bilingual aide supports

English Language Development (ELD)

Strengths	Needs
<ul style="list-style-type: none"> EL Words their Way 	<ul style="list-style-type: none"> No Common Core aligned ELD materials

Fountain Valley School District Common Core State Standards Interim Assessments

English Language Arts

Strengths	Needs
<ul style="list-style-type: none"> Teacher involvement. The Common Core Steering Committee worked to align the Interim Assessments with the new Common Core 	<ul style="list-style-type: none"> Time to reflect and adjust assessments as needed.

Math

Strengths	Needs
<ul style="list-style-type: none"> Teacher involvement. The Common Core Steering Committee worked to align the Interim Assessments with the new Common Core ST Math implementation and incentive programs 	<ul style="list-style-type: none"> Time to reflect and adjust assessments as needed.

Course Access (middle school Master Schedule/Elementary school instructional minutes, Bilingual Tutor schedules. Special Education schedules)

All Students

Strengths	Needs
<ul style="list-style-type: none"> ELA/Math block consistent across grade levels. ST Math key component of student curriculum access Greater emphasis nonfiction, informational text Differentiated, small group Instruction 	<ul style="list-style-type: none"> Grade level consistency in Differentiated Instruction/small group implementation. Cross grade articulation meetings on a regular basis

English Learners

Strengths	Needs
<ul style="list-style-type: none"> Bilingual aide support Collaborative grouping opportunities Students appropriately identified Small group instruction 	<ul style="list-style-type: none"> Limited time with bilingual aide support and recess conflicts

Low Income Students

Strengths	Needs
<ul style="list-style-type: none"> Equal access Small group instruction 	<ul style="list-style-type: none"> More support and intervention opportunities need to be available for our low income students. Counseling and emotional support

Students with Disabilities

Strengths	Needs
<ul style="list-style-type: none"> Students appropriately placed per IEP; including inclusion when appropriate and feasible IEP goals are attainable for each student Small group instruction 	<ul style="list-style-type: none"> Conflict of RSP pull-out schedule to maximize student learning

California English Language Development Test (SPSA School and Student Performance Data)

AMAO 1

Strengths	Needs
<ul style="list-style-type: none"> 89.4% met AMAO1 target in 2013 	

AMAO 2

Strengths	Needs
<ul style="list-style-type: none"> 60.8% met AMAO2 target in 2013 	

Reclassified Rates (Aeries report)

Strengths	Needs
	<ul style="list-style-type: none"> Inconsistent scores: 13%-22%-10%

California Physical Fitness Test (SARC – Section III)

Strengths	Needs
<ul style="list-style-type: none"> 88.3% are meeting at least 4 of the 6 fitness standards Tasty Tuesdays. Noon Leagues 	<ul style="list-style-type: none"> Goal of 100% meeting 4 of 6 standards Adhering to P.E. required minutes

Other Student Outcomes (Illuminate)

Dibels Next

All Students

Strengths	Needs
<ul style="list-style-type: none"> DIBELS across all grade levels DIBELS Next used to identify students who may need support/intervention School wide Leveled Reader scores with Fountas and Pinnell 	<ul style="list-style-type: none"> Time to assess all students in the beginning of the year as well as throughout the year

English learners

Strengths	Needs

Socioeconomically Disadvantaged (Low Income)

Strengths	Needs

Students with Disabilities

Strengths	Needs

2. Pupil Outcomes

Adequate Yearly Progress (SPSA School and Student Performance Data)

All Students

Strengths	Needs
<ul style="list-style-type: none"> • ELA: 80.6-77.6 @ or above grade level • Math: 74.8-79.4 @ or above grade level • Met API criteria 	<ul style="list-style-type: none"> • Higher percentage needed to reach 89.2 in ELA • Did not meet AYP criteria

White

Strengths	Needs
<ul style="list-style-type: none"> • ELA: 83-80-79.4 @ or above grade level • Math: 76.5-79.1 @ or above grade level • Met API Criteria 	<ul style="list-style-type: none"> • Higher percentage needed to reach 89.2 in ELA • Did not meet AYP criteria

Asian

Strengths	Needs
<ul style="list-style-type: none"> • ELA: 81.2-76.7 @ or above grade level • Math: 82.6-87.7 @ or above grade level • Met API criteria 	<ul style="list-style-type: none"> • Higher percentage needed to reach 89.2 in ELA • Did not meet AYP criteria

Hispanic

Strengths	Needs
<ul style="list-style-type: none"> • ELA: 70.4-73.7 @ or above grade level • Math: 61.1-73.7 @ or above grade level 	<ul style="list-style-type: none"> • Not a significant subgroup

English Learners

Strengths	Needs
<ul style="list-style-type: none"> • ELA: 72.1-66.0 @ or above grade level • Math: 72.1-82.0-79.4 @ or above grade level 	<ul style="list-style-type: none"> • Not a significant subgroup

Socioeconomically Disadvantaged (Low Income)

Strengths	Needs
<ul style="list-style-type: none"> • ELA: 65.8-60.0 @ or above grade level • Math: 63.2-66.7 @ or above grade level 	<ul style="list-style-type: none"> • Not a significant subgroup

Students with Disabilities

Strengths	Needs
<ul style="list-style-type: none"> • ELA: 42.0-47.9 @ or above grade level • Math: 34.0-39.6 @ or above grade level 	<ul style="list-style-type: none"> • Not a significant subgroup

Academic Performance Index (SPSA School and Student Performance Data)

All Students

Strengths	Needs
<ul style="list-style-type: none"> Increased by 5 to 899 Met target 	<ul style="list-style-type: none"> Consistency; grade level and classroom

White

Strengths	Needs
<ul style="list-style-type: none"> Met target with 900 	<ul style="list-style-type: none"> Decrease of 4

Asian

Strengths	Needs
<ul style="list-style-type: none"> Asian API is higher than the school average at 938 	<ul style="list-style-type: none"> Asian API declined by 10 points from 2012 to 2013.

Hispanic

Strengths	Needs
<ul style="list-style-type: none"> Met target with 916 	<ul style="list-style-type: none"> Decrease of 3

English Learner

Strengths	Needs
<ul style="list-style-type: none"> Increase of 71 points 	<ul style="list-style-type: none"> Not a significant subgroup

Socioeconomically Disadvantaged (Low Income)

Strengths	Needs
<ul style="list-style-type: none"> Increase of 14 points Met target 	<ul style="list-style-type: none"> Not a significant subgroup

Students with Disabilities

Strengths	Needs
<ul style="list-style-type: none"> Increase of 25 points 	

Writing Benchmarks (Illuminate – In Progress)

Narrative

Strengths	Needs
<ul style="list-style-type: none"> Consistent genres at each grade level. Flexibility in choosing genre. Writing Data used for reclassification and student progress Ownership/buy-in 	<ul style="list-style-type: none"> Writing Benchmark closely aligned to new SBAC...citing text evidence. Training of writing genres for those new to a grade level

Argument (Opinion)

Strengths	Needs
<ul style="list-style-type: none"> On-going; more data will be available 	<ul style="list-style-type: none"> More relevant prompts. Citing text evidence. Training of writing genres for those new to a grade level

Information/Explanatory

Strengths	Needs
<ul style="list-style-type: none"> On-going; more data will be available 	<ul style="list-style-type: none"> Need more informational text to practice writing skills Training of writing genres for those new to a grade level

3. Engagement

Parent Involvement (School Information): Team Feedback: Available Docs

Strengths	Needs
<ul style="list-style-type: none"> School Site Council PTO ELAC 	<ul style="list-style-type: none"> Diversity Better Communication Use of technology

Student Engagement (refer to Aeries)

Attendance (Aeries)

Strengths	Needs
<ul style="list-style-type: none"> Steadily increasing from 96.65-96.83 Monthly attendance letters 	<ul style="list-style-type: none"> Accountability of parents with absences and tardies

Chronic Absenteeism (Aeries)

Strengths	Needs
<ul style="list-style-type: none"> Below district average From 5.08%-4.19% Monthly attendance letters SARB 	<ul style="list-style-type: none"> Accountability of parents with absences and tardies

School Climate

Suspensions (Aeries)

Strengths	Needs
<ul style="list-style-type: none"> Progressive Discipline; strong classroom management 	

Expulsions (Aeries)

Strengths	Needs
<ul style="list-style-type: none"> No expulsions reported in the last 3 years. 	

Survey (California Healthy Kids Survey Results and school surveys)

Strengths	Needs
<ul style="list-style-type: none"> High percentages of students with no drug/alcohol/tobacco use 	<ul style="list-style-type: none"> Provide a site specific survey Continued education for students

Description of Barriers and Related School Goals

Description of possible barriers related to goal: Implementation of CCSS

- Lack of time for collaboration within grade levels as well as articulation across grade levels
- Lack of time for data analysis
- Lack of time for professional growth (ELA, Math, technology)
- Lack of time for on-going Professional Development for CCSS

Description of possible barriers related to goal: Student Achievement

- Lack of manipulatives and/or kits to supplement math instruction
- Lack of professional development on CCSS strategies strategies (CGI, Fosnot, Leveled Readers, Jr. Great Books)
- Motivation needed for students who struggle and reach plateaus in Jiji math
- More intervention classes needed for after school support for our at-risk students.

Description of possible barriers related to goal: Parent Involvement

- Parents are reluctant to join PTA or serve in volunteer positions (usually in K-2). Parents of older students tend to join the PTA board in 3-5th grade, rather than K-2.
- Language barrier with our EL parents.
- Lack of involvement opportunity convenient to parent schedules.

Description of possible barriers related to goal: Student Engagement and School Climate

- Staff members need to be more consistent with PBIS rewards and program components
- More after school programs, both academic and enrichment, needed to allow more access for students to become more "connected" to school. More paid programs: computer driven, foreign language, enrichment/
- Communication to parents by not taking vacations during school time and allowing students to remain at home when the child is not sick. Continue with monthly attendance letters.

School and Student Performance Data

Academic Performance Index by Student Group

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Number Included	344	345	384	216	200	225	1	2	4	68	69	73
Growth API	888	893	899	894	904	900				914	920	916
Base API	888	890	894	885	897	904				917	914	919
Target	A	A	A	A	A	A				A	A	A
Growth	0	3	5	9	7	-4				-3	6	-3
Met Target	Yes	Yes	Yes	Yes	Yes	Yes				Yes	Yes	Yes

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Number Included	47	54	57	46	43	50	65	76	74	46	50	48
Growth API	855	825	900	858	847	879	825	812	827	605	669	698
Base API	871	855	829	883	859	850	849	825	814	592	612	673
Target								A	A			
Growth								-13	13			
Met Target								Yes	Yes			

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

English-Language Arts Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	100	100	100	100	100	100	100	100	100	100	100
Number At or Above Proficient	271	278	298	173	166	180	--	--		53	56	56
Percent At or Above Proficient	78.8	80.6	77.6	80.1	83.0	80.0	--	--	--	77.9	81.2	76.7
AYP Target: ES/MS	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2
Met AYP Criteria	Yes	Yes	No	Yes	Yes	No	--	--	--	Yes	Yes	No

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	99	100	100	100	100	100	100	100	100	98	100	100
Number At or Above Proficient	36	38	42	33	31	33	49	50	44	17	21	23
Percent At or Above Proficient	76.6	70.4	73.7	71.7	72.1	66.0	75.4	65.8	59.5	37.0	42.0	47.9
AYP Target: ES/MS	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2
Met AYP Criteria	--	No	--	--	--	--	Yes	No	No	--	--	--

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

Mathematics Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	100	100	100	100	100	100	100	100	100	100	100
Number At or Above Proficient	276	258	305	172	153	178	--	--		59	57	64
Percent At or Above Proficient	80.2	74.8	79.4	79.6	76.5	79.1	--	--	--	86.8	82.6	87.7
AYP Target: ES/MS	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5
Met AYP Criteria	Yes	No	Yes	Yes	No	Yes	--	--	--	Yes	Yes	Yes

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	99	100	100	100	100	100	100	100	100	98	100	100
Number At or Above Proficient	36	33	42	36	31	41	44	48	49	16	17	19
Percent At or Above Proficient	76.6	61.1	73.7	78.3	72.1	82.0	67.7	63.2	66.2	34.8	34.0	39.6
AYP Target: ES/MS	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5
Met AYP Criteria	--	No	--	--	--	--	Yes	No	Yes	--	--	--

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

CELDT (Annual Assessment) Results

Grade	2012-13 CELDT (Annual Assessment) Results											
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested	
	#	%	#	%	#	%	#	%	#	%	#	
K			***** *	***								*****
1	6	55	5	45								11
2	4	44	2	22	1	11	2	22				9
3	4	36	5	45	1	9	1	9				11
4	2	20	4	40	4	40						10
5	1	20	2	40			1	20	1	20		5
Total	17	36	19	40	6	13	4	9	1	2		47

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

CELDT (All Assessment) Results

Grade	2012-13 CELDT (All Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
K			2	17	3	25	2	17	5	42	12
1	6	46	6	46	1	8					13
2	4	44	2	22	1	11	2	22			9
3	4	36	5	45	1	9	1	9			11
4	2	20	4	40	4	40					10
5	1	20	2	40			1	20	1	20	5
Total	17	28	21	35	10	17	6	10	6	10	60

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2010-11	2011-12	2012-13
Number of Annual Testers	40	39	47
Percent with Prior Year Data	100.0%	100.0%	100.0%
Number in Cohort	40	39	47
Number Met	32	28	42
Percent Met	80.0%	71.8%	89.4%
NCLB Target	54.6	56.0	57.5
Met Target	Yes	Yes	Yes

AMAO 2	Attaining English Proficiency					
	2010-11		2011-12		2012-13	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	49	5	46	4	51	6
Number Met	23	--	22	--	31	--
Percent Met	46.9%	--	47.8%	--	60.8%	--
NCLB Target	18.7	43.2	20.1	45.1	21.4	47.0
Met Target	Yes	*	Yes	*	Yes	*

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2010-11	2011-12	2012-13
English-Language Arts			
Met Participation Rate	--	--	--
Met Percent Proficient or Above	--	--	--
Mathematics			
Met Participation Rate	--	--	--
Met Percent Proficient or Above	--	--	--

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2010-11	2011-12	2012-13
Number of Annual Testers	627	623	635
Percent with Prior Year Data	100	100.0	100.0
Number in Cohort	627	623	635
Number Met	455	493	504
Percent Met	72.6	79.1	79.4
NCLB Target	54.6	56.0	57.5
Met Target	Yes	Yes	Yes

AMAO 2	Attaining English Proficiency					
	2010-11		2011-12		2012-13	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	587	194	597	150	626	162
Number Met	247	139	312	112	326	120
Percent Met	42.1	71.6	52.3	74.7	52.1	74.1
NCLB Target	18.7	43.2	20.1	45.1	21.4	47.0
Met Target	Yes	Yes	Yes	Yes	Yes	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2010-11	2011-12	2012-13
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	Yes	Yes	No
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	Yes	Yes	No
Met Target for AMAO 3	Yes	Yes	No

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Implementation of Common Core Standards
LEA GOAL:
Goal 2: All students will have access to textbooks and instructional materials aligned to the Common Core State Standards (CCSS), California English Language Development (ELD), and Next Generation Science Standards (NGSS). Goal 4: To support effective implementation of the CCSS, provide professional development that includes specialized training, team planning within and across grade levels, and classroom visitations within and among schools. Goal 6: Provide the necessary technology hardware and infrastructure for the implementation of the CCSS and Smarter Balanced assessments, including personnel to provide technical support.
SCHOOL GOAL #1:
To support implementation of the Common Core State Standards, Gisler Elementary will incorporate professional development, technology integration, and when available new Common Core State Standards aligned instructional materials.
Data Used to Form this Goal:
Instructional Materials: textbook adoption process and committee membership Professional Development: CCSS Steering Committee, calendar, interim assessments Technology: technology survey, device student ratio, Chromebook cart schedules
Findings from the Analysis of this Data:
<ul style="list-style-type: none">• Lack of time for collaboration within grade levels as well as articulation across grade levels• Lack of time for data analysis• Lack of time for professional growth (ELA, Math, technology)• Lack of time for on-going Professional Development for CCSS
How the School will Evaluate the Progress of this Goal:
Instructional Materials: textbook adoption process and committee membership Professional Development: CCSS Steering Committee, calendar, interim assessments Technology: technology survey, device student ratio, Chromebook cart schedules

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Participate in District provided Common Core State Standards Professional Development	09/2013-06/2016	teachers, site administrators	substitutes and stipends	1000-1999: Certificated Personnel Salaries	Common Core	13,825
Participate in classroom and/or site visits of District signature practices that support Common Core State Standards	09/2013-06/2016	teachers, site administrators	substitutes and stipends	1000-1999: Certificated Personnel Salaries	Title I Part A: Professional Development (PI Schools)	2,300
Site based professional development	09/2013-06/2016	teachers, site administrator	No expenses associated with this action			0
Increase student device ratio	09/2013-06/2016	teachers, site administrators, district administrators	computers, mice, headphones	4000-4999: Books And Supplies	Common Core	42,028
Pilot Common Core State Standards Math materials	09/2013-06/2015	pilot teachers	substitutes and stipends	1000-1999: Certificated Personnel Salaries	Common Core	2,757
Purchase Common Core State Standards Math materials	Spring, 2015	district administrator	instructional materials	4000-4999: Books And Supplies	Common Core	42,028
Implement and participate in Common Core State Standards Math materials professional development	09/2015-06/2016	teachers, site administrators, district administrators	substitutes and stipends	1000-1999: Certificated Personnel Salaries	District Funded	5,336
Pilot Common Core State Standards ELA materials	09/2015-06/2016	pilot teachers	substitutes and stipends	1000-1999: Certificated Personnel Salaries	District Funded	2,757
Purchase Common Core State Standards ELA materials	Spring, 2016	district administrator	instructional materials	4000-4999: Books And Supplies	District Funded	42,028
Common Core State Standards Professional Development for administrators (Pivot training)	09/2013-06/2016	site and district administrators	presenter fees	5800: Professional/Consulting Services And Operating Expenditures	Common Core	1,500

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Refresh existing staff devices and classroom technology	09/2013-06/2016	teachers, site administrator, district administrators	laptops, printers	5000-5999: Services And Other Operating Expenditures	District Funded	31,834
Technology professional development	09/2013-06/2016	09/2013-06/2016	substitutes, stipends, presenter fees	1000-1999: Certificated Personnel Salaries	District Funded	1,000

Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Achievement
LEA GOAL:
Goal 9: Students will demonstrate achievement in English language arts and math equal to or greater than the State average. Goal 10: Reduce the Achievement Gap in English language arts and math that exists among student groups equal to or greater than the State average.
SCHOOL GOAL #2:
All students, including significant subgroups, will demonstrate achievement equal to or greater than the State average in English language arts and math thereby addressing the achievement gap.
Data Used to Form this Goal:
DIBELS Next, Writing Benchmarks, Leveled Readers, CELDT, AMAO 1 and 2, AYP, API
Findings from the Analysis of this Data:
<ul style="list-style-type: none"> • Lack of manipulatives and/or kits to supplement math instruction • Lack of professional development on CCSS strategies (CGI, Fosnot, Leveled Readers, Jr. Great Books) • Motivation needed for students who struggle and reach plateaus in ST Math • More intervention classes needed for after school support for our at-risk students.
How the School will Evaluate the Progress of this Goal:
SBAC, DIBELS Next, Writing Benchmarks, Leveled Readers, CELDT, AMAO 1 and 2, AYP, API

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Bilingual tutor support for Beginning and Early Intermediate English Learners to facilitate content mastery	09/2013-06/2016	teachers, support staff, site administrator, district administrator	classified salaries	2000-2999: Classified Personnel Salaries	LCFF-EL	7,153
Before and after school intervention classes for EL support	09/2014-06/2016	teachers, site administrator	Personnel	1000-1999: Certificated Personnel Salaries	Title III	4,290

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Participate in District provided Common Core State Standards Professional Development	9/2013-6/2016	teachers, site and district administrators	Expenses outlined in Goal 1			
Site based professional development	9/2013-6/2016	teachers, site administrators	No expenses			0
Participate in classroom and/or site visits of District signature practices that support Common Core State Standards	9/2013-6/2016	teachers, site administrators	Expenses outlined in Goal 1			
Analyze and disaggregate student achievement data in English language development, English/language arts, and mathematics in order to provide timely intervention and close the achievement gap	9/2013-6/2016	teachers, site administrator	renewal fees	5000-5999: Services And Other Operating Expenditures	LCFF-EL	3,180
Collaboration in grade levels on strategies to increase differentiated classroom instruction to further support student learning in small groups	2/2013-6/2016	teachers, site administrator	Expenses outlined in Goal 1 - District signature practices			
Purchase supplemental instructional materials to support CCSS implementation	9/2013-6/2016	teachers, site administrator	CCSS Steering committee selected supplemental instructional materials	4000-4999: Books And Supplies	District Funded	5,000
Participate in school library program	9/2013-6/2016	library media technician	Personnel	2000-2999: Classified Personnel Salaries	District Funded	6,364
Utilize ST Math to support English learners, low income youth, and other high needs student populations	9/2013-6/2016	teachers	renewal fees	5000-5999: Services And Other Operating Expenditures	LCFF-EL	2,500

Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Parental Involvement
LEA GOAL:
Goal 11: Increase parent engagement and involvement of historically underserved and other high needs student populations.
SCHOOL GOAL #3:
Increase parent involvement to include a broader representation of parents on school decision-making groups, reflective of all student demographics.
Data Used to Form this Goal:
School Site Council documentation, English Learner Advisory documentation, District English Learner Advisory documentation, school level parent education documentation
Findings from the Analysis of this Data:
<ul style="list-style-type: none"> Parents are reluctant to join PTA or serve in volunteer positions (usually in K-2nd). Parents of older students tend to join the PTA board in 3rd-5th grades, rather than K-2nd. Language barrier with our English Learner parents. Lack of involvement opportunity convenient to parent schedules.
How the School will Evaluate the Progress of this Goal:
School Site Council documentation; English Learner Advisory documentation; District English Learner Advisory documentation; Number of parent education opportunities; meeting sign ins, agendas, and resources; expenditures for interpretation, translation, and childcare; responses to parent surveys

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Alternate PTO meetings in both evening and daytime.	9/2013-ongoing	PTO executive board, teachers, members, site principal	No expense associated with this action			
Publicize meetings via newsletters, flyers, and phone system.	9/2013-ongoing	PTO executive board, site principal	duplication expenses			200.00
Purchase a new marquee to keep families up to date of events	6/2014	PTO and site principal	marquee		PTO	9,000.00
Extend parent education nights and include childcare	3/2014-6/2016	teachers, PTO, site principal	No additional expenses associated with this action			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Continue to provide a bilingual Community Liaison to support parent outreach	9/2013 - 6/2016	district staff	personnel	2000-2999: Classified Personnel Salaries	LCFF-EL	4,100
Utilize technology and social media to communicate with parents, promote involvement, and solicit input	9/2013 - 6/2016	district staff, site administrator	Personnel and annual service agreements	2000-2999: Classified Personnel Salaries	District Funded	10,120

Planned Improvements in Student Performance

School Goal #4

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Engagement & School Climate
LEA GOAL:
Goal 12: Reduce chronic absenteeism. Goal 14: Expand behavioral interventions to further reduce student suspension and expulsion rates. Goal 15: Increase meaningful student participation.
SCHOOL GOAL #4:
Create a learning and school climate that improves students' attendance, connection, and overall involvement in all aspects of their education.
Data Used to Form this Goal:
Daily attendance rates, chronic absenteeism information, suspensions, California Healthy Kids Survey results
Findings from the Analysis of this Data:
<ul style="list-style-type: none"> • Staff members need to be more consistent with PBIS rewards and program components • More after school programs, both academic and enrichment, needed to allow more access for students to become more "connected" to school. • Communication to parents by not taking vacations during school time and allowing students to remain at home when the child is not sick.
How the School will Evaluate the Progress of this Goal:
Daily attendance rates, chronic absenteeism information, suspensions, California Healthy Kids Survey results

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Monthly attendance reports run and letters sent to parents	9/2013-6/2016	SAA, teachers, site principal	No additional expense associated with the action			
Increase membership on Student Council	9/2013-6/2016	teachers, students, site principal	No additional expense associated with the action			
Continue to utilize strategies from PBIS and honor students for their positive behavior	9/2013-6/2016	teachers, staff, site principal	No additional expense associated with the action			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Investigate before and after school clubs for academics and enrichment activities	9/2013-6/2016	teachers, PTO, staff, site administrator	Fees associated with clubs			5,000
Continue with Noon League Sports at lunch.	9/2013-6/2016	students, site administrator	No additional expense associated with the action			
Educate parents regarding legalities related to absenteeism	9/2013-6/2016	teachers, site administrators	No additional expense associated with the action			
Provide health services to support attendance for high needs student populations	9/2013-6/2016	school staff, site administrator, district staff	personnel	1000-1999: Certificated Personnel Salaries	District Funded	4,200
Analyze suspension information to identify patterns in misconduct and/or student demographics	9/2014-6/2015	site administrator, district staff	No additional expense associated with the action			

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
	PTO	9,000.00
1000-1999: Certificated Personnel Salaries	Common Core	16,582.00
1000-1999: Certificated Personnel Salaries	District Funded	13,293.00
1000-1999: Certificated Personnel Salaries	Title I Part A: Professional Development (PI	2,300.00
1000-1999: Certificated Personnel Salaries	Title III	4,290.00
2000-2999: Classified Personnel Salaries	District Funded	16,484.00
2000-2999: Classified Personnel Salaries	LCFF-EL	11,253.00
4000-4999: Books And Supplies	Common Core	84,056.00
4000-4999: Books And Supplies	District Funded	47,028.00
5000-5999: Services And Other Operating	District Funded	31,834.00
5000-5999: Services And Other Operating	LCFF-EL	5,680.00
5800: Professional/Consulting Services And	Common Core	1,500.00

Summary of Expenditures in this Plan

Total Expenditures by Funding Source

Funding Source	Total Expenditures
PTO	9,000.00
Common Core	102,138.00
District Funded	108,639.00
LCFF-EL	16,933.00
Title I Part A: Professional Development (PI Schools)	2,300.00
Title III	4,290.00

Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
1000-1999: Certificated Personnel Salaries	36,465.00
2000-2999: Classified Personnel Salaries	27,737.00
4000-4999: Books And Supplies	131,084.00
5000-5999: Services And Other Operating Expenditures	37,514.00
5800: Professional/Consulting Services And Operating	1,500.00

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	187,393.00
Goal 2	28,487.00
Goal 3	23,220.00
Goal 4	4,200.00

Home/School Compact

It is important that families and schools work together to help students achieve high academic standards. Through a process that included teachers, families, and students, the following are agreed upon roles and responsibilities that we, as partners, will carry out to support student success in school and life.

Student Pledge:

THE STUDENT PLEDGE:

I realize that my education is important. I know I am the one responsible for my own success. Therefore, I agree to carry out the following responsibilities to the best of my ability:

- I will return completed homework on time.
- I will return corrected work to my parent(s).
- I will arrive at school on time every day unless I am ill.
- I will be responsible for my own behavior.
- I will be a cooperative learner.

Student's Signature _____ Date _____

Parents Pledge:

THE PARENT PLEDGE:

I understand that my participation in my child's education will help his/her achievement and attitude. Therefore, I agree to carry out the following responsibilities to the best of my ability:

- I will provide a quiet place for my child to study.
- I will encourage my child to complete his/her homework.
- I will make sure my child gets an adequate night's sleep.
- I will see to it that my child arrives at school on time every day.
- I will spend at least 15 minutes per day reading with my child.
- I will attend Back to School Night, Parent Conferences, and Open House
- I will support the school/district policies on homework, discipline and attendance.

Parent's Signature _____ Date _____

Staff Pledge:

THE TEACHER PLEDGE:

I understand the importance of the school experience to every child and my role as a teacher and model. Therefore, I agree to carry out the following responsibilities to the best of my ability:

- I will teach all the necessary concepts to your child before regular homework is assigned.
- I will strive to be aware of the individual needs of your child.
- I will regularly communicate with you regarding your child's progress.
- I will provide a safe and positive learning environment for your child.

Teacher's Signature _____ Date _____

Everyone Will...

- Be equal partners to achieve successful learning.
- Communicate clearly, regularly and respectfully regarding roles and responsibilities.

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Erin Bains	[X]	[]	[]	[]	[]
Lindsay Blackett	[]	[X]	[]	[]	[]
Lynn Blankenship	[]	[X]	[]	[]	[]
Anne Rogers	[]	[X]	[]	[]	[]
Suzie Davis	[]	[]	[X]	[]	[]
Julie Grudt	[]	[]	[]	[X]	[]
Darrell Hanson	[]	[]	[]	[X]	[]
Thomas Hobbs	[]	[]	[]	[X]	[]
Numbers of members of each category:	1	3	1	3	

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s) to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply)**:

- | | |
|--|---|
| <input type="checkbox"/> State Compensatory Education Advisory Committee | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input checked="" type="checkbox"/> English Learner Advisory Committee | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> Special Education Advisory Committee | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> Gifted and Talented Education Program Advisory Committee | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> District/School Liaison Team for schools in Program Improvement | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> Compensatory Education Advisory Committee | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> Departmental Advisory Committee (secondary) | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> Other committees established by the school or district (list): | <hr style="border: 0; border-top: 1px solid black;"/> Signature |

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on 5/8/2014.

Attested:

Erin Bains		
Typed Name of School Principal	Signature of School Principal	Date

Julie Grudt - Chairperson		
Typed Name of SSC Chairperson	Signature of SSC Chairperson	Date

The Single Plan for Student Achievement

School: Kazuo Masuda Middle School
CDS Code: 30-66498-6094627
District: Fountain Valley School District
Principal: Jay Adams
Revision Date: May 13, 2014

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Jay Adams
Position: Principal
Phone Number: (714) 378-4250
Address: 17415 Los Jardines, West
Fountain Valley, CA 92708
E-mail Address: adamsj@fvsd.us

The District Governing Board approved this revision of the SPSA on June 18, 2014.

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School Vision and Mission

Kazuo Masuda Middle School's Vision and Mission Statements

School Vision Statement

Masuda Middle School is a 6-8 school located in the city of Fountain Valley, in Orange County. We strive to provide our students with a very positive and personalized setting. The school program is designed to be a bridge from elementary to high school. High academic standards, a well-maintained and orderly campus, a talented and dedicated staff, and enthusiastic student involvement have combined to make Masuda Middle School students very successful. The school offers diversified programs featuring a wide range of activities, both curricular and extra-curricular, which promote high student interest, a sense of tradition, and a quality learning experience for all students. Teachers, staff, and administrators continue to act on the principle that students come first. The educational programs at the school are tailored to meet the needs of the changing school population. Masuda Middle School is dedicated to ensuring the academic success of every student, providing each with a comprehensive educational experience that becomes an integral part of his/her life.

School Mission Statement

Masuda Middle School is committed to providing an environment that promotes academic excellence through the mastery of basic skills while challenging students to become life-long learners and to reach their highest potential. Guided by knowledgeable, highly-trained teachers, administrators, and involved parents, students at Masuda Middle School will become effective communicators and creative thinkers who will be successful and responsible citizens.

School Profile

Masuda Middle School is a 6-8 middle school serving 819 students. Masuda is located in Fountain Valley, California in the Fountain Valley School District. Unique to Masuda Middle School is the diversity of our school. Our diverse student population makes for a rich campus culture. Another admirable quality found at Masuda is strong community involvement. We offer many opportunities for parents and community members alike to become involved on a regular basis and support the partnership between the home and school connection.

Masuda is a 2009 California Distinguished School. We are fortunate to have a staff of 30+ teachers who are dedicated to the education of our students. Our goal is to focus on increasing student achievement through a highly academic, standards-based instructional program, while at the same time, providing a highly enriched educational and social environment for our middle school students.

The Masuda staff spends a great deal of time planning for each school year with the hope of making a positive and successful educational experience for all students. In addition, we recognize the importance of a home-school partnership as a necessary component to ensure the success of our Masuda students. We highly encourage our parents to assist their children by monitoring their daily progress and becoming actively involved in their child's education. Parental involvement and support are key ingredients to making Masuda Middle School one of the finest schools in Orange County.

Total Enrollment 791

Student Enrollment - Racial and Ethnic Subgroups

Asian 379
Hispanic or Latino 145
White (Not Hispanic) 253

Special Education - 52
Socio-Economically Disadvantaged - 201
English Learners - 80

*Data reported are the number of students in each racial and ethnic subgroup as reported by Aeries October, 2013.

In addition to our general program, Masuda has two full time resource specialists, a special day class teacher, a speech and language pathologist, a school counselor and a school psychologist. Our Special Education Program has been recognized by the state for the outstanding supports and services it provides to students with special needs.

In addition, Masuda's general education classes offer students a variety of supports, interventions and enrichment. Based on students' needs and performance, they are placed in English/Language Arts and Math courses which support or enrich their skills through the offering of co-taught classes, intervention classes, GATE clusters, and above grade-level courses.

Masuda not only offers students a range of academic programs, but extracurricular activities as well. Below is a list of some of the activities students can become involved in:

- Spirit Days
- Classroom Competitions
- Noon League Sports Games
- Assemblies and Pep rallies
- Dances
- Clubs - Homework, Community Service (Helping Hands), PAL, Soccer, Lego and Kinex, Line Dancing, Yoga, and more...
- Cheerleading
- Competitive Sports Teams
- ASB (Student Council)

We also have a very active Parent Teacher Association which supports our school in many ways, including:

- Fundraisers
- Campus Volunteers
- Monday Envelopes
- Classroom Enhancement Funds
- Technology
- Assemblies
- Library Books
- Student Awards and Recognition
- PE Equipment
- Family Nights and Dine Outs

While Masuda Middle School enjoys high levels of student achievement, the staff, parents and administration are all committed to working together for continuous improvement and ongoing ways to maximize student learning and development.

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

The Academic Program Survey was administered in Fall, 2011 when the District was identified Program Improvement. Our District is now in year 3 Program Improvement. The information gathered from this tool was used to evaluate programs and services available at our school, and its data is still being utilized to make ongoing improvements and program enhancements. An EL and Title I Survey is administered annually by the District to determine areas of need and implications for change/growth. A District and/or Site Technology Inventory is completed annually to survey teachers about strengths, needs and current status of available technologies.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

The Board of Trustees and District administrators value learning and teaching. Throughout the year, District Leaders and Site Administrators make it a priority to visit every classroom multiple times.

Masuda staff and administration values collaborative practices around teaching and learning. To support this practice, the staff engages in annual peer observations through "Learning Walks."

The Masuda staff participates in the BTSA program, which supports mentor teachers observing beginning teachers as well as beginning teachers observing veteran teachers. These observations help guide beginning teachers in developing good teaching practices.

Analysis of Current Instructional Program

The eight State priority areas listed below are outlined in the Local Control Accountability Plan regulations. These areas will be used to guide discussions regarding the current instructional practices for all students including English learners, socio-economically disadvantaged students, students with disabilities, and foster youth.

1. Conditions of Learning

Basic Services (refer to SARC)

Teachers (SARC Section VII)

Strengths	Needs
All teachers are teaching under a full credential and within their subject area/s of competence. All Long-term substitutes are appropriately qualified.	Maintain 100% compliance rate in this area.

Textbooks (SARC – Section IX)

Strengths	Needs
All students are given their own individual books for classroom/home use. All materials are aligned with State standards and approved by the Board of Trustees.	Materials are aging and need to be replenished on an ongoing basis. Materials, especially in the area of Mathematics, are not yet aligned with the CCSS. As these materials become available, they will need to be adopted and deployed school-wide.

Facilities (SARC – Section VI)

Strengths	Needs
Safe, clean environment for students. Strong coverage from custodial staff, and adequate number of hours employed.	Work orders not always completed in a timely manner. i.e. Keenan report of 1/2" crack in blacktop (trip/fall hazard). Work order on 9/10/13 has not yet been addressed, though Workers' Compensation claim has ensued.

Common Core State Standards (CCSS professional development calendar, Interim Assessment results & school related information)

All Students

CCSS

Strengths	Needs
PD District-Based sessions on 9/28-30/13, 12/12/13, 1/14/14, 2/24/14, 4/4/14. PD Site-Based sessions on 9/28-30/13, 11/7/13, 12/5/13, 1/22/14 Administrative PD sessions on 10/9/13, 12/11/13, 1/15/14, 3/12/14.	Ongoing support for Science/Social Science/Elective support of Writing/Listening/Speaking CCSS and implementation in the classroom. Support for Science teachers as Next Generation Standards are eventually adopted...

English Learners

CCSS

Strengths	Needs
Teachers using SDAIE to support EL's in the classroom through standard implementation along with their typical peers.	Very little PD in this specific area. No PD overlap between new ELD standards and CCSS standards.

English Language Development (ELD)

Strengths	Needs
Direct ELD Services & Primary Language Support for EL's at the Beginning through Early Intermediate Levels.	No specific ELD provided once students hit the Intermediate & Above levels.

Fountain Valley School District Common Core State Standards Interim Assessments
English Language Arts

Strengths	Needs
ELA Assessments mirroring the rigor of the CC Assessments have been crafted and administered. Assessment results have been reviewed by teachers and with students.	Teachers will continue to increase their use of the assessment data to inform their instruction.

Math

Strengths	Needs
Math Assessments mirroring the rigor of the CC Assessments have been crafted and administered. Assessment results have been reviewed by teachers and with students.	Teachers will continue to increase their use of the assessment data to inform their instruction.

Course Access (middle school Master Schedule/Elementary school instructional minutes, Bilingual Tutor schedules. Special Education schedules)

All Students

Strengths	Needs
All students have access to almost all courses—with a few exceptions due to grade level considerations. (Electives only offered specified periods)	Need to work on the “guaranteed curriculum” across class-alikes and among teachers. Adv. Band access for 6th grade and Beg. Band access for 8th grade not a possibility. Cross-grade PE’s necessary.

English Learners

Strengths	Needs
All teachers (including electives) employing SDAIE strategies makes mainstreaming of all courses possible/successful.	Beg./EI students have somewhat restricted schedules due to ELA/SS availability only during pd. 1/2

Low Income Students

Strengths	Needs
Collab courses available in ELA/Math for all Title I students in need. Title I budget provides for technology to meet student needs.	Possible future collab classes in Science/SS? Would need significantly more RSP teacher time. Need additional PD for teachers to use Title I funded technologies.

Students with Disabilities

Strengths	Needs
Most, if not all, students with disabilities have direct services through specific SpEd. classes and/or Collab courses.	Lowered access to “preferred” electives, i.e. Home Ec., Woodshop, etc. Lack of aide support limits SDC student choices of electives.

California English Language Development Test (SPSA School and Student Performance Data)

AMAO 1

Strengths	Needs
During past three years, the percentage of students meeting AMAO 1 remained consistent around 75% (+/-3%). Exceeded NCLB Target by over 17% each year.	Would like to see this number at no lower than 80% increasing one level/year (or EA/A maintaining with no subsection below Int.).

AMAO 2

Strengths	Needs
During past three years, the percentage of students meeting AMAO 2 remained consistently above 75% (+/- 7%).	Inconsistent growth here; would like to see percentages consistently increasing. (High of 82.5%)

Reclassified Rates (Aeries report)

Strengths	Needs
Over the past three years, we've re-designated EL's at a high of 25%, low of 16%, and our rate is currently at 20%.	Reclassification Rates will maintain at a constant rate of 20%, +/- 5%. Again, we have inconsistent growth in this area.

California Physical Fitness Test (SARC – Section III)

Strengths	Needs
Over the past three years, our rate of 7th graders passing with either 4,5, or 6 of 6 physical fitness standards has risen annually, from 90% to 96.7%.	Slight dip (1.5%) in the number of students who met all 6 standards over the three-year period. Continue to focus on physical fitness for all students.

Other Student Outcomes (Illuminate)

Dibels Next
All Students

Strengths	Needs

English learners

Strengths	Needs

Socioeconomically Disadvantaged (Low Income)

Strengths	Needs

Students with Disabilities

Strengths	Needs

2. Pupil Outcomes

Adequate Yearly Progress (SPSA School and Student Performance Data)

All Students

Strengths	Needs
During past three years, participation has been consistent at 100%. ELA % Proficient/Advanced has hovered around 80%. Math % has maintained slightly above 75% Proficient/Advanced.	AYP Criteria (ELA 89.2%, Math 89.5%) not met in 2013.

White

Strengths	Needs
ELA % Proficient/Advanced has hovered around 80%. Math % has maintained slightly above 75% Proficient/Advanced.	AYP Criteria (ELA 89.2%, Math 89.5%) not met in 2013.

Asian

Strengths	Needs
During past three years, participation has been consistent at 100%. ELA % Proficient/Advanced has hovered around 85%. Math % has maintained around 85% Proficient/Advanced.	AYP Criteria (ELA 89.2%, Math 89.5%) not met in 2013.

Hispanic

Strengths	Needs
During past three years, ELA % Proficient/Advanced has maintained above 50%. Math % has maintained above 50% Proficient/Advanced.	AYP Criteria (ELA 89.2%, Math 89.5%) not met in 2011 or 2013. ELA Gap has remained slightly above 20% between White/Hispanic students, while Math Gap has remained around 20%. Inconsistent improvement.

English Learners

Strengths	Needs
During past three years, participation has been consistent at 100%. ELA % Proficient/Advanced has maintained above 60%. Math % has maintained near 70% Proficient/Advanced.	AYP Criteria (ELA 89.2%, Math 89.5%) not met in 2013. ELA Gap has risen from 13% to 15% between White/EL students, while Math Gap has remained around 7%.

Socioeconomically Disadvantaged (Low Income)

Strengths	Needs
During past three years, participation has been consistent at 100%. ELA % Proficient/Advanced has increased 6%. Math % has maintained just under 70% Proficient/Advanced.	AYP Criteria (ELA 89.2%, Math 89.5%) not met in 2013. ELA Gap has decreased from 15% to 10% between White/LI students, while Math Gap has remained around 7%.

Students with Disabilities

Strengths	Needs
During past three years, participation has risen from 94% to 100%. ELA % Proficient/Advanced has increased 13%. Math % Proficient/Advanced has increased 11%.	ELA Gap has decreased from 52% to 41% between White/SWD, and Math Gap has also decreased from 52% to 41%. This is a significant decrease.

Academic Performance Index (SPSA School and Student Performance Data)

All Students

Strengths	Needs
During past three years, API grew +21, from 886 to 907. State target was also met each year.	As state-wide measurement will vary significantly in the coming years, it is difficult to make projections for “growth” at this time.

White

Strengths	Needs
During past three years, API grew +24, from 882 to 906. State target was also met each year.	As state-wide measurement will vary significantly in the coming years, it is difficult to make projections for “growth” at this time.

Asian

Strengths	Needs
During past three years, API grew +7, from 938 to 945. State target was also met each year.	As state-wide measurement will vary significantly in the coming years, it is difficult to make projections for “growth” at this time.

Hispanic

Strengths	Needs
During past three years, API grew +26, from 785 to 811. State target was also met in 2012 & 2013.	As state-wide measurement will vary significantly in the coming years, it is difficult to make projections for “growth” at this time.

English Learner

Strengths	Needs
During past three years, API grew +3, from 852 to 855. State target was also met each year.	As state-wide measurement will vary significantly in the coming years, it is difficult to make projections for “growth” at this time.

Socioeconomically Disadvantaged (Low Income)

Strengths	Needs
During past three years, API grew +38, from 834 to 872. State target was also met each year.	As state-wide measurement will vary significantly in the coming years, it is difficult to make projections for “growth” at this time.

Students with Disabilities

Strengths	Needs
During past three years, API grew +79, from 594 to 673. This is a significant growth.	As state-wide measurement will vary significantly in the coming years, it is difficult to make projections for “growth” at this time.

Writing Benchmarks (Illuminate – In Progress)

Narrative

Strengths	Needs
During past three years, the percentage of students meeting AMAO 1 remained consistent around 75% (+/-3%). Exceeded NCLB Target by over 17% each year.	Would like to see this number at no lower than 80% increasing one level/year (or EA/A maintaining with no subsection below Int.).

Argument (Opinion)

Strengths	Needs
During past three years, the percentage of students meeting AMAO 2 remained consistently above 75% (+/- 7%).	Inconsistent growth here; would like to see percentages consistently increasing. (High of 82.5%)

Information/Explanatory

Strengths	Needs
All ELA teachers have learned how to enter/access student data into the Illuminate system.	Teachers will now increase their usage of the specific data to inform parents of at-risk student performance and to inform their continued writing instruction.

3. Engagement

Parent Involvement (School Information): Team Feedback: Available Docs

Strengths	Needs
Strong small cadre of committed, involved parents take on a majority of events/school needs.	PTA turnover this year will be large. Need to focus on recruitment of new, incoming parents from the elementary school. Brainstorm strategies to “entice” new and existing parents.

Student Engagement (refer to Aeries)

Attendance (Aeries)

Strengths	Needs
Student attendance has seen a slight increase over the past three years, from 97.40% to 97.59%. School newsletter highlights the importance of attendance and ADA, unless a student is truly ill.	Student attendance will remain constant or increase during the current school year.

Chronic Absenteeism (Aeries)

Strengths	Needs
Chronic absenteeism has decreased from a high of 5.17% over the past three years to 3.19%. SARB/Attendance contracts have been developed for all students and are followed through upon.	Chronic absenteeism will remain constant or decrease during the current school year. Inter-district transfers need to be monitored and revoked with continued chronic absentee status.

School Climate

Suspensions (Aeries)

Strengths	Needs
Drop-Out rate is currently at 0%. Office staff is diligent in following through with dis-enrolled students.	Dropout rate will maintain at a 0% rate.

Expulsions (Aeries)

Strengths	Needs
Student suspensions have decreased by more than 50% over the past three school years.	Last year’s number of 23 suspensions will remain constant or decrease during the current school year.

Survey (California Healthy Kids Survey Results and school surveys)

Strengths	Needs
42% perceive Caring Relationships w/Teacher or Other Adult (31% Statewide) 60% perceive High Expectations from Teacher or Other Adult (45% Statewide) School Connectedness Scale = 71% vs. Statewide 39%	Only 34% perceive themselves to be “Very Safe” when at school...needs to be higher. (18% Statewide) Only 17% perceive Opportunities for Meaningful Participation at School...needs to be higher. (16% Statewide.)

Description of Barriers and Related School Goals

Barriers related to Common Core Implementation Goal #1: currently outdated curriculum and materials, no pacing guide aligned to CCSS or FVSD Interim Assessments, new teacher knowledge and training of available Holt materials and how to most effectively use them in teaching, currently extremely high Device:Student ratio, lack of teacher familiarity/comfort with existing technologies (ChromeBook Cart, Mobile Carts) and subsequent reticence to use them, teacher apathy/frustration toward past implementation of "Learning Walks," and teachers new to Co-Teaching model/lack of training and/or experience.

Barriers related to ELA/Math Goal #2: lack of standards- and research-based intervention programs, existing Math Intervention focused primarily on basic math skills-- not supporting daily content taught and/or reinforcing current skills taught in classes, master schedule restrictions such as limited availability of intervention slots/opportunities for a multitude of eligible "target" students, Co-Taught classes need development, limited time for Collab. Teachers to work together and plan, parental involvement and support, and current state of flux regarding standardized/state data will make it difficult to glean necessary numbers to determine whether or not goal has been met.

Barriers related to Parent Involvement Goal #3: availability of interpreters for varied meetings, high number of transfers outside the district impacts parents' (particularly Asian parents' from GGUSD) willingness to return to Masuda for night/weekend events, events planned at last minute (i.e. PTA events) stymie our ability to secure translators and to get appropriate notice out, lack of childcare for parents' younger children often discourages their participation in school-time and/or night events.

Barriers related to Student Engagement & School Climate Goal #4: increasing availability of illicit items (particularly e-cigs) has increased "automatic" suspensions due to Zero Tolerance exponentially, current economy has negatively impacted our PTA fundraising, limiting funds available for additional after-school club offerings and supplies, lack of school/ASB funding for Noon League's basic equipment, high numbers of Inter-District transfers indicate that parents who live some distance away do not want to return their students to the school for night activities and extracurricular events.

School and Student Performance Data

Academic Performance Index by Student Group

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Number Included	831	831	787	270	263	220	9	9	6	351	353	363
Growth API	886	903	908	882	896	907				938	944	945
Base API	874	886	913	846	882	907	830			926	938	950
Target	A	A	A	A	A	A				A	A	A
Growth	12	17	-5	36	14	0				12	6	-5
Met Target	Yes	Yes	Yes	Yes	Yes	Yes				Yes	Yes	Yes

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Number Included	165	166	151	196	180	161	228	257	246	68	61	60
Growth API	785	824	811	852	855	855	834	854	875	594	609	676
Base API	796	785	841	804	852	868	820	834	867	618	594	630
Target	4	5	A	A	A	A	A	A	A			
Growth	-11	39	-30	48	3	-13	14	20	8			
Met Target	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

English-Language Arts Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	100	100	100	99	100	100	100	100	100	100	100
Number At or Above Proficient	617	667	605	200	211	169	--	--		295	306	309
Percent At or Above Proficient	74.3	80.7	77.0	74.1	80.8	76.8	--	--	--	84.0	86.7	85.4
AYP Target: ES/MS	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2
Met AYP Criteria	Yes	Yes	No	Yes	Yes	No	--	--	--	Yes	Yes	No

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	99	99	100	100	100	100	100	100	100	99	94	100
Number At or Above Proficient	87	111	83	119	122	98	136	181	165	15	18	21
Percent At or Above Proficient	53.0	67.7	55.0	60.7	67.8	60.9	59.9	70.4	67.3	22.4	31.6	35.0
AYP Target: ES/MS	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2
Met AYP Criteria	No	Yes	No	Yes	Yes	No	No	Yes	No	--	--	--

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

Mathematics Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	100	100	100	100	100	100	100	100	100	100	100
Number At or Above Proficient	635	648	592	203	204	166	--	--		308	305	302
Percent At or Above Proficient	76.5	78.0	75.6	75.5	77.6	75.8	--	--	--	87.7	86.4	83.2
AYP Target: ES/MS	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5
Met AYP Criteria	Yes	Yes	No	Yes	Yes	No	--	--	--	Yes	Yes	No

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	100	99	100	100	99	100	100	100	100	100	99
Number At or Above Proficient	89	96	80	135	127	108	156	178	170	16	22	20
Percent At or Above Proficient	53.9	57.8	54.1	68.9	70.6	67.9	68.4	69.3	69.7	23.5	36.1	33.9
AYP Target: ES/MS	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5
Met AYP Criteria	No	Yes	No	Yes	Yes	No	Yes	Yes	Yes	--	--	--

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

CELDT (Annual Assessment) Results

Grade	2012-13 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
6	7	29	4	17	7	29	4	17	2	8	24
7	7	21	15	44	6	18	4	12	2	6	34
8	9	35	13	50	4	15					26
Total	23	27	32	38	17	20	8	10	4	5	84

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

CELDT (All Assessment) Results

Grade	2012-13 CELDT (All Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
6	7	25	5	18	7	25	4	14	5	18	28
7	10	25	15	38	6	15	6	15	3	8	40
8	10	34	14	48	4	14	1	3			29
Total	27	28	34	35	17	18	11	11	8	8	97

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2010-11	2011-12	2012-13
Number of Annual Testers	90	86	84
Percent with Prior Year Data	100.0%	100.0%	100.0%
Number in Cohort	90	86	84
Number Met	70	67	63
Percent Met	77.8%	77.9%	75.0%
NCLB Target	54.6	56.0	57.5
Met Target	Yes	Yes	Yes

AMAO 2	Attaining English Proficiency					
	2010-11		2011-12		2012-13	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	27	72	28	63	24	65
Number Met	--	56	--	52	--	49
Percent Met	--	77.8%	--	82.5%	--	75.4%
NCLB Target	18.7	43.2	20.1	45.1	21.4	47.0
Met Target	*	Yes	*	Yes	*	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2010-11	2011-12	2012-13
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	Yes	Yes	No
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	Yes	Yes	No

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2010-11	2011-12	2012-13
Number of Annual Testers	627	623	635
Percent with Prior Year Data	100	100.0	100.0
Number in Cohort	627	623	635
Number Met	455	493	504
Percent Met	72.6	79.1	79.4
NCLB Target	54.6	56.0	57.5
Met Target	Yes	Yes	Yes

AMAO 2	Attaining English Proficiency					
	2010-11		2011-12		2012-13	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	587	194	597	150	626	162
Number Met	247	139	312	112	326	120
Percent Met	42.1	71.6	52.3	74.7	52.1	74.1
NCLB Target	18.7	43.2	20.1	45.1	21.4	47.0
Met Target	Yes	Yes	Yes	Yes	Yes	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2010-11	2011-12	2012-13
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	Yes	Yes	No
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	Yes	Yes	No
Met Target for AMAO 3	Yes	Yes	No

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Implementation of Common Core
LEA GOAL:
Goal 2: All students will have access to textbooks and instructional materials aligned to the Common Core State Standards (CCSS), California English Language Development (ELD), and Next Generation Science Standards (NGSS). Goal 4: To support effective implementation of the CCSS, provide professional development that includes specialized training, team planning within and across grade levels, and classroom visitations within and among schools. Goal 6: Provide the necessary technology hardware and infrastructure for the implementation of the CCSS and Smarter Balanced assessments, including personnel to provide technical support.
SCHOOL GOAL #1:
To support implementation of the Common Core State Standards, Masuda will incorporate Professional Development, Technology Integration, and--when available--new, Common Core State Standards-aligned instructional materials.
Data Used to Form this Goal:
PROFESSIONAL DEVELOPMENT: Classroom Learning Walks, Master Schedule, Staff-Development re: Current Technologies, Interim Assessments, Staff Meeting Agendas, Professional Development Calendar/Attendance, Fountain Valley School District Interim Assessments TECHNOLOGY: Device:Student Ratio. Technology Survey. ChromeBook Cart Usage. Mobile Lab Cart Usage. INSTRUCTIONAL MATERIALS: Current instructional materials lacking at this point--not CCSS-aligned. Textbook Adoption Committee. Professional Development in Speaking/Listening/Writing is needed across all disciplines, especially Electives, PE, Science, and Social Studies.
Findings from the Analysis of this Data:
Barriers related to Common Core Implementation Goal #1: currently outdated curriculum and materials, no pacing guide aligned to CCSS or FVSD Interim Assessments, new teacher knowledge and training of available Holt materials and how to most effectively use them in teaching, currently extremely high Device:Student ratio, lack of teacher familiarity/comfort with existing technologies (ChromeBook Cart, Mobile Carts) and subsequent reticence to use them, teacher apathy/frustration toward past implementation of "Learning Walks," and teachers new to Co-Teaching model/lack of training and/or experience.
How the School will Evaluate the Progress of this Goal:
PROFESSIONAL DEVELOPMENT: Classroom Learning Walks, Master Schedule, Staff-Development re: Current Technologies, Interim Assessments, Staff Meeting Agendas, Professional Development Calendar/Attendance, Fountain Valley School District Interim Assessments TECHNOLOGY: Device:Student Ratio. Technology Survey. ChromeBook Cart Usage. Mobile Lab Cart Usage. INSTRUCTIONAL MATERIALS: Current instructional materials lacking at this point--not CCSS-aligned. Textbook Adoption Committee. Professional Development in Speaking/Listening/Writing is needed across all disciplines, especially Electives, PE, Science, and Social Studies.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Participate in District-provided Common Core State Standards Professional Development	Sept. 2013-June 2016	Teachers, Site Administrators	Substitutes Stipends	1000-1999: Certificated Personnel Salaries	Common Core	9,459
Progress monitoring throughout the year by scheduling "Learning Walks" with the focus on providing each other with feedback	Sept. 2013-June 2016	Site Administrators	Substitutes Stipends	1000-1999: Certificated Personnel Salaries	Title I	3,560
Participate in School-Site Provided Common Core State Standards Professional Development	Sept. 2013-June 2016	Site Administrators Teacher	No additional expenses associated with this action			
Increase Device:Student ratio.	Sept. 2013-June 2016	Teachers Site Administrators District Administrators	Computers, mice, headphones	4000-4999: Books And Supplies	Common Core	109,554
Piloting Math Materials, aligned to Common Core State Standards	09/2014-06/2015	Pilot Teachers	Substitutes Stipends	1000-1999: Certificated Personnel Salaries	Common Core	2,068
Purchase Common Core State Standards Math Materials	Spring, 2015	District Administrators	Instructional Materials	4000-4999: Books And Supplies	Common Core	62,489
Implement and participate in Common Core State Standards Math materials professional development	Sept. 2015-June 2016	Teachers Site Administrators District Administrators	Substitutes Stipends	1000-1999: Certificated Personnel Salaries	District Funded	3,638
Piloting ELA Materials, aligned to Common Core State Standards	Sept. 2015-June 2016	Pilot Teachers	Substitutes Stipends	1000-1999: Certificated Personnel Salaries	District Funded	2,068
Purchase Common Core State Standards ELA Materials	Spring, 2016	District Administrators	Instructional Materials	4000-4999: Books And Supplies	District Funded	62,489
Common Core State Standards PIVOT training-professional development for site and district administrators	Sept. 2013-June 2014	Site Administrators District Administrators	Presenter Fees	5000-5999: Services And Other Operating Expenditures	Common Core	1,500
Provide printers at a ratio of approximately 4 teachers to 1 printer	09/2013-06/2016	District Personnel	Printers	5000-5999: Services And Other Operating Expenditures	District Funded	1,752

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Technology professional development	09/2013-06/2016	Teachers Site Administrators District Administrators	Substitutes Stipends	1000-1999: Certificated Personnel Salaries	District Funded	1,000

Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Achievement
LEA GOAL:
Goal 9: Students will demonstrate achievement in English language arts and math equal to or greater than the State average. Goal 10: Reduce the Achievement Gap in English language arts and math that exists among student groups equal to or greater than the State average.
SCHOOL GOAL #2:
All students, including significant subgroups, will demonstrate achievement equal to, or greater than, the State average in English/Language Arts and Math, thereby addressing the achievement gap
Data Used to Form this Goal:
SBAC, Accelerated Reader/STAR levels, Writing Benchmarks, ST Math, CELDT, AMAO I & II, Science CST scores, English 3D
Findings from the Analysis of this Data:
Barriers related to ELA/Math Goal #2: lack of standards- and research-based intervention programs, existing Math Intervention focused primarily on basic math skills-- not supporting daily content taught and/or reinforcing current skills taught in classes, master schedule restrictions such as limited availability of intervention slots/opportunities for a multitude of eligible "target" students, Co-Taught classes need development, limited time for Collab. Teachers to work together and plan, parental involvement and support, and current state of flux regarding standardized/state data will make it difficult to glean necessary numbers to determine whether or not goal has been met.
How the School will Evaluate the Progress of this Goal:
SBAC, Accelerated Reader/STAR levels, Writing Benchmarks, ST Math, CELDT, AMAO I & II, AYP, API

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Research existing intervention models and programs to be implemented	Sept. 2014-June 2016	Site Administrators Teachers	No expenses associated with this action			
EL teacher provides academic instruction for EL students	Sept 2014-June 2016	Teacher	Personnel	1000-1999: Certificated Personnel Salaries	LCFF-EL	88,000
Determination of staff who will teach new interventions according to highly qualified credentials and experience	Aug 2013 - June 2014	Site Administrators District Administrators	No expenses associated with this action			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
For each trimester, appropriate placement of students in need of interventions according to CST scores, placement tests, teacher recommendations and diagnostic tests performed at the beginning of the school year and continuing throughout the school year.	Aug 2012 - Aug 2014	Site Administrators Teachers	No expenses associated with this action			
Progress monitoring and movement in and out of students in trimester interventions as determined by math class grades, teacher recommendations and test data (school, district, and state)	Aug 2012 - June 2014	Site Administrators Teachers	No expenses associated with this action			
Utilize web-based intervention programs to support student achievement	Sept 2013 - June 2016	Site Administrators District Administrators	Annual Subscription Fees	5000-5999: Services And Other Operating Expenditures	Title I	8993
Target EL students with specific instructional materials and online services	Sept 2014-June 2014	Teachers, Site Administrations	Instruction Materials Annual Subscription Fees	5000-5999: Services And Other Operating Expenditures	Title III	2,353
Provide targeted students with a Co-Taught GE ELA class for additional support	Aug 2012 - June 2014	Site Administrators, Teachers	No additional expense associated with this action			
Increase access and availability to accelerated math classes at each level	Aug 2012 - June 2014	Site Administrators	No additional expense associated with this action			
Progress monitoring throughout the year by scheduling "Learning Walks" with the focus on giving each other feedback	September 2014-June 2016	Site Administrators Teachers	Expense captured in Goal 1			
Bilingual Tutors will provide support to Beginning/Early Intermediate EL students	Sept. 2013-June 2016	Teachers/Support Staff, Site/District Administration	Bilingual Tutor Salary	2000-2999: Classified Personnel Salaries	LCFF-EL	53,801
Bilingual Tutors will provide support to "Newcomer" EL students	Sept. 2013-June 2016	Teachers/Support Staff, Site/District Administration	Expense captured in prior action			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
After-School Homework and Math Intervention, Lunch Academy	Sept 2013-June 2016	Teachers, Site Administrators	Hourly Rate/Stipends	1000-1999: Certificated Personnel Salaries	Title I	4,900
During the day intervention courses: Math Support, Reading Intervention	Sept 2013-June 2015	Site Administrators District Administrators	Personnel	1000-1999: Certificated Personnel Salaries	Title I	35,027
Determine appropriate staffing to teach Collab classes, being mindful of necessary personality matches between general and special education teachers	Aug 2012-June 2015	Site Administrator	No additional expenses associated with this action			
Provide regular opportunities for Collab teachers to collaborate on lesson plans, to develop assessments, to discuss teaching strategies, and to reflect on the Co-teaching model to continually improve instruction.	Aug 2012-June 2015	Site Administrators District Administrators Teachers	No additional expenses associated with this action			
Participate in school library program	Sept 2013-June 2016	Library Media Technician	Personnel	2000-2999: Classified Personnel Salaries	District Funded	6,364
Analyze and disaggregate student achievement data in English language development, English/language arts, and mathematics in order to provide timely intervention and close the achievement gap	Sept 2013-June 2016	Teachers Site Administrators	Renewal Fees	5000-5999: Services And Other Operating Expenditures	LCFF-EL	3,180
Purchase supplemental instructional materials to support CCSS implementation	Sept 2013-June 2016	Teachers Site Administrators	CCSS Steering Committee selected supplemental instructional materials	4000-4999: Books And Supplies	District Funded	5,000
			Supplemental Non-fiction periodical materials of varied levels	4000-4999: Books And Supplies	Title I	750

Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Parent Involvement
LEA GOAL:
Goal 11: Increase parent engagement and involvement of historically underserved and other high needs student populations.
SCHOOL GOAL #3:
Increase parent involvement to include a broader representation of parents, reflective of all student demographics, on school decision-making groups and at school events (i.e. parent nights, participation in PTA, School Site Council, ELAC school activities, conferences).
Data Used to Form this Goal:
School Site Council Rosters, Sign-In Sheets from parent opportunities, Volunteer Lists, Parent Conference Lists, PTA Membership
Findings from the Analysis of this Data:
Barriers related to Parent Involvement Goal #3: availability of interpreters for varied meetings, high number of transfers outside the district impacts parents' (particularly Asian parents' from GGUSD) willingness to return to Masuda for night/weekend events, events planned at last minute (i.e. PTA events) stymie our ability to secure translators and to get appropriate notice out, lack of childcare for parents' younger children often discourages their participation in school-time and/or night events.
How the School will Evaluate the Progress of this Goal:
School Site Council documentation; English Learner Advisory documentation; District English Learner Advisory documentation; Number of parent education opportunities; meeting sign-ins, agendas, and resources; expenditures for interpretation, translation, and childcare; responses to parent surveys, PTA Membership

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Annual Parent Nights	Sept. 2013-Aug. 2016	Site Administrators, Counselor, Activities Director, Teachers, Outside Agencies (i.e. Girls' Inc.)	No additional expenses associated with this action			
Utilize technology and social media to communicate with parents, promote involvement, and solicit input	Aug 2013-June 2016	Site Administrators District Staff	Personnel Annual Service Agreements	2000-2999: Classified Personnel Salaries	District Funded	10,120
Increased ELAC meetings	Aug. 2013-June 2016	Site Administrators District Administrators ELAC Coordinator	Interpreters Materials Refreshments	5000-5999: Services And Other Operating Expenditures	Title III	500
Continue to provide a bilingual Community Liaison to support parent outreach	Sept. 2014-Aug. 2016	Site Administrator ELAC Coordinator District Staff	Personnel	2000-2999: Classified Personnel Salaries	LCFF-EL	4,100

Planned Improvements in Student Performance

School Goal #4

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Engagement & School Climate
LEA GOAL:
Goal 12: Reduce chronic absenteeism. Goal 14: Expand behavioral interventions to further reduce student suspension and expulsion rates. Goal 15: Increase meaningful student participation.
SCHOOL GOAL #4:
Create a learning environment and school climate which improve students' attendance, school-connectedness, and overall involvement in all aspects of their education.
Data Used to Form this Goal:
Student Attendance Rates, Chronic Absenteeism Information, Suspensions, Healthy Kids Survey results (7th grade), Student/Parent Surveys, Noon Leagues student participation rates, Pep Rally participation, Club participation numbers
Findings from the Analysis of this Data:
Barriers related to Student Engagement & School Climate Goal #4: increasing availability of illicit items (particularly e-cigs) has increased "automatic" suspensions due to Zero Tolerance exponentially, current economy has negatively impacted our PTA fundraising, limiting funds available for additional after-school club offerings and supplies, lack of school/ASB funding for Noon League's basic equipment, high numbers of Inter-District transfers indicate that parents who live some distance away do not want to return their students to the school for night activities and extracurricular events.
How the School will Evaluate the Progress of this Goal:
Daily Attendance Rates, Chronic Absenteeism Information, Suspensions, Healthy Kids Survey results (7th grade), Student/Parent Surveys, Noon Leagues student participation rates, Pep Rally participation, Club participation numbers

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Analyze suspension information to identify patterns in misconduct and/or student demographics. Explore alternatives to suspensions and expulsions.	Sept. 2013-Aug. 2016	Site Administrators	No additional expenses associated with this action			
Identify meaningful participation activities by administering parent and student surveys.	Sept. 2014-Aug. 2016	Site Administrators	No additional expenses associated with this action			
Noon Leagues Organization/Increased Offerings	Sept. 2013-Aug. 2016	Assistant Principal	No additional expenses associated with this action			
Provide After-School Homework Help to support Title I students who lack home support. Includes math and general help, as well as access to technology, to complete homework assignments.	Aug 2012 - June 2014	Site Administrators, Teachers	Expense captured in Goal 2			
CHKS Administration	Jan. 2014-May 2014 & Jan. 2016-May 2016	Site/District Administrators, Teachers	No additional expenses associated with this action			
Offer annual Student Nights (in conjunction with parent nights), i.e. Girls' Inc.'s "Girls' Night Out."	Sept. 2013-Aug. 2016	Site Administrators, Counselor, Activities Director, Outside Agency Personnel	No additional expenses associated with this action			
Increased after-school club offerings to include all ages, both sexes, and a variety of interest areas.	Sept. 2013-Aug. 2016	Site Administrators Teachers	Stipends	1000-1999: Certificated Personnel Salaries	Parent-Teacher Association (PTA)	2,200
Provide health services to support attendance for high needs student populations	Sept. 2013-Aug. 2016	Site Administrator District Staff	Personnel	1000-1999: Certificated Personnel Salaries	District Funded	4,200

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
1000-1999: Certificated Personnel Salaries	Common Core	11,527.00
1000-1999: Certificated Personnel Salaries	District Funded	10,906.00
1000-1999: Certificated Personnel Salaries	LCFF-EL	88,000.00
1000-1999: Certificated Personnel Salaries	Parent-Teacher Association (PTA)	2,200.00
1000-1999: Certificated Personnel Salaries	Title I	43,487.00
2000-2999: Classified Personnel Salaries	District Funded	16,484.00
2000-2999: Classified Personnel Salaries	LCFF-EL	57,901.00
4000-4999: Books And Supplies	Common Core	172,043.00
4000-4999: Books And Supplies	District Funded	67,489.00
4000-4999: Books And Supplies	Title I	750.00
5000-5999: Services And Other Operating	Common Core	1,500.00
5000-5999: Services And Other Operating	District Funded	1,752.00
5000-5999: Services And Other Operating	LCFF-EL	3,180.00
5000-5999: Services And Other Operating	Title I	8,993.00
5000-5999: Services And Other Operating	Title III	2,853.00

Summary of Expenditures in this Plan

Total Expenditures by Funding Source

Funding Source	Total Expenditures
Common Core	185,070.00
District Funded	96,631.00
LCFF-EL	149,081.00
Parent-Teacher Association (PTA)	2,200.00
Title I	53,230.00
Title III	2,853.00

Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
1000-1999: Certificated Personnel Salaries	156,120.00
2000-2999: Classified Personnel Salaries	74,385.00
4000-4999: Books And Supplies	240,282.00
5000-5999: Services And Other Operating Expenditures	18,278.00

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	259,577.00
Goal 2	208,368.00
Goal 3	14,720.00
Goal 4	6,400.00

Home/School Compact

It is important that families and schools work together to help students achieve high academic standards. Through a process that included teachers, families, and students, the following are agreed upon roles and responsibilities that we, as partners, will carry out to support student success in school and life.

Student Pledge:

I realize that my education is important. I know I am the one responsible for my own success.

Therefore, I agree to carry out the following responsibilities to the best of my ability:

- _____ I will register for and regularly access on School Loop with my own account.
- _____ I will return completed homework on time.
- _____ I will return corrected work to my parent(s).
- _____ I will arrive at school on time every day unless I am ill.
- _____ I will be responsible for my own behavior.
- _____ I will be a cooperative learner.

Student's Name _____

Student's Signature _____ Date _____

Parents Pledge:

I understand that my participation in my child's education will help his/her achievement and attitude.

Therefore, I agree to carry out the following responsibilities to the best of my ability:

- _____ I will register for and regularly access School Loop with my own account.
- _____ I will provide a quiet place for my child to study.
- _____ I will encourage my child to complete his/her homework.
- _____ I will make sure my child gets an adequate night's sleep.
- _____ I will see to it that my child arrives at school on time every day.
- _____ I will ensure that my child reads at least 15 minutes per day.
- _____ I will attend Back to School Night, Parent Conferences, and Open House.
- _____ I will support the school/district policies on homework, discipline and attendance.

Parent's Signature _____ Date _____

Staff Pledge:

- _____ We will teach all the necessary concepts to your child before regular homework is assigned.
- _____ We will strive to be aware of the individual needs of your child.
- _____ We will regularly communicate with you regarding your child's progress.
- _____ We will provide a safe and positive learning environment for your child.

Everyone Will...

- Be equal partners to achieve successful learning.
- Communicate clearly, regularly and respectfully regarding roles and responsibilities.

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Jay Adams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maryellen Jackson	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kim Nguyen	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thomas Warf	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amy Nevin	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shelley Green	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bev Lyall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Andra Johnson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Emily Pham	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cassidy Tran	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Numbers of members of each category:	1	4		3	2

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s) to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply):**

- | | |
|--|---|
| <input type="checkbox"/> State Compensatory Education Advisory Committee | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input checked="" type="checkbox"/> English Learner Advisory Committee | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> Special Education Advisory Committee | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> Gifted and Talented Education Program Advisory Committee | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> District/School Liaison Team for schools in Program Improvement | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> Compensatory Education Advisory Committee | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> Departmental Advisory Committee (secondary) | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> Other committees established by the school or district (list): | <hr style="border: 0; border-top: 1px solid black;"/> Signature |

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on May 21, 2014.

Attested:

Jay Adams		
Typed Name of School Principal	Signature of School Principal	Date

Emily Pham		
Typed Name of SSC Chairperson	Signature of SSC Chairperson	Date

The Single Plan for Student Achievement

School: William T. Newland Elementary School
CDS Code: 30-66498-6027999
District: Fountain Valley School District
Principal: Chris Mullin
Revision Date: June 4, 2014

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Chris Mullin
Position: Principal
Phone Number: (714) 378-4200
Address: 8787 Dolphin Street
Huntington Beach, CA 92646
E-mail Address: mullinc@fvsd.us

The District Governing Board approved this revision of the SPSA on June 18, 2014.

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School Vision and Mission

William T. Newland Elementary School's Vision and Mission Statements

Mission Statement

The staff and community of Newland School are committed to providing an educational environment in which academic excellence is expected and all children are encouraged to develop:

- Their maximum potential
- A positive attitude toward self and others
- A love of learning
- The ability to think creatively and critically
- An appreciation for diversity in others
- Effective communication skills
- The ability to be a productive, useful member of society

Vision Statement

Our staff will be dedicated to maintaining and enhancing the spirit of excellence that pervades our school and community. All of Newland's teachers will teach to the Common Core State Standards, challenging each student to reach his maximum potential. Teachers will strive to help students demonstrate mastery on the Common Core Tests. The following special programs will help students achieve their highest potential: Speech and Language, Resource Specialist Program, Gifted and Talented Program, Remediation, Special Day Classes, and Social Skills Classes. The education program will also be enhanced through community involvement utilizing our hardworking and supportive parents and business partners. Parents and teachers will conduct ongoing assessments of the school-based program. Our standards based program will utilize hands-on activities, manipulatives, group projects, portfolios, District Interim Assessments, and unit tests provided by the adopted publishers. The Newland staff will continue to develop professionally in order to provide high quality instruction. Teachers will continue to use the media center and other technology to make learning accessible and enticing for students. Finally, Newland will provide a nurturing caring environment that encourages the celebration and joy of learning. The school environment will be clean, orderly, and a place where all students will feel safe and secure.

School Profile

William T. Newland School is a k-5 elementary school serving approximately 430 students. Newland is located in Huntington Beach, California.

School Demographic Characteristics:

Enrollment - 447

English Learners - 16

Socio-Economic Disadvantaged - 37

Special Education - 52

Our parent community is strong and active in supporting our instructional program and students receive enriched opportunities as a result of the volunteers' countless dedicated hours. Newland School uses all available resources in the community to assist students in their emotional and academic development. Parents take advantage of the ample opportunities to be involved in activities that benefit students.

- Parent Teacher Association
- School Site Council
- Fountain Valley Educational Foundation
- Classroom Volunteers
- Book It Reading Program
- District GATE Advisory Committee

- EL Tutoring Program
- GLAD
- Action Committee for Education
- Art Masters
- Business/Community Partnerships
- Class Act
- Mind Institute ST Math
- Accelerated Reader/Math
- Positive Intervention Behavioral Supports
- Chess Club
- Knitting Club
- Kids Art
- Band
- Extended School Program
- Child Development Center

Newland is the intake center for the District's PB5 (Parent Birth to five years) program. Students are referred for testing by Regional Center and parents or doctors when there is a suspected developmental delay. One or all of the following professionals administer the appropriate testing: the occupational therapist, classroom teacher, psychologist, speech and language pathologist, adaptive Physical Education specialist, and/or nurse. The team meets monthly to determine appropriate placement and level of services. Newland houses a special day pre-school class, a blended pre-school class, social skills groups, occupational therapy and adaptive physical education. These programs provide services for children with identified needs between the ages of three to five years of age.

In addition to servicing the Special Day Class population, Resource Specialists and Speech and Language pathologists are also provided for the kindergarten through fifth grade students that require additional support in the classroom. Students come from other schools to participate in these programs such as social skills and the SUCCESS Program, a K - 5th grade class for students needing additional teaching strategies in their learning environment.

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Annually, the District administers a survey to parents of English learners. Parents consistently indicate they are pleased with the progress their children are making learning English. The complete results are available in the Fountain Valley School District Program Effectiveness document.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

The Board of Trustees and District administrators value learning and teaching. Throughout the year, District leaders make it a priority to visit every school multiple times.

Analysis of Current Instructional Program

The eight State priority areas listed below are outlined in the Local Control Accountability Plan regulations. These areas will be used to guide discussions regarding the current instructional practices for all students including English learners, socio-economically disadvantaged students, students with disabilities, and foster youth.

1. Conditions of Learning

Basic Services (refer to SARC)

Teachers (SARC Section VII)

Strengths	Needs
<ul style="list-style-type: none"> All highly qualified/credentialed teachers 	

Textbooks (SARC – Section IX)

Strengths	Needs
<ul style="list-style-type: none"> Textbooks for all subject areas 	<ul style="list-style-type: none"> Common Core textbooks/materials needed

Facilities (SARC – Section VI)

Strengths	Needs
<ul style="list-style-type: none"> Excellent grounds maintenance by our district grounds workers Overall an excellent campus for our students with access to playground equipment and open grass areas for play. Solar panels 	<ul style="list-style-type: none"> Custodial maintenance consistency Additional parking lot Patching of cracks, holes, dips caused by tree and land settlement Aging pipe replacement

Common Core State Standards (CCSS professional development calendar, Interim Assessment results & school related information)

All Students

CCSS

Strengths	Needs
<ul style="list-style-type: none"> CCSS staff development in ELA and Math. (See professional development calendar) Principal Training Program - Pivot 	<ul style="list-style-type: none"> More instructional resources Adequate alignment of benchmark tests. Off site staff development

English Learners

CCSS

Strengths	Needs

English Language Development (ELD)

Strengths	Needs
	<ul style="list-style-type: none"> No specific ELD program

Fountain Valley School District Common Core State Standards Interim Assessments

English Language Arts

Strengths	Needs
<ul style="list-style-type: none"> CC Steering Committee formed to create, evaluate, and monitor new CC benchmark tests. 	<ul style="list-style-type: none"> Need time to evaluate new assessments

Math

Strengths	Needs
<ul style="list-style-type: none"> CC Steering Committee formed to create, evaluate, and monitor new CC benchmark tests. 	<ul style="list-style-type: none"> Need time to evaluate new assessments

Course Access (middle school Master Schedule/Elementary school instructional minutes, Bilingual Tutor schedules. Special Education schedules)

All Students

Strengths	Needs
<ul style="list-style-type: none"> Protected ELA block D.I. ST Math Instructional consistency at each grade level 	<ul style="list-style-type: none"> Computer lab schedules and Arts Masters conflicts with core subjects and blocks.

English Learners

Strengths	Needs
<ul style="list-style-type: none"> Students appropriately identified 	<ul style="list-style-type: none"> Need more direct small group ELD instruction

Low Income Students

Strengths	Needs
<ul style="list-style-type: none"> Free-reduced lunch program Teachers/families provide materials for low income students. 	<ul style="list-style-type: none"> More support and intervention opportunities need to be available for our low income students.

Students with Disabilities

Strengths	Needs
<ul style="list-style-type: none"> Students appropriately placed per IEP; including inclusion when appropriate and feasible IEP goals are attainable for each student 	<ul style="list-style-type: none"> Are students on an IEP missing course(s) during “pull out” services? More consistent inclusion opportunities

California English Language Development Test (SPSA School and Student Performance Data)

AMAO 1

Strengths	Needs

AMAO 2

Strengths	Needs
	<ul style="list-style-type: none"> 2 students in EL instruction over 5 years

Reclassified Rates (Aeries report)

Strengths	Needs
<ul style="list-style-type: none"> R-FEP rates meet or exceed district rates each year. 	

California Physical Fitness Test (SARC – Section III)

Strengths	Needs
<ul style="list-style-type: none"> 75.3% are meeting at least 5 of the 6 fitness standards Wellness Wednesdays. 	<ul style="list-style-type: none"> Only 44.9% are meeting all 6 or 6 standards Adhering to P.E. required minutes Parental and community support with educating students on the importance of physical education and increasing physical activity.

Other Student Outcomes (Illuminate)

Dibels Next

All Students

Strengths	Needs
<ul style="list-style-type: none"> DIBELS Next across all grade levels Small group instruction and placement is based on scores. 	<ul style="list-style-type: none"> Time to assess all students in the beginning of the year DIBELS Next does not always assess actual reading skills

English learners

Strengths	Needs

Socioeconomically Disadvantaged (Low Income)

Strengths	Needs

Students with Disabilities

Strengths	Needs

2. Pupil Outcomes

Adequate Yearly Progress (SPSA School and Student Performance Data)

All Students

Strengths	Needs
<ul style="list-style-type: none"> Positive school-wide growth in both ELA and math 	

White

Strengths	Needs
<ul style="list-style-type: none"> AYP: ELA 89.8% Math 92.8% Made growth over previous year... Met AYP in math and English Population out-performs other subgroups 	

Asian

Strengths	Needs
<ul style="list-style-type: none"> Population scored 94.1% in math 	<ul style="list-style-type: none"> Population scored 82.4% in ELA... below 89.2% target

Hispanic

Strengths	Needs
<ul style="list-style-type: none"> Population increased 18% in ELA and 8% in math 	<ul style="list-style-type: none"> Still below ELA and math targets

English Learners

Strengths	Needs
	<ul style="list-style-type: none"> Although small population (11) only 63% proficient.

Socioeconomically Disadvantaged (Low Income)

Strengths	Needs
<ul style="list-style-type: none"> Population increased 24% in ELA and 10% in math 	<ul style="list-style-type: none"> Still below ELA and math targets

Students with Disabilities

Strengths	Needs
<ul style="list-style-type: none"> Population increased 3.5% in ELA and 3.6% in math 	<ul style="list-style-type: none"> Still below ELA and math targets, lowest of subgroups

Academic Performance Index (SPSA School and Student Performance Data)

All Students

Strengths	Needs
<ul style="list-style-type: none"> 23 point growth. API is now at 944 	<ul style="list-style-type: none"> Continue to sustain growth, even though the new testing model will be different and API scores will not be available in the coming year. Instructional materials not aligned with new CC standards

White

Strengths	Needs
<ul style="list-style-type: none"> White API grew 20 points to 951 	<ul style="list-style-type: none"> Sustain growth

Asian

Strengths	Needs
<ul style="list-style-type: none"> Asian API grew 18 points to 945 	<ul style="list-style-type: none"> Sustain growth

Hispanic

Strengths	Needs
<ul style="list-style-type: none"> Hispanic API grew 28 points to 901 	<ul style="list-style-type: none"> Hispanic API is 43 points lower than the school average.

English Learner

Strengths	Needs
	<ul style="list-style-type: none"> API is 47 points lower than the school average.

Socioeconomically Disadvantaged (Low Income)

Strengths	Needs
<ul style="list-style-type: none"> API grew 58 points to 906 	<ul style="list-style-type: none"> API is 38 points lower than the school average.

Students with Disabilities

Strengths	Needs
<ul style="list-style-type: none"> • API grew 37 points to 838 	<ul style="list-style-type: none"> • API is 106 points lower than the school average.

Writing Benchmarks (Illuminate – In Progress)

Narrative

Strengths	Needs
<ul style="list-style-type: none"> • Consistent genres at each grade level. • Flexibility in choosing genre. 	<ul style="list-style-type: none"> • Assess prompts at each grade level

Argument (Opinion)

Strengths	Needs
	<ul style="list-style-type: none"> • More relevant prompts. • Citing text evidence.

Information/Explanatory

Strengths	Needs
	<ul style="list-style-type: none"> • Need more informational text to practice writing skills

3. Engagement

Parent Involvement (School Information): Team Feedback: Available Docs

Strengths	Needs
<ul style="list-style-type: none"> • Strong PTA • Parents supporting misc. teacher needs 	

Student Engagement (refer to Aeries)

Attendance (Aeries)

Strengths	Needs
<ul style="list-style-type: none"> • 95.88% in 12-13 	<ul style="list-style-type: none"> • Slightly below district average attendance in 2013

Chronic Absenteeism (Aeries)

Strengths	Needs
	<ul style="list-style-type: none"> • 16.18% of chronic absenteeism was approx. 10% higher than district average in 2013

School Climate

Suspensions (Aeries)

Strengths	Needs
<ul style="list-style-type: none"> • PBIS 	<ul style="list-style-type: none"> • 9 suspensions in past 2 years

Expulsions (Aeries)

Strengths	Needs
<ul style="list-style-type: none"> • No expulsions reported in the last 3 years. 	

Survey (California Healthy Kids Survey Results and school surveys)

Strengths	Needs
<ul style="list-style-type: none">• Cigarette use is only reported at 1%• Marijuana was reported at 0%	<ul style="list-style-type: none">• Alcohol use was reported at 20%.• Inhalants were reported at 4%, which is well above cigarette use.

Description of Barriers and Related School Goals

Description of possible barriers related to goal: Implementation of CCSS

- Lack of time for collaboration
- Lack of time for data analysis
- Lack of time for professional growth
- Lack of time for on-going Professional Development for CCSS
- Lack of a consistent writing program (school and district-wide)

Description of possible barriers related to goal: Student Achievement

- Lack of manipulatives and/or kits to supplement math instruction
- Lack of professional development on mathematics strategies
- More time needed for small group math instruction
- Motivation needed for students who struggle and reach plateaus in Jiji math or AR Reading

Description of possible barriers related to goal: Parent Involvement

- Parents are reluctant to join PTA or serve in volunteer positions (usually in K-2). Parents of older students tend to join the PTA board in 3-5th grade, rather than K-2.
- Language barrier with our EL parents.

Description of possible barriers related to goal: Student Engagement and School Climate

- Staff members need to be more consistent with PBIS rewards and program components
- More after school programs needed to allow more access for students to become more "connected" to school.
- Support needed from parents by not taking vacations during school time and allowing students to remain at home when the child is not sick.

School and Student Performance Data

Academic Performance Index by Student Group

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Number Included	238	242	245	162	160	166	3	3	1	41	34	34
Growth API	940	921	944	941	931	951				952	927	945
Base API	906	940	921	904	941	932				947	952	927
Target	A	A	A	A	A	A						
Growth	34	-19	23	37	-10	19						
Met Target	Yes	Yes	Yes	Yes	Yes	Yes						

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Number Included	20	31	34	15	8	11	38	45	32	35	45	39
Growth API	956	873	901	966		897	912	848	906	834	821	838
Base API	869	956	874	957	966		888	912	848	788	834	822
Target												
Growth												
Met Target												

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

English-Language Arts Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	99	99	99	100	98	100	100	100	100	98	100
Number At or Above Proficient	200	199	214	136	137	149	--	--		37	29	28
Percent At or Above Proficient	84.0	82.6	87.3	84.0	85.6	89.8	--	--	--	90.2	87.9	82.4
AYP Target: ES/MS	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2
Met AYP Criteria	Yes	Yes	Yes	Yes	Yes	Yes	--	--	--	--	--	--

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	100	100	100	100	100	100	98	100	98	98	96
Number At or Above Proficient	16	20	28	14	--	7	30	27	27	19	30	28
Percent At or Above Proficient	80.0	64.5	82.4	93.3	--	63.6	78.9	60.0	84.4	54.3	68.2	71.8
AYP Target: ES/MS	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2
Met AYP Criteria	--	--	--	--	--	--	--	--	--	--	--	--

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

Mathematics Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	99	100	99	99	100	98	100	100	100	100	100	100
Number At or Above Proficient	216	206	225	150	138	154	--	--		36	30	32
Percent At or Above Proficient	91.1	85.1	91.8	93.2	86.2	92.8	--	--	--	87.8	88.2	94.1
AYP Target: ES/MS	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5
Met AYP Criteria	Yes	Yes	Yes	Yes	Yes	Yes	--	--	--	--	--	--

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	100	100	100	100	100	100	98	100	98	100	96
Number At or Above Proficient	18	24	29	13	--	9	30	32	26	30	33	30
Percent At or Above Proficient	90.0	77.4	85.3	86.7	--	81.8	78.9	71.1	81.3	85.7	73.3	76.9
AYP Target: ES/MS	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5
Met AYP Criteria	--	--	--	--	--	--	--	--	--	--	--	--

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

CELDT (Annual Assessment) Results

Grade	2012-13 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
K			***** *	***							*****
1	***** *	***							***** **	***	*****
2			***** *	***							*****
3					3	75			1	25	4
4	***** *	***									*****
5	***** *	***					***** *	***			*****
Total	3	27	2	18	3	27	1	9	2	18	11

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

CELDT (All Assessment) Results

Grade	2012-13 CELDT (All Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
K			1	14	4	57	1	14	1	14	7
1	1	25	1	25	1	25			1	25	4
2			***** *	***							*****
3					3	75			1	25	4
4	***** *	***									*****
5	***** *	***					***** *	***			*****
Total	3	16	3	16	8	42	2	11	3	16	19

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2010-11	2011-12	2012-13
Number of Annual Testers	8	8	11
Percent with Prior Year Data	100.0%	100.0%	100.0%
Number in Cohort	8	8	11
Number Met	--	--	--
Percent Met	--	--	--
NCLB Target	54.6	56.0	57.5
Met Target	*	*	*

AMAO 2	Attaining English Proficiency					
	2010-11		2011-12		2012-13	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	9	1	12	0	15	2
Number Met	--	--	--	--	--	--
Percent Met	--	--	--	--	--	--
NCLB Target	18.7	43.2	20.1	45.1	21.4	47.0
Met Target	*	*	*	*	*	*

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2010-11	2011-12	2012-13
English-Language Arts			
Met Participation Rate	--	--	--
Met Percent Proficient or Above	--	--	--
Mathematics			
Met Participation Rate	--	--	--
Met Percent Proficient or Above	--	--	--

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2010-11	2011-12	2012-13
Number of Annual Testers	627	623	635
Percent with Prior Year Data	100	100.0	100.0
Number in Cohort	627	623	635
Number Met	455	493	504
Percent Met	72.6	79.1	79.4
NCLB Target	54.6	56.0	57.5
Met Target	Yes	Yes	Yes

AMAO 2	Attaining English Proficiency					
	2010-11		2011-12		2012-13	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	587	194	597	150	626	162
Number Met	247	139	312	112	326	120
Percent Met	42.1	71.6	52.3	74.7	52.1	74.1
NCLB Target	18.7	43.2	20.1	45.1	21.4	47.0
Met Target	Yes	Yes	Yes	Yes	Yes	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2010-11	2011-12	2012-13
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	Yes	Yes	No
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	Yes	Yes	No
Met Target for AMAO 3	Yes	Yes	No

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Implementation of Common Core
LEA GOAL:
Goal 2: All students will have access to textbooks and instructional materials aligned to the Common Core State Standards (CCSS), California English Language Development (ELD), and Next Generation Science Standards (NGSS). Goal 4: To support effective implementation of the CCSS, provide professional development that includes specialized training, team planning within and across grade levels, and classroom visitations within and among schools. Goal 6: Provide the necessary technology hardware and infrastructure for the implementation of the CCSS and Smarter Balanced assessments, including personnel to provide technical support.
SCHOOL GOAL #1:
To support implementation of the Common Core State Standards, Newland Elementary will incorporate professional development, technology integration, and when available new Common Core State Standards aligned instructional materials.
Data Used to Form this Goal:
Instructional Materials: textbook adoption process and committee membership Professional Development: CCSS Steering Committee, calendar, interim assessments, staff meeting agendas Technology: technology survey, device student ratio, Chromebook cart schedules
Findings from the Analysis of this Data:
Description of possible barriers related to goal: Implementation of CCSS <ul style="list-style-type: none">• Lack of time for collaboration• Lack of time for data analysis• Lack of time for professional growth• Lack of time for on-going Professional Development for CCSS• Lack of a consistent writing program (school and district-wide)
How the School will Evaluate the Progress of this Goal:
Instructional Materials: textbook adoption process and committee membership Professional Development: CCSS Steering Committee, calendar, interim assessments, staff meeting agendas Technology: technology survey, device student ratio, Chromebook cart schedules

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Participate in District provided Common Core State standards Professional Development	9/2013 - 6/2016	Teacher, Site Administrator	Substitutes Stipends	1000-1999: Certificated Personnel Salaries	Common Core	11,157
School Provided Professional Development	9/2013 - 6/2016	Site Administrator Teachers	No expenses associated with this action			
Increase in student access to technology as well as student ratio	9/2013 - 6/2016	District and Site Administrator	Computers Headphones Mice	5000-5999: Services And Other Operating Expenditures	Common Core	23,448
Pilot Common Core State Standards Math Materials	9/2014 - 6/2015	Pilot Teachers	Substitutes Stipends	1000-1999: Certificated Personnel Salaries	Common Core	2,757
Purchase Common Core State Standards Math Materials	Spring 2015	District Administrator	Instructional Materials	4000-4999: Books And Supplies	Common Core	34,681
Implementation of Common Core State Standards Math materials and professional development	9/2015	Teachers, Site Administrators, District Administrators	Substitutes Stipends	1000-1999: Certificated Personnel Salaries	District Funded	4,366
Pilot Common Core State Standards ELA Materials	9/2015 - 6/2016	Pilot Teachers	Substitutes Stipends	1000-1999: Certificated Personnel Salaries	District Funded	2,757
Purchase of Pilot Common Core State Standards ELA Materials	Spring 2016	District Administrators	Instructional Materials	4000-4999: Books And Supplies	District Funded	34,681
Pivot Training for site Administrator	9/13 - 6/2014	Site Administrator	Presenter fees	5000-5999: Services And Other Operating Expenditures	Common Core	1,500
Participate in classroom and/or site visits of District signature practices that support Common Core State Standards	9/2013 - 6/2016	Teachers, Site Administrators	Substitutes Stipends	1000-1999: Certificated Personnel Salaries	Title I	1,976
Refresh existing staff devices and classroom technology	9/2013 - 6/2016	Teachers, site administrator, district administrators	Computers Printers	5000-5999: Services And Other Operating Expenditures	District Funded	23,291

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Technology professional development	9/2013 - 6/2016	Teachers Administrators	Substitutes Stipends	1000-1999: Certificated Personnel Salaries	District Funded	1,000

Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Achievement
LEA GOAL:
Goal 9: Students will demonstrate achievement in English language arts and math equal to or greater than the State average. Goal 10: Reduce the Achievement Gap in English language arts and math that exists among student groups equal to or greater than the State average.
SCHOOL GOAL #2:
All students, including significant subgroups, will demonstrate achievement equal to or greater than the State average in English language arts and math thereby addressing the achievement gap.
Data Used to Form this Goal:
SBAC, DIBELS Next, Accelerated Reader, Accelerated Math, CELDT, FVSD writing benchmarks Theme skills tests, AMAO I & II, AYP, API
Findings from the Analysis of this Data:
Description of possible barriers related to goal: Student Achievement <ul style="list-style-type: none"> • Lack of manipulatives and/or kits to supplement math instruction • Lack of professional development on mathematics strategies • More time needed for small group math instruction • Motivation needed for students who struggle and reach plateaus in Jiji math or AR Reading
How the School will Evaluate the Progress of this Goal:
SBAC, DIBELS Next, Writing Benchmarks, CELDT, AMAO 1 and 2, AYP, API

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Continue to provide ELD on a daily basis for targeted students.	9/2013 - 6/2016	Teacher, Site Administration	No additional expenses associated with this action			
Continue to provide and expand on DI on a daily basis	9/2013 - 6/2016	Teachers, Site Administrator	No additional expenses associated with this action			
Before and after school intervention classes for EL support	9/2013 - 6/2016	Teachers, Site Administrator	Stipends	1000-1999: Certificated Personnel Salaries	Title III	973

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Analyze and disaggregate student achievement data in English language development, English/language arts, and mathematics in order to provide timely intervention and close the achievement gap	9/2013 - 6/2016	Teachers Site Administrator	Renewal fees	5000-5999: Services And Other Operating Expenditures	LCFF-EL	3,180
Purchase supplemental instructional materials to support CCSS implementation	9/2013 - 6/2016	Teachers Site Administrator	CCSS Steering Committee selected supplemental instructional materials	4000-4999: Books And Supplies	District Funded	5,000
Participate in school library program	9/2013-6/2016	Library media technician	Personnel	2000-2999: Classified Personnel Salaries	District Funded	6,364
Utilize ST Math to support English learners, low income youth, and other high needs student populations	9/2013-6/2016	Teachers Site Administrator	Renewal fees	5000-5999: Services And Other Operating Expenditures	LCFF-EL	2,500

Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Parent Involvement
LEA GOAL:
Goal 11: Increase parent engagement and involvement of historically underserved and other high needs student populations.
SCHOOL GOAL #3:
Increase parent involvement to include a broader representation of parents on school decision-making groups, reflective of all student demographics.
Data Used to Form this Goal:
School Site Council Roster, Sign-in Sheets for Parent Opportunities, PTA roster, Parent Conference attendance
Findings from the Analysis of this Data:
Description of possible barriers related to goal: Parent Involvement <ul style="list-style-type: none"> Parents are reluctant to join PTA or serve in volunteer positions (usually in K-2). Parents of older students tend to join the PTA board in 3rd-5th grade, rather than K-2nd. Language barrier with our EL parents
How the School will Evaluate the Progress of this Goal:
School Site Council documentation; English Learner Advisory documentation; District English Learner Advisory documentation; Number of parent education opportunities; meeting sign ins, agendas, and resources; expenditures for interpretation, translation, and childcare; responses to parent surveys

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Provide parent educational opportunities	9/2013 - 6/2016	Site Administrator	No additional expenses associated with this action		Parent-Teacher Association (PTA)	
Continue to provide a bilingual Community Liaison to support parent outreach	9/2013 - 6/2016	District staff	Personnel	2000-2999: Classified Personnel Salaries	LCFF-EL	4,100
Utilize technology and social media to communicate with parents, promote involvement, and solicit input	9/2013 - 6/2016	District staff, site administrator	Personnel Annual service agreements	2000-2999: Classified Personnel Salaries	District Funded	10,120

Planned Improvements in Student Performance

School Goal #4

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Engagement & School Climate
LEA GOAL:
Goal 12: Reduce chronic absenteeism. Goal 14: Expand behavioral interventions to further reduce student suspension and expulsion rates. Goal 15: Increase meaningful student participation.
SCHOOL GOAL #4:
Create a learning and school climate that improves students' attendance, connection, and overall involvement in all aspects of their education.
Data Used to Form this Goal:
Daily attendance rates, chronic absenteeism information, suspensions, California Healthy Kids Survey results
Findings from the Analysis of this Data:
Description of possible barriers related to goal: Student Engagement and School Climate <ul style="list-style-type: none"> • Staff members need to be more consistent with PBIS rewards and program components • More after school programs needed to allow more access for students to become more "connected" to school. • Support needed from parents by not taking vacations during school time and allowing students to remain at home when the child is not sick.
How the School will Evaluate the Progress of this Goal:
Daily attendance rates, chronic absenteeism information, suspensions, California Healthy Kids Survey results

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Provide student clubs	9/2013 - 6/2016	Teacher, Site Administrator			Parent-Teacher Association (PTA)	
Assemble stakeholder groups to provide input on how to improve student attendance and reduce absenteeism	9/2013 - 6/2016	Administrators, Teachers	No expenses associated with this action			
Educate parents regarding district policy related to absenteeism	9/2013 - 6/2016	Site Administrator	No expenses associated with this action			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Review district and school site discipline plans	9/2013 - 6/2016	Site Administrator	No expenses associated with this action			
Provide health services to support attendance for high needs student populations	9/2013 - 6/2016	School staff Site administrator District staff	Personnel	1000-1999: Certificated Personnel Salaries	District Funded	4,200
Analyze suspension information to identify patterns in misconduct and/or student demographics	9/2013 - 6/2016	Site administrator District staff	No expenses associated with this action			

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
1000-1999: Certificated Personnel Salaries	Common Core	13,914.00
1000-1999: Certificated Personnel Salaries	District Funded	12,323.00
1000-1999: Certificated Personnel Salaries	Title I	1,976.00
1000-1999: Certificated Personnel Salaries	Title III	973.00
2000-2999: Classified Personnel Salaries	District Funded	16,484.00
2000-2999: Classified Personnel Salaries	LCFF-EL	4,100.00
4000-4999: Books And Supplies	Common Core	34,681.00
4000-4999: Books And Supplies	District Funded	39,681.00
5000-5999: Services And Other Operating	Common Core	24,948.00
5000-5999: Services And Other Operating	District Funded	23,291.00
5000-5999: Services And Other Operating	LCFF-EL	5,680.00

Summary of Expenditures in this Plan

Total Expenditures by Funding Source

Funding Source	Total Expenditures
Common Core	73,543.00
District Funded	91,779.00
LCFF-EL	9,780.00
Title I	1,976.00
Title III	973.00

Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
1000-1999: Certificated Personnel Salaries	29,186.00
2000-2999: Classified Personnel Salaries	20,584.00
4000-4999: Books And Supplies	74,362.00
5000-5999: Services And Other Operating Expenditures	53,919.00

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	141,614.00
Goal 2	18,017.00
Goal 3	14,220.00
Goal 4	4,200.00

Home/School Compact

It is important that families and schools work together to help students achieve high academic standards. Through a process that included teachers, families, and students, the following are agreed upon roles and responsibilities that we, as partners, will carry out to support student success in school and life.

Student Pledge:

THE STUDENT PLEDGE:

I realize that my education is important. I know I am the one responsible for my own success. Therefore, I agree to carry out the following responsibilities to the best of my ability:

- _____ I will return completed homework on time.
- _____ I will return corrected work to my parent(s).
- _____ I will arrive at school on time every day unless I am ill.
- _____ I will be responsible for my own behavior.
- _____ I will be a cooperative learner.

Student's Signature _____ Date _____

Parents Pledge:

THE PARENT PLEDGE:

I understand that my participation in my child's education will help his/her achievement and attitude. Therefore, I agree to carry out the following responsibilities to the best of my ability:

- _____ I will provide a quiet place for my child to study.
- _____ I will encourage my child to complete his/her homework.
- _____ I will make sure my child gets an adequate night's sleep.
- _____ I will see to it that my child arrives at school on time every day.
- _____ I will spend at least 15 minutes per day reading with my child.
- _____ I will attend Back to School Night, Parent Conferences, and Open House
- _____ I will support the school/district policies on homework, discipline and attendance.

Parent's Signature _____ Date _____

Staff Pledge:

THE TEACHER PLEDGE:

I understand the importance of the school experience to every child and my role as a teacher and model. Therefore, I agree to carry out the following responsibilities to the best of my ability:

- _____ I will teach all the necessary concepts to your child before regular homework is assigned.
- _____ I will strive to be aware of the individual needs of your child.
- _____ I will regularly communicate with you regarding your child's progress.
- _____ I will provide a safe and positive learning environment for your child.

Teacher's Signature _____ Date _____

Everyone Will...

- Be equal partners to achieve successful learning.
- Communicate clearly, regularly and respectfully regarding roles and responsibilities.

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Chris Mullin	[X]	[]	[]	[]	[]
Terry Johnston	[]	[X]	[]	[]	[]
Kelly Blanchard	[]	[X]	[]	[]	[]
Kenan House	[]	[]	[]	[X]	[]
Tracy Stephens	[]	[]	[]	[X]	[]
Stacy Ferris	[]	[]	[]	[X]	[]
Numbers of members of each category:	1	2		3	

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s) to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply)**:

- | | |
|--|---|
| <input type="checkbox"/> State Compensatory Education Advisory Committee | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> English Learner Advisory Committee | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> Special Education Advisory Committee | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> Gifted and Talented Education Program Advisory Committee | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> District/School Liaison Team for schools in Program Improvement | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> Compensatory Education Advisory Committee | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> Departmental Advisory Committee (secondary) | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> Other committees established by the school or district (list): | <hr style="border: 0; border-top: 1px solid black;"/> Signature |

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on June 4, 2014.

Attested:

Chris Mullin		
Typed Name of School Principal	Signature of School Principal	Date

Terry Johnston		
Typed Name of SSC Chairperson	Signature of SSC Chairperson	Date

The Single Plan for Student Achievement

School: Urbain H. Plavan Elementary School
CDS Code: 30-66498-6085278
District: Fountain Valley School District
Principal: Julie Ballesteros
Revision Date: May 20, 2014

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Julie Ballesteros
Position: Principal
Phone Number: (714) 378-4230
Address: 9675 Warner Ave.
Fountain Valley, CA 92708
E-mail Address: BallesterosJ@fvsd.us

The District Governing Board approved this revision of the SPSA on June 18, 2014.

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School Vision and Mission

Urbain H. Plavan Elementary School's Vision and Mission Statements

Mission Statement

The mission of Plavan Elementary School is to provide each student with opportunities to reach his/her full potential as a lifelong learner through implementation of high academic standards, providing differentiated instruction to all students, in a safe and nurturing learning environment while maintaining strong home-school-community connections and promoting individual responsibility.

Vision Statement

Our staff will be dedicated to maintaining and enhancing the spirit of excellence that pervades our school and community. All Plavan teachers will teach the Common Core State Standards challenging each student to reach his or her maximum potential. The following special programs will help students achieve their highest potential: Speech and Language, Resource Specialist Program, Gifted and Talented Program, English Language Development, and Special Day Classes. Our programs will also be enhanced through community involvement utilizing our supportive parents and business partners. Our standards based programs will utilize hands-on activities, manipulatives, group projects, portfolios, District Benchmark Tests, and unit tests provided by the adopted publishers. The Plavan staff will continue to develop professionally in order to provide high quality instruction. Teachers will continue to use technology to make learning accessible and enticing for students. Finally, Plavan will provide a safe and nurturing learning environment while maintaining strong home-school-community connections and promoting individual responsibility.

School Profile

SCHOOL PROFILE

Urbain H. Plavan School is a K-5 elementary school located in the city of Fountain Valley, in Orange County. Our high quality instructional program is designed to meet the varied needs of our student population. All students receive core curriculum instruction as identified by the Fountain Valley School District and State Standards. Instruction is enriched through a variety of special programs and instructional strategies. We offer a cluster program for identified gifted students, transitional mainstream classroom instruction for English Learners (EL), and special services for identified special education students. Our staff is committed to high standards for all students that will prepare them for their future.

Teachers, staff, and administrator act on the principle that students come first. The educational programs at the school are tailored to meet the needs of the changing school population. Plavan School is dedicated to ensuring the academic success of every student, providing them with a comprehensive educational experience that becomes an integral part of their lives.

SCHOOL DEMOGRAPHIC CHARACTERISTICS based on Illuminate Education, October 2013.

Due to the change in definition of Hispanic, the number/percent are estimates

Plavan Total Enrollment:	507
White, not Hispanic	150
English Language Learners	135
Title II Eligible Immigrants	15
Gifted and Talented	13
Socio- economically Disadvantage	145
Special Education	38
LEP	156
Asian	281
Hispanic/Latino	83

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Annually, the District administers a survey to parents of English learners. Parents consistently indicate they are pleased with the progress their children are making learning English. The complete results are available in the Fountain Valley School District Program Effectiveness document.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

The Board of Trustees and District administrators value learning and teaching. Throughout the year, District leaders make it a priority to visit every school multiple times.

Each year the principal conducts weekly informal classroom observations. The principal uses these visits to guide staff development planning, evaluate effective teaching strategies and log best practices to be shared among peers. Certificated tenured teachers are formally observed twice a year every other year. The principal conducts a formal pre-observation meeting, a formal observation and a follow up meeting with a written summary.

Analysis of Current Instructional Program

The eight State priority areas listed below are outlined in the Local Control Accountability Plan regulations. These areas will be used to guide discussions regarding the current instructional practices for all students including English learners, socio-economically disadvantaged students, students with disabilities, and foster youth.

1. Conditions of Learning

Basic Services (refer to SARC)

Teachers (SARC Section VII)

Strengths	Needs
<ul style="list-style-type: none"> All highly qualified/credentialed teachers; none teaching outside the credentialed area. 	<ul style="list-style-type: none"> Time & familiarity with Common Core & Differentiated Instruction

Textbooks (SARC – Section IX)

Strengths	Needs
<ul style="list-style-type: none"> Textbooks for all subject areas are present on site or in the district. 	<ul style="list-style-type: none"> Common Core textbooks/materials needed Non-fiction informational text Current material not aligned to common core

Facilities (SARC – Section VI)

Strengths	Needs
<ul style="list-style-type: none"> Regular garden maintenance by our district grounds workers Overall an excellent campus for our students to play with access to playground equipment and open grass areas. Consistent cleaning process maintained with Antonio and Gabriel. Solar panels 	<ul style="list-style-type: none"> Custodial cleaning and on-going maintenance of cleaning needs improvement; such as deep cleaning of carpet/air vents and dusting more often. Blacktop aging with cracks and sink holes.

Common Core State Standards (CCSS professional development calendar, Interim Assessment results & school related information)

All Students

CCSS

Strengths	Needs
<ul style="list-style-type: none"> CCSS staff development in ELA and Math. (See professional development calendar) Principal Training Program – Pivot & Elementary Principal PLC Meetings Interim assessment develop by steering committee 	<ul style="list-style-type: none"> More Common Core instructional resources Adequate alignment of benchmark tests. The Common Core Steering Committee will continue to monitor and track benchmark Need State adopted materials

English Learners

CCSS

Strengths	Needs
<ul style="list-style-type: none"> Bilingual aide support High performing EL students in standardized assessments EL students have plenty of collaborative opportunities with native speakers. Teacher created materials 	<ul style="list-style-type: none"> ELD consistent resource/curriculum for teachers Need State adopted materials

English Language Development (ELD)

Strengths	Needs
<ul style="list-style-type: none"> • Before/After School Intervention for EL students. 	<ul style="list-style-type: none"> • No specific ELD program • Need state adopted materials

Fountain Valley School District Common Core State Standards Interim Assessments

English Language Arts

Strengths	Needs
<ul style="list-style-type: none"> • Teacher involvement. The Common Core Steering Committee working to align the Interim Assessments with the new Common Core 	<ul style="list-style-type: none"> • Time to reflect and adjust assessments as needed.

Math

Strengths	Needs
<ul style="list-style-type: none"> • Teacher involvement. The Common Core Steering Committee working to align the Interim Assessments with the new Common Core • ST Math implementation and incentive programs 	<ul style="list-style-type: none"> • Time to reflect and adjust assessments as needed.

Course Access (middle school Master Schedule/Elementary school instructional minutes, Bilingual Tutor schedules. Special Education schedules)

All Students

Strengths	Needs
<ul style="list-style-type: none"> • ELA/Math/ block consistent across grade levels. • ST Math key component of student curriculum access • Greater emphasis nonfiction, informational text • Differentiated, Small Group Instruction implementation • Special Ed schedules developed to maximize student learning 	<ul style="list-style-type: none"> • Grade level consistency in Differentiated Instruction/Small Group implementation. • Limited bilingual tutor hours prohibits schedule that maximizes learning.

English Learners

Strengths	Needs
<ul style="list-style-type: none"> • Bilingual aide support • Collaborative grouping opportunities with Native speakers. • Students appropriately identified • Small group instruction 	<ul style="list-style-type: none"> • Limited bilingual tutor hours prohibits schedule that maximizes learning.

Low Income Students

Strengths	Needs
<ul style="list-style-type: none"> • Equal access • Small group instruction 	<ul style="list-style-type: none"> • More support and intervention opportunities need to be available for our low income students. • Counseling and emotional support

Students with Disabilities

Strengths	Needs
<ul style="list-style-type: none"> • Excellent Support Staff • Students appropriately placed per IEP; including inclusion when appropriate and feasible • IEP goals are attainable for each student 	<ul style="list-style-type: none"> • Balancing “pull out” vs core access • More consistent inclusion opportunities

California English Language Development Test (SPSA School and Student Performance Data)

AMAO 1

Strengths	Needs
<ul style="list-style-type: none"> 80.0% met AMAO1 target in 2013 	

AMAO 2

Strengths	Needs
<ul style="list-style-type: none"> 54.3% met AMAO2 target in 2013 	

Reclassified Rates (Aeries report)

Strengths	Needs
	<ul style="list-style-type: none"> Plavan R-FEP rates are below the district averages by 3%.

California Physical Fitness Test (SARC – Section III)

Strengths	Needs
<ul style="list-style-type: none"> 95.3% are meeting at least 4 of the 6 fitness standards Wellness Wednesdays Noon Leagues 	<ul style="list-style-type: none"> Goal of 100% meeting 4 of 6 standards Adhering to P.E. required minutes Parental and community support with educating students on the importance of physical education and increasing physical activity.

Other Student Outcomes (Illuminate)

Dibels Next

All Students

Strengths	Needs
<ul style="list-style-type: none"> DIBELS Next across all grade levels DIBELS Next used to identify students who may need support/intervention 	<ul style="list-style-type: none"> Time to assess all students in the beginning and throughout the year.

English learners

Strengths	Needs

Socioeconomically Disadvantaged (Low Income)

Strengths	Needs

Students with Disabilities

Strengths	Needs

2. Pupil Outcomes

Adequate Yearly Progress (SPSA School and Student Performance Data)

All Students

Strengths	Needs
<ul style="list-style-type: none"> All students performed near 75% proficient and advanced in ELA All students performed at 84.4% proficient and advanced in math. 	<ul style="list-style-type: none"> 11% decline from 2012-2013 in ELA. All students did not meet the AYP target of 89.5% in math.

White

Strengths	Needs
<ul style="list-style-type: none"> All white students performed at 75.0% proficient and advanced in math. 	<ul style="list-style-type: none"> White students did not meet the AYP target of 89.2% in ELA with a 8.6% decrease from 78.3 (2012) to 69.7 (2013) White students did not meet the AYP target of 89.5% in math with a 6% decrease from 84.5 (2012) to 78.8 (2013)

Asian

Strengths	Needs
<ul style="list-style-type: none"> Our Asian population continues to out-perform all other subgroups in ELA with 80.0% proficient and advanced. Our Asian population continues to out-perform all other subgroups in Math with 91.1% proficient and advanced. 	<ul style="list-style-type: none"> Although our Asian population scored 80.0% in ELA, they did not meet the AYP of 89.2%.

Hispanic

Strengths	Needs
<ul style="list-style-type: none"> The Hispanic subgroup performed at 64.3% proficient or advance...well above state average. They maintained their percentage of proficient and advanced with a 76% in math. 	<ul style="list-style-type: none"> Our Hispanic population did not meet the AYP of 89.2% in ELA. Or 89.5% in math.

English Learners

Strengths	Needs
<ul style="list-style-type: none"> Our EL population is only 1.9% below the school average, which is easily attainable for future growth in ELA. They maintained above an 80% in math. 	<ul style="list-style-type: none"> Identifying specific needs of our EL students. Our ELs did not meet the AYP of 89.2% in ELA or 89.5% in math.

Socioeconomically Disadvantaged (Low Income)

Strengths	Needs
	<ul style="list-style-type: none"> Low income students did not meet the AYP target of 89.2% in ELA with a 9.1% decrease from 79.0 (2012) to 69.9 (2013) Low income students did not meet the AYP target of 89.5% in math with a 5.2% decrease from 84.0 (2012) to 78.8 (2013)

Students with Disabilities

Strengths	Needs
<ul style="list-style-type: none"> 6.4% growth over the past 3 years in ELA. 20.8% growth over the past 3 years in Math. 	<ul style="list-style-type: none"> 26.1% decline from 2012-2013 in ELA; greatest discrepancy with school average. 6.1% decline from 2012-2013 in math.

Academic Performance Index (SPSA School and Student Performance Data)

All Students

Strengths	Needs
<ul style="list-style-type: none"> 12 point growth in API from 2011 to 2013. 	<ul style="list-style-type: none"> 33 point drop from 2012-2013 after 45 point increase from 2011-2012. Consistency; grade level and classrooms

White

Strengths	Needs
	<ul style="list-style-type: none"> White API decreased 38 points from 2012-2013.

Asian

Strengths	Needs
<ul style="list-style-type: none"> Asian API is higher than the school average at 932 	<ul style="list-style-type: none"> Asian API declined by 24 points from 2012 to 2013.

Hispanic

Strengths	Needs
<ul style="list-style-type: none"> Hispanic API increased 63 points from 2011 to 2013. 	<ul style="list-style-type: none"> Hispanic API is 48 points lower than the school average.

English Learner

Strengths	Needs
<ul style="list-style-type: none"> EL API is only 1 point less than the school average. 	<ul style="list-style-type: none"> EL API has decreased by 46 points from 2012.

Socioeconomically Disadvantaged (Low Income)

Strengths	Needs
<ul style="list-style-type: none"> Low income sub-group has improved by 18 points since 2011. 	<ul style="list-style-type: none"> A 16 point gap still exists between low income and the school average.

Students with Disabilities

Strengths	Needs
<ul style="list-style-type: none"> 79 point increase since 2011 	<ul style="list-style-type: none"> A 95 point gap still exists.

Writing Benchmarks (Illuminate – In Progress)

Narrative

Strengths	Needs
<ul style="list-style-type: none"> Consistent genres at each grade level. Flexibility in choosing genre. Writing data used for reclassification and student progress 	<ul style="list-style-type: none"> Writing Benchmark closely aligned to new SBAC...citing text evidence.

Argument (Opinion)

Strengths	Needs
<ul style="list-style-type: none"> On-going; more data will be available 	<ul style="list-style-type: none"> More relevant prompts. Citing text evidence.

Information/Explanatory

Strengths	Needs
<ul style="list-style-type: none"> On-going; more data will be available 	<ul style="list-style-type: none"> Need more informational text to practice writing skills

3. Engagement

Parent Involvement (School Information): Team Feedback: Available Docs

Strengths	Needs
<ul style="list-style-type: none"> Strong classroom involvement; Amazing parent support School Site Council ELAC PTO 	<ul style="list-style-type: none"> Better communication

Student Engagement (refer to Aeries)

Attendance (Aeries)

Strengths	Needs
<ul style="list-style-type: none"> At District average attendance in 2012 and 2013. Monthly attendance letter and phone calls. 	

Chronic Absenteeism (Aeries)

Strengths	Needs
<ul style="list-style-type: none"> Below district average in 2013 	

School Climate

Suspensions (Aeries)

Strengths	Needs
<ul style="list-style-type: none"> Progressive Discipline; strong classroom management PBIS Student relationships 	

Expulsions (Aeries)

Strengths	Needs

Survey (California Healthy Kids Survey Results and school surveys)

Strengths	Needs

Description of Barriers and Related School Goals

Description of possible barriers related to goal:

- Implementation of CCSS
- Lack of time for collaboration
- Lack of time for data analysis
- Lack of time for professional growth
- Lack of time for on-going professional development for CCSS
- Lack of a consistent writing program (school and district-wide)

Description of possible barriers related to goal: Student Achievement

- Lack of manipulatives and/or kits to supplement math instruction
- Lack of professional development on mathematics strategies
- More time needed for small group math instruction
- Motivation needed for students who struggle and reach plateaus in ST Math
- More intervention classes needed for after school support for our EL and Special education students.

Description of possible barriers related to goal: Parent Involvement

- Parents are reluctant to join the PTO or serve in volunteer positions.
- Parents of older students tend to join the PTO board in 3rd-5th grades.
- Language barrier with our EL parents

Description of possible barriers related to goal: Student Engagement and School Climate

- Staff members need to be more consistent with PBIS rewards and program components
- More after school programs needed to allow more access for students to become more "connected" to school.
- Support needed from parents by not taking vacations during school time and allowing students to remain at home when the child is not sick.

School and Student Performance Data

Academic Performance Index by Student Group

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Number Included	295	301	347	105	92	99	5	4	6	138	153	180
Growth API	888	933	900	878	917	879				925	955	932
Base API	917	888	933	925	878	917				933	925	956
Target	A	A	A	A	A	A				A	A	A
Growth	-29	45	-33	-47	39	-38				-8	30	-24
Met Target	Yes	Yes	Yes	Yes	Yes	Yes				Yes	Yes	Yes

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Number Included	35	38	42	81	85	108	62	81	109	36	38	43
Growth API	789	903	852	901	941	899	866	908	884	726	888	805
Base API	822	789	903	900	901	942	878	866	908	803	726	891
Target				A	A	A	A	A	A			
Growth				1	40	-43	-12	42	-24			
Met Target				Yes	Yes	Yes	Yes	Yes	Yes			

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

English-Language Arts Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	100	100	100	99	100	100	100	100	100	100	100
Number At or Above Proficient	223	256	257	76	72	69	--	--		118	138	144
Percent At or Above Proficient	75.6	85.0	74.1	72.4	78.3	69.7	--	--	--	85.5	90.2	80.0
AYP Target: ES/MS	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2
Met AYP Criteria	Yes	Yes	No	Yes	Yes	No	--	--	--	Yes	Yes	No

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	100	100	100	100	100	99	99	99	98	98	98
Number At or Above Proficient	17	32	27	66	75	78	46	64	77	15	32	25
Percent At or Above Proficient	48.6	84.2	64.3	81.5	88.2	72.2	74.2	79.0	70.6	41.7	84.2	58.1
AYP Target: ES/MS	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2
Met AYP Criteria	--	--	--	Yes	Yes	No	Yes	Yes	No	--	--	--

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

Mathematics Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	100	100	100	99	100	100	100	100	100	100	100
Number At or Above Proficient	232	264	292	83	78	78	--	--		117	143	164
Percent At or Above Proficient	78.6	87.7	84.1	79.0	84.8	78.8	--	--	--	84.8	93.5	91.1
AYP Target: ES/MS	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5
Met AYP Criteria	Yes	Yes	No	Yes	Yes	No	--	--	--	Yes	Yes	Yes

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	100	100	100	100	100	99	99	99	98	98	98
Number At or Above Proficient	18	29	32	66	77	91	42	68	85	21	32	34
Percent At or Above Proficient	51.4	76.3	76.2	81.5	90.6	84.3	67.7	84.0	78.0	58.3	84.2	79.1
AYP Target: ES/MS	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5
Met AYP Criteria	--	--	--	Yes	Yes	No	Yes	Yes	No	--	--	--

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

CELDT (Annual Assessment) Results

Grade	2012-13 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
1	5	25	7	35	8	40					20
2	10	30	14	42	7	21	1	3	1	3	33
3	9	29	16	52	6	19					31
4	2	29	3	43	2	29					7
5	4	44	3	33	2	22					9
Total	30	30	43	43	25	25	1	1	1	1	100

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

CELDT (All Assessment) Results

Grade	2012-13 CELDT (All Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
K	1	4	2	8	7	27	10	38	6	23	26
1	6	24	10	40	8	32			1	4	25
2	10	30	14	42	7	21	1	3	1	3	33
3	10	30	17	52	6	18					33
4	2	25	4	50	2	25					8
5	4	31	6	46	2	15			1	8	13
Total	33	24	53	38	32	23	11	8	9	7	138

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2010-11	2011-12	2012-13
Number of Annual Testers	79	93	100
Percent with Prior Year Data	100.0%	100.0%	100.0%
Number in Cohort	79	93	100
Number Met	66	78	80
Percent Met	83.5%	83.9%	80.0%
NCLB Target	54.6	56.0	57.5
Met Target	Yes	Yes	Yes

AMAO 2	Attaining English Proficiency					
	2010-11		2011-12		2012-13	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	106	8	110	4	116	9
Number Met	46	--	61	--	63	--
Percent Met	43.4%	--	55.5%	--	54.3%	--
NCLB Target	18.7	43.2	20.1	45.1	21.4	47.0
Met Target	Yes	*	Yes	*	Yes	*

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2010-11	2011-12	2012-13
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	Yes	Yes	No
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	Yes	Yes	No

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2010-11	2011-12	2012-13
Number of Annual Testers	627	623	635
Percent with Prior Year Data	100	100.0	100.0
Number in Cohort	627	623	635
Number Met	455	493	504
Percent Met	72.6	79.1	79.4
NCLB Target	54.6	56.0	57.5
Met Target	Yes	Yes	Yes

AMAO 2	Attaining English Proficiency					
	2010-11		2011-12		2012-13	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	587	194	597	150	626	162
Number Met	247	139	312	112	326	120
Percent Met	42.1	71.6	52.3	74.7	52.1	74.1
NCLB Target	18.7	43.2	20.1	45.1	21.4	47.0
Met Target	Yes	Yes	Yes	Yes	Yes	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2010-11	2011-12	2012-13
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	Yes	Yes	No
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	Yes	Yes	No
Met Target for AMAO 3	Yes	Yes	No

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Implementation Of Common Core
LEA GOAL:
<p>Goal 2: All students will have access to textbooks and instructional materials aligned to the Common Core State Standards (CCSS), California English Language Development (ELD), and Next Generation Science Standards (NGSS).</p> <p>Goal 4: To support effective implementation of the CCSS, provide professional development that includes specialized training, team planning within and across grade levels, and classroom visitations within and among schools.</p> <p>Goal 6: Provide the necessary technology hardware and infrastructure for the implementation of the CCSS and Smarter Balanced assessments, including personnel to provide technical support.</p>
SCHOOL GOAL #1:
To support implementation of the Common Core State Standards, Plavan will incorporate professional development, technology integration, and when available new Common Core State Standards aligned instructional materials.
Data Used to Form this Goal:
<p>Instructional Materials: textbook adoption process and committee membership</p> <p>Professional Development: CCSS Steering Committee, calendar, interim assessments</p> <p>Technology: technology survey, device student ratio, Chromebook cart schedules</p>
Findings from the Analysis of this Data:
<p>Description of possible barriers related to goal: Implementation of CCSS</p> <ul style="list-style-type: none"> • Lack of time for collaboration • Lack of time for data analysis • Lack of time for professional growth • Lack of time for on-going professional development for CCSS • Lack of a consistent writing program (school and district-wide)
How the School will Evaluate the Progress of this Goal:
<p>Instructional Materials: textbook adoption process and committee membership</p> <p>Professional Development: CCSS Steering Committee, calendar, interim assessments</p> <p>Technology: technology survey, device student ratio, Chromebook cart schedules</p>

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Participate in District provided Common Core State Standards Professional Development	09/2013 - 06/2016	Teachers, Site Administrators	Substitutes Stipends	1000-1999: Certificated Personnel Salaries	Common Core	12,855
Participate in school site provided Common Core State Standards professional development	09/2013-06/2016	Site Administrator, Teachers	No expenses associated with this action			
Participate in classroom and/or site visits of District signature practices that support Common Core State Standards	09/2013-06/2016	Teachers, Site Administrators	Substitutes Stipends	1000-1999: Certificated Personnel Salaries	Title I	2,286
Increase student access to technology and increase student device ratio	09/2013-06/2015	Teachers, Site Administrator and District administrators.	Computers, mice, headphones	4000-4999: Books And Supplies	Common Core	26,798
Pilot Common Core State Materials	Sept 2014-June 2015	Pilot Teachers	Substitutes Stipends	1000-1999: Certificated Personnel Salaries	Common Core	2,757
Refresh existing staff devices and classroom technology	09/2013-06/2016	Teachers Site Administrator District Administrators	Laptops Printers	5000-5999: Services And Other Operating Expenditures	District Funded	25,757
Purchase Common Core State Standards math materials	Spring 2015	District Administration	Instructional Materials	4000-4999: Books And Supplies	Common Core	40,132
Implement Common Core State Standards math materials and participate in professional development	Sept. 2015- June 2016	Teachers, Site Administrator, District administrators	Substitutes Stipends	1000-1999: Certificated Personnel Salaries	District Funded	5,093
Pilot Common Core State Materials in ELA	Sept.2015-June 2016	Pilot Teachers	Substitutes Stipends	1000-1999: Certificated Personnel Salaries	District Funded	2,757
Purchase Common Core State Standards ELA materials	Spring 2016	District Administration	Instructional Materials	4000-4999: Books And Supplies	District Funded	40,132

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Professional Development for Administrators	09/2013-6/2014	Site Administrators & District Administrators	Presenter fees	5800: Professional/Consulting Services And Operating Expenditures	Common Core	1,500
Technology professional development	09/2013-6/2014	Teachers, Site Administrator, District administrators	Substitutes Stipends Presenter Fees	1000-1999: Certificated Personnel Salaries	District Funded	1,000

Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Achievement
LEA GOAL:
Goal 9: Students will demonstrate achievement in English language arts and math equal to or greater than the State average. Goal 10: Reduce the Achievement Gap in English language arts and math that exists among student groups equal to or greater than the State average.
SCHOOL GOAL #2:
All students, including significant subgroups, will demonstrate achievement equal to or greater than the State average in English language arts and math thereby addressing the achievement gap.
Data Used to Form this Goal:
Smarter Balanced Assessment DIBELS Next Fountain Valley School District Writing Benchmarks CELDT AMAO I & II AYP API
Findings from the Analysis of this Data:
Description of possible barriers related to goal: Student Achievement <ul style="list-style-type: none">• Lack of manipulatives and/or kits to supplement math instruction• Lack of professional development on mathematics strategies• More time needed for small group math instruction• Motivation needed for students who struggle and reach plateaus in ST Math• More intervention classes needed for after school support for our EL and Special education students.
How the School will Evaluate the Progress of this Goal:
SBAC, DIBELS Next, Writing Benchmarks, CELDT, AMAO 1 and 2, AYP, API

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Bilingual tutor support for Beginning and Early Intermediate English learners to facilitate content mastery	09/2013-6/2016	Teachers, Site Administration, Support Staff, District administration	Classified Salaries	2000-2999: Classified Personnel Salaries	LCFF-EL	31,841
Teachers will continue to teach using CCSS and differentiated instruction model.	09/2013-June 2016	Teachers	Expense outlined in Goal 1			
Provide targeted intervention to support ELs	Sept.2013- June 2016	Administration Teachers	Personnel	1000-1999: Certificated Personnel Salaries	Title III	4,469
Purchase supplemental instructional materials to support CCSS implementation	June 2014-June 2016	Teachers Site Administrators	CCSS Steering Committee selected supplemental instructional materials	4000-4999: Books And Supplies	District Funded	5,000
Collaboration: Devote one day per month to formal grade level collaboration to plan and analyze data	March 2012-2015	Teachers Site Administrators	No expenses associated with this action			
Utilize ST Math to support English learners, low income youth, and other high needs student populations	Sept.2013- June 2016	Teachers Site Administrators	Renewal fees	5000-5999: Services And Other Operating Expenditures	Common Core	2,500
Participate in school library program	Sept.2013- June 2016	Library Media Technician	Personnel	2000-2999: Classified Personnel Salaries	District Funded	6,364
Common Core State Standards: Begin to bridge the gap between Ca content standards and the new CCSS	Jan 2013-2015	Teachers Site Administrators	No expenses associated with this action			
Teachers will collaborate to share ideas and strategies, as well as "best practices". Learning walks through classrooms will be used to reinforce the collaboration process.	March 2013 - May 2013	Teachers Site Administrators	Expenses captured in Goal 1			
Implement Positive Behavior Intervention System (PBIS).	Sept. 2011 - 2014	Teachers Site Administrators	No expenses associated with this action			
Teachers will use data to drive instruction.	Sept. 2011-2014					

Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Parent Involvement
LEA GOAL:
Goal 11: Increase parent engagement and involvement of historically underserved and other high needs student populations. -----
SCHOOL GOAL #3:
Increase parent involvement to include a broader representation of parents on school decision-making groups. (i.e parent ed nights, participation in PTO, SSC and school activities, and conferences)
Data Used to Form this Goal:
School site Council Roster, English Learner Advisory documentation, District English Learner Advisory documentation, sign-in sheets for parent opportunities and volunteer lists.
Findings from the Analysis of this Data:
Description of possible barriers related to goal: Parent Involvement <ul style="list-style-type: none"> • Parents are reluctant to join the PTO or serve in volunteer positions. • Parents of older students tend to join the PTO board in 3rd-5th grade. • Language barrier with our EL parents
How the School will Evaluate the Progress of this Goal:
School Site Council documentation; English Learner Advisory documentation; District English Learner Advisory documentation; number of parent education opportunities; meeting sign ins, agendas, and resources; expenditures for interpretation, translation, and childcare; responses to parent surveys

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Provide parent volunteer trainings on site in the areas of clerical and small group instruction.	June 2013-June 2016	Teachers Administrator	No expenses associated with this action			
Continue to provide a bilingual Community Liaison to support parent outreach	9/2013 - 6/2016	District Staff	Personnel	2000-2999: Classified Personnel Salaries	LCFF-EL	4,100
Utilize technology and social media to communicate with parents, promote involvement, and solicit input	9/2013 - 6/2016	District Staff Site Administrator	Personnel Annual service agreements	2000-2999: Classified Personnel Salaries	District Funded	10,120

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Organize family nights to bring families together and build community relationships.	9/2013 - 6/2016	Teachers Site Administration PTO Members	No expenses associated with this action			
Provide written parent communication in English and Vietnamese.	9/2013 - 6/2016	District and site translator	Expense captured in Goal #2			
Organize parent nights to educate parents on how to support their child's education.	9/2013 - 6/2016	Teachers Site Administration PTO Members	No expenses associated with this action			

Planned Improvements in Student Performance

School Goal #4

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Engagement & School Climate
LEA GOAL:
Goal 12: Reduce chronic absenteeism. Goal 14: Expand behavioral interventions to further reduce student suspension and expulsion rates. Goal 15: Increase meaningful student participation.
SCHOOL GOAL #4:
Create a learning environment and school climate which improves students' attendance, connection, and overall involvement in all aspects of their education.
Data Used to Form this Goal:
Daily attendance rates Chronic absenteeism information suspensions California Healthy Kids Survey PBIS evaluation data Student/ Parent surveys
Findings from the Analysis of this Data:
Description of possible barriers related to goal: Student Engagement and School Climate <ul style="list-style-type: none"> • Staff members need to be more consistent with PBIS rewards and program components • More after school programs needed to allow more access for students to become more "connected" to school. • Support needed from parents by not taking vacations during school time and allowing students to remain at home when the child is not sick.
How the School will Evaluate the Progress of this Goal:
Daily attendance rates, chronic absenteeism information, suspensions, Healthy Kids Survey results

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Expand and update our current PBIS plan. Our current ROAR program is still needing to be used to its fullest extent.	9/2013-6/2016	Teachers Site Administrator	No expenses associated with this action			

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Educate parents regarding legalities related to absenteeism	9/2013-6/2016	Teachers Site Administrator	No additional expense associated with the action			
Provide health services to support attendance for high needs student populations	9/2013-6/2016	School Staff Site Administrator District Staff	Personnel	1000-1999: Certificated Personnel Salaries	District Funded	4,200
Analyze suspension information to identify patterns in misconduct and/or student demographics	9/2013-6/2016	Site Administrator District staff	No additional expense associated with the action			
Create school site awards for excellent attendance	9/2014-6/2016	Site Administrator Office staff Teachers	No expenses associated with this action			

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
1000-1999: Certificated Personnel Salaries	Common Core	15,612.00
1000-1999: Certificated Personnel Salaries	District Funded	13,050.00
1000-1999: Certificated Personnel Salaries	Title I	2,286.00
1000-1999: Certificated Personnel Salaries	Title III	4,469.00
2000-2999: Classified Personnel Salaries	District Funded	16,484.00
2000-2999: Classified Personnel Salaries	LCFF-EL	35,941.00
4000-4999: Books And Supplies	Common Core	66,930.00
4000-4999: Books And Supplies	District Funded	45,132.00
5000-5999: Services And Other Operating	Common Core	2,500.00
5000-5999: Services And Other Operating	District Funded	25,757.00
5800: Professional/Consulting Services And	Common Core	1,500.00

Summary of Expenditures in this Plan

Total Expenditures by Funding Source

Funding Source	Total Expenditures
Common Core	86,542.00
District Funded	100,423.00
LCFF-EL	35,941.00
Title I	2,286.00
Title III	4,469.00

Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
1000-1999: Certificated Personnel Salaries	35,417.00
2000-2999: Classified Personnel Salaries	52,425.00
4000-4999: Books And Supplies	112,062.00
5000-5999: Services And Other Operating Expenditures	28,257.00
5800: Professional/Consulting Services And Operating	1,500.00

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	161,067.00
Goal 2	50,174.00
Goal 3	14,220.00
Goal 4	4,200.00

Home/School Compact

It is important that families and schools work together to help students achieve high academic standards. Through a process that included teachers, families, and students, the following are agreed upon roles and responsibilities that we, as partners, will carry out to support student success in school and life.

Student Pledge:

I realize that my education is important. I know I am the one responsible for my own success. Therefore, I agree to carry out the following responsibilities to the best of my ability:

- _____ I will return completed homework on time.
- _____ I will return corrected work to my parent(s).
- _____ I will arrive at school on time every day unless I am ill.
- _____ I will be responsible for my own behavior.
- _____ I will be a cooperative learner.

Student's Signature: _____ Date _____

Parents Pledge:

I understand that my participation in my child's education will help his/her achievement and attitude. Therefore, I agree to carry out the following responsibilities to the best of my ability:

- _____ I will provide a quiet place for my child to study.
- _____ I will encourage my child to complete his/her homework.
- _____ I will make sure my child gets an adequate night's sleep.
- _____ I will see to it that my child arrives at school on time every day.
- _____ I will spend at least 15 minutes per day reading with my child.
- _____ I will attend Back to School Night, Parent Conferences, and Open House
- _____ I will support the school/district policies on homework, discipline and attendance.

Parent's Signature : _____ Date _____

Staff Pledge:

I understand the importance of the school experience to every child and my role as a teacher and model. Therefore, I agree to carry out the following responsibilities to the best of my ability:

- _____ I will teach all the necessary concepts to your child before regular homework is assigned.
- _____ I will strive to be aware of the individual needs of your child.
- _____ I will regularly communicate with you regarding your child's progress.
- _____ I will provide a safe and positive learning environment for your child.

Teacher's Signature _____ Date _____

Everyone Will...

- Be equal partners to achieve successful learning.
- Communicate clearly, regularly and respectfully regarding roles and responsibilities.

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Julie Ballesteros	[X]	[]	[]	[]	[]
Jennifer Andrews	[]	[X]	[]	[]	[]
Autumn Burza	[]	[X]	[]	[]	[]
Becky DeJulio	[]	[X]	[]	[]	[]
Marcia Tengan	[]	[]	[]	[X]	[]
Liz Madden	[]	[X]	[]	[]	[]
Theresa Payne	[]	[]	[]	[X]	[]
Teshi Decourcy	[]	[]	[]	[X]	[]
Kara Dang Vu	[]	[]	[]	[X]	[]
Numbers of members of each category:	1	4	0	4	

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s) to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply)**:

- | | |
|--|--|
| <input type="checkbox"/> State Compensatory Education Advisory Committee | <hr style="border: 0.5px solid black;"/> Signature |
| <input checked="" type="checkbox"/> English Learner Advisory Committee | <hr style="border: 0.5px solid black;"/> Signature |
| <input type="checkbox"/> Special Education Advisory Committee | <hr style="border: 0.5px solid black;"/> Signature |
| <input type="checkbox"/> Gifted and Talented Education Program Advisory Committee | <hr style="border: 0.5px solid black;"/> Signature |
| <input type="checkbox"/> District/School Liaison Team for schools in Program Improvement | <hr style="border: 0.5px solid black;"/> Signature |
| <input type="checkbox"/> Compensatory Education Advisory Committee | <hr style="border: 0.5px solid black;"/> Signature |
| <input type="checkbox"/> Departmental Advisory Committee (secondary) | <hr style="border: 0.5px solid black;"/> Signature |
| <input type="checkbox"/> Other committees established by the school or district (list): | <hr style="border: 0.5px solid black;"/> Signature |

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on May 20, 2014.

Attested:

Julie Ballesteros		
Typed Name of School Principal	Signature of School Principal	Date

Typed Name of SSC Chairperson	Signature of SSC Chairperson	Date

The Single Plan for Student Achievement

School: Samuel E. Talbert Middle School
CDS Code: 30-66498-6071096
District: Fountain Valley School District
Principal: Cara Robinson
Revision Date: June 3, 2014

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Cara Robinson
Position: Principal
Phone Number: (714) 378-4220
Address: 9101 Brabham Drive
Huntington Beach, CA 92646
E-mail Address: RobinsonC@fvsd.us

The District Governing Board approved this revision of the SPSA on June 18, 2013.

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School Vision and Mission

Samuel E. Talbert Middle School's Vision and Mission Statements

A. Mission Statement

Talbert Middle School's mission is to prepare students to become articulate, thoughtful, productive, and contributing citizens of the future. To prepare students for the future, we must provide a safe, stimulating, inspiring educational environment which challenges each student's capacity to grow intellectually while at the same time respects and supports his or her need to grow socially and emotionally. Our mission is to provide a program where students will:

- Use and apply higher level thinking skills.
- Become an integral, important part of the school and community; connected in a positive way not only to their peers but also to the staff and school as a whole.
- Become productive, culturally literate citizens.
- Develop the ability to make appropriate moral and ethical judgments as befits a citizen in a democratic society.
- Have the opportunity to participate in community service programs.

B. Vision Statement

The Talbert Family, including students, staff and parents, believes in an environment that fosters responsibility, excellence, attitude, and learning through differentiated instruction and student engagement.

School Profile

Talbert Middle School is a 6-8 school located in the city of Huntington Beach, in Orange County. Our high quality instructional program is designed to meet the varied needs of our student population. All students receive core curriculum instruction as identified by the Fountain Valley School District and Common Core State Standards. Instruction is enriched through a variety of special programs and instructional strategies. We offer a cluster program for identified gifted students (GATE) and English learners and special services for identified special education students. Our staff is committed to high standards for students, which will prepare them for their future.

Talbert lives and breathes the philosophy that students come first! What sets our school apart from others is the ability to challenge and nurture our students during their middle school experience in an environment that meets the needs of our kids. The transition into 6th grade is made smoother by coring our students in Language Arts and History. During the following two years, students prepare for High School by further completing rigorous academic courses. Talbert has a comprehensive GATE program that collectively challenges students to achieve individual success across multiple curricular areas. For students who need additional support and interventions, we offer Homework Club and Math Lab, which provide free additional assistance specific to students' curricular needs both before and after school, as well as academic support during the school day. We are proud to recognize and reward students for their academic and behavioral achievements through a variety of programs including "Got REAL?" and our Character Counts - Students of Excellence. Talbert places an emphasis on building a school community with a sense of belonging, by providing students with numerous opportunities to become involved with school experiences such as ASB/Student Council, Cheerleading, Lunchtime Sports, and After School Clubs. We have also instituted PAL, Peer Assistance Leadership designed to target student leaders and develop their skills by focusing on student connectedness and anti-tobacco and drug use campaigns.

Communication between school and home is facilitated through School Loop, an on-line parent portal that allows parents to monitor the progress of their child 24 hours/day.

The educational programs at the school are tailored to meet the needs of a changing school population. Talbert Middle School is dedicated to ensuring the academic success of every student, providing them with a comprehensive educational experience that becomes an integral part of their lives.

In addition to our general education staff of fully credentialed teachers, Talbert has a part time speech and language pathologist, a part time school psychologist and a part time school counselor. All staff is regularly engaged in embedded job training and improvement. Staff at Talbert are committed to continuous improvement and regularly analyze student data to improve instruction.

School Demographic Statistics

Data listed below is from Aeries October 2013

Total Enrollment: 703 students

Student Enrollment -Racial and Ethnic Subgroups

- Asian 117 students
- Hispanic 110 students
- White 522 students

Special Education Enrollment: 98 students

Socially Disadvantaged Students Enrollment: 121 students

English Language Learners: 19 students

Talbert not only offers students a range of academic programs, but extracurricular activities as well. Below is a list of some of the activities students can get involved in:

- Spirit Days
- Classroom Competitions
- Noon League Games
- Assemblies and Pep rallies
- Dances
- Clubs - community service, guitar, surf, gardening, rubics cube, calligraphy, golf, science, 5K, yoga.
- Student Council
- Cheerleading
- Sports Teams

We also have a very active Parent Teacher Organization who supports our school in many ways including:

- Fundraisers
- Campus Volunteers
- Classroom Enhancement Funds
- Technology Funds
- Assemblies and Field Trips
- Library books
- Student Awards and Recognition
- PE Equipment
- Family Nights and Dine Outs
- Parent Boot Camp/Education Series
- Science dissection supplies
- After school clubs and homework help funding
- Intramural sports competitions
- Lunchtime sports leagues

While Talbert School enjoys high levels of student achievement, the staff, parents and administration are all committed to working together for continuous improvement and ways to maximize student learning and development.

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

The Academic Program Survey was administered in Fall 2011 because the District was identified year 1 in Program Improvement. The information gathered from this tool was used to evaluate programs and services available at our school. The District is now in year 3. Annually, the District administers a survey to parents of English learners in order to solicit their input on their perceptions of their student's English development and solicit input on ways to improve the English learner program.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

The Board of Trustees and District administrators value learning and teaching. Throughout the year, District leaders and site administrators make it a priority to visit every school multiple times.

Analysis of Current Instructional Program

The eight State priority areas listed below are outlined in the Local Control Accountability Plan regulations. These areas will be used to guide discussions regarding the current instructional practices for all students including English learners, socio-economically disadvantaged students, students with disabilities, and foster youth.

1. Conditions of Learning

Basic Services (refer to SARC)

Teachers (SARC Section VII)

Strengths	Needs
All teachers are teaching under a full credential and within their subject area/s of competence.	Maintain 100% compliance rate in this area.

Textbooks (SARC – Section IX)

Strengths	Needs
All students are given their own individual books for classroom/home use. All materials are aligned with State standards and approved by the Board of Trustees.	Materials are aging and need to be replenished on an ongoing basis. Materials, especially in the area of Mathematics, are not yet aligned with the CCSS.

Facilities (SARC – Section VI)

Strengths	Needs
Safe, clean environment for students. Strong coverage from custodial staff, and adequate number of hours employed.	Interior door blocks installed for security in the event of an intruder alert

Common Core State Standards (CCSS professional development calendar, Interim Assessment results & school related information)

All Students

CCSS

Strengths	Needs
PD District-Based sessions on 9/28-30/13, 12/12/13, 1/14/14, 2/24/14, 4/4/14. PD Site-Based sessions on 9/28-30/13, 11/7/13, 12/5/13, 1/22/14 Administrative PD sessions on 10/9/13, 12/11/13, 1/15/14, 3/12/14.	Ongoing support and training for teachers to integrate technology instruction for SBAC, Next Generation Science Standards

English Learners

CCSS

Strengths	Needs
Teachers using SDAIE strategies to support EL's in the classroom through standard implementation along with their typical peers.	Very little PD in this specific area. No PD overlap between new ELD standards and CCSS standards.

English Language Development (ELD)

Strengths	Needs
Materials and training for direct ELD (English Language Development) instruction	No specific ELD provided once students hit the Intermediate & above levels.

Fountain Valley School District Common Core State Standards Interim Assessments
English Language Arts

Strengths	Needs
ELA Assessments have been crafted and administered.	Teacher training in how to manage/use assessment data to inform their instruction. Data entry into Illuminate an issue.

Math

Strengths	Needs
Math Assessments have been crafted and administered.	Teacher training in how to manage/use their use assessment data to inform their instruction. Quick way to input data into Illuminate.

Course Access (middle school Master Schedule/Elementary school instructional minutes, Bilingual Tutor schedules. Special Education schedules)

All Students

Strengths	Needs
All students have access to core—ELA/Math/SCI/HSS	Consistent electives across all middle schools to include Visual Performing Arts, Spanish, STEM electives, Theater arts electives, music

English Learners

Strengths	Needs
All teachers use accommodations/engagement strategies makes mainstreaming of all courses possible/successful. Also co-taught classes offer more supportive ELA/MATH class option	ELD Support electives/continue math and writing support electives Purchase curriculum for writing support and teacher training

Low Income Students

Strengths	Needs
All teachers use accommodations/engagement strategies makes mainstreaming of all courses possible/successful. Also co-taught classes offer more supportive ELA/MATH class option	Continue math, writing and support electives Purchase curriculum for writing support and teacher training

Students with Disabilities

Strengths	Needs
All teachers use accommodations/engagement strategies makes mainstreaming of all courses possible/successful. Also co-taught classes offer more supportive ELA/MATH class option	Continue math, writing and support electives Purchase curriculum for writing support and teacher training

California English Language Development Test (SPSA School and Student Performance Data)
AMAO 1

Strengths	Needs
	Better tracking and monitoring of student progress and achievement on SBAC/benchmark tests Evaluate ELAC lead teacher role to adapt it to more of a case manager/tutor/manager of tutoring support

AMAO 2

Strengths	Needs
	Better tracking and monitoring of student progress and achievement on SBAC/benchmark tests Evaluate ELAC lead teacher role to adapt it to more of a case manager/tutor/manager of tutoring support

Reclassified Rates (Aeries report)

Strengths	Needs
Percentage of students reclassified over the past three years ranges between 17% and 31% which is high in comparison to district-wide rates	Directed ELD services provided outside the school day/within elective time to support students at intermediate/advanced levels Tutoring support for students within their regular core classes

California Physical Fitness Test (SARC – Section III)

Strengths	Needs
Over the past three years, students in the unhealthy fitness zone have decreased, with most students improving in the areas of flexibility, aerobic capacity	Students need more education on healthy body mass index levels. Body composition is our weak area.

Other Student Outcomes (Illuminate)

Dibels Next

All Students

Strengths	Needs

English learners

Strengths	Needs

Socioeconomically Disadvantaged (Low Income)

Strengths	Needs

Students with Disabilities

Strengths	Needs

2. Pupil Outcomes

Adequate Yearly Progress (SPSA School and Student Performance Data)

All Students

Strengths	Needs
During past three years, participation has been consistent at 100%. ELA % Proficient/Advanced has hovered around 80%. Math % has maintained slightly above 75% Proficient/Advanced	AYP Criteria (ELA 89.2%, Math 89.5%) not met in 2013.

White

Strengths	Needs
ELA % Proficient/Advanced has increased almost 10%	AYP Criteria (ELA 89.2%, Math 89.5%) not met in 2013. Math AYP is a weak area--51-58% proficient

Asian

Strengths	Needs
During past three years, participation has been consistent at 100%. ELA % Proficient/Advanced has hovered around 94%. Math % has maintained around 85% Proficient/Advanced.	AYP Criteria (ELA 89.2%, Math 89.5%) not met in 2013.

Hispanic

Strengths	Needs
During past three years, ELA % Proficient/Advanced has increased by 10%.	AYP Criteria (ELA 89.2%, Math 89.5%) not met in 2011 or 2013. Math is a weakness—at 47% proficient. There remains an achievement gap in comparison to other subgroups

English Learners

Strengths	Needs
During past three years, participation has been consistent at 100%. ELA % Proficient/Advanced has increased over 15%. Math proficiency has increased by 14%.	AYP Criteria (ELA 89.2%, Math 89.5%) not met in 2013. There remains an achievement gap in comparison to other groups.

Socioeconomically Disadvantaged (Low Income)

Strengths	Needs
During past three years, participation has been consistent at 100%. ELA % Proficient/Advanced has increased 12%.	AYP Criteria (ELA 89.2%, Math 89.5%) not met in 2013. There remains an achievement gap in comparison to other groups. Math is a weakness—proficiency rates are in the 50%.

Students with Disabilities

Strengths	Needs
The achievement gap has shrunk in ELA by over 30% in the past three years. In math by 13%	There remains an achievement gap.

Academic Performance Index (SPSA School and Student Performance Data)

All Students

Strengths	Needs
During past three years, API grew +41. State target was also met each year.	

White

Strengths	Needs
During past three years, API grew +35 points.	

Asian

Strengths	Needs
During past three years, API grew +55 points.	

Hispanic

Strengths	Needs
During past three years, API grew +41 points.	

English Learner

Strengths	Needs
During past three years, API grew +165 points.	

Socioeconomically Disadvantaged (Low Income)

Strengths	Needs
During past three years, API grew +62 points.	

Students with Disabilities

Strengths	Needs
During past three years, API grew +100.	

Writing Benchmarks (Illuminate – In Progress)

Narrative

Strengths	Needs

Argument (Opinion)

Strengths	Needs

Information/Explanatory

Strengths	Needs

3. Engagement

Parent Involvement (School Information): Team Feedback: Available Docs

Strengths	Needs
Strong cadre of committed, involved parents take on a majority of events/school needs.	Need to focus on recruitment of new, incoming parents from the elementary school. Brainstorm strategies to “entice” parents new and existing parents.

Student Engagement (refer to Aeries)

Attendance (Aeries)

Strengths	Needs
Student attendance has remained steady at 96% . School newsletter highlights the importance of attendance and ADA, unless a student is truly ill.	Continue to educate parents on long-term effects of high absenteeism.

Chronic Absenteeism (Aeries)

Strengths	Needs
Compared to state averages, our chronic absenteeism is lower.	We have the highest rate of chronic absenteeism in the district at roughly 11.5%. Educating parents and having stricter guidelines for these types of students would help.

School Climate

Suspensions (Aeries)

Strengths	Needs
Student suspension rates have diminished over the last three years.	Continue to look for alternatives to out-of-house suspensions.

Expulsions (Aeries)

Strengths	Needs
Student expulsions have been used effectively to comply with zero tolerance laws and to maximize security on campus.	Continue with fair, consistent, fully articulated progressive discipline policy.

Survey (California Healthy Kids Survey Results and school surveys)

Strengths	Needs
<ul style="list-style-type: none"> • 42% perceive Caring relationships w/teacher or other adult (31% Statewide) • 60% perceive High expectations from teacher or other adult (45% Statewide) • School Connectedness Scale = 71% vs. Statewide 39% 	<ul style="list-style-type: none"> • Only 34% perceive themselves to be “Very safe” when at school...needs to be higher. (18% Statewide) • Only 17% perceive opportunities for meaningful participation at school...needs to be higher. (16% Statewide.)

Description of Barriers and Related School Goals

Description of possible barriers related to goal: Implementation of Common Core State Standards

- Current lack of data to analyze
- Lack of time for collaboration within departments and grade levels
- Need for additional professional growth and development in subject specific areas as well as in the technology needed and used in the implementation of SBAC testing.
- Need for ongoing professional development with regards to CCSS.
- Need aligned SBE materials.

Description of possible barriers related to goal: Student Achievement

- Current lack of data to analyze
- Need for additional professional development on CCSS strategies/rigor.
- Need for benchmark assessment refinement to support students and teachers in preparing for SBAC
- Need for professional development for teachers that is subject specific.
- Need for aligned SBE materials.

Description of possible barriers related to goal: Parent Involvement

- Lack of convenient volunteer opportunities within PTA and at school site
- Language barrier or educational barrier that exists that precludes parents from feeling confident to volunteer
- Traditional decrease in parent involvement from elementary to middle school

Description of possible barriers related to goal: Student Engagement:

- Need to increase student recognition programs
- Need to increase student leadership opportunities
- Need to revamp enrichment programs that align with student interests
- Need to beef up our preventative communication efforts with parents regarding frequent absences
- Need a more clearly laid out attendance notification and site contract system

School and Student Performance Data

Academic Performance Index by Student Group

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Number Included	540	525	647	349	338	405	8	6	5	62	71	106
Growth API	812	868	874	797	860	861				934	953	967
Base API	833	812	883	826	797	877				912	934	960
Target	A	A	A	A	3	A						
Growth	-21	56	-9	-29	63	-16						
Met Target	Yes	Yes	Yes	No	Yes	Yes						

PROFICIENCY LEVEL	API GROWTH BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Number Included	99	93	108	38	41	47	118	129	144	107	94	106
Growth API	770	832	833	718	738	840	748	807	828	532	646	688
Base API	792	770	848	675	718	759	767	748	829	588	532	668
Target	5	5	A				5	5	A	11	13	
Growth	-22	62	-15				-19	59	-1	-56	114	
Met Target	No	Yes	Yes				No	Yes	Yes	No	Yes	

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

English-Language Arts Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	100	100	100	100	99	100	100	100	100	100	100
Number At or Above Proficient	365	417	501	230	268	306	--	--		56	67	100
Percent At or Above Proficient	67.6	79.4	77.4	65.9	79.3	75.6	--	--	--	90.3	94.4	94.3
AYP Target: ES/MS	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2
Met AYP Criteria	Yes	Yes	No	Yes	Yes	No	--	--	--	--	--	Yes

AYP PROFICIENCY LEVEL	ENGLISH-LANGUAGE ARTS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	100	100	100	100	99	100	100	100	100	100	99
Number At or Above Proficient	57	65	74	20	25	35	64	88	96	21	44	53
Percent At or Above Proficient	57.6	69.9	68.5	52.6	61.0	74.5	54.2	68.2	66.7	19.6	46.8	50.0
AYP Target: ES/MS	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2	67.6	78.4	89.2
Met AYP Criteria	No	Yes	No	--	--	--	No	Yes	No	No	Yes	--

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

Mathematics Adequate Yearly Progress (AYP)

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	All Students			White			African-American			Asian		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	100	99	100	100	98	100	100	100	100	100	100
Number At or Above Proficient	301	358	393	181	228	235	--	--		52	60	91
Percent At or Above Proficient	55.7	68.5	61.2	51.9	67.7	58.6	--	--	--	83.9	84.5	85.8
AYP Target: ES/MS	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5
Met AYP Criteria	No	Yes	No	No	Yes	No	--	--	--	--	--	Yes

AYP PROFICIENCY LEVEL	MATHEMATICS PERFORMANCE DATA BY STUDENT GROUP											
	Hispanic			English Learners			Socioeconomically Disadvantaged			Students with Disabilities		
	2011	2012	2013	2011	2012	2013	2011	2012	2013	2011	2012	2013
Participation Rate	100	99	100	100	98	98	100	99	100	100	99	98
Number At or Above Proficient	47	55	51	16	18	26	52	76	72	21	29	34
Percent At or Above Proficient	47.5	59.8	47.7	42.1	45.0	56.5	44.1	59.4	50.0	19.6	31.2	32.7
AYP Target: ES/MS	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5	68.5	79.0	89.5
Met AYP Criteria	Yes	Yes	No	--	--	--	No	Yes	No	No	Yes	--

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

CELDT (Annual Assessment) Results

Grade	2012-13 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
6	1	20	2	40	1	20			1	20	5
7			5	50	1	10	2	20	2	20	10
8	***** *	***	***** *	***							*****
Total	2	11	9	50	2	11	2	11	3	17	18

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

CELDT (All Assessment) Results

Grade	2012-13 CELDT (All Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
6	1	20	2	40	1	20			1	20	5
7	1	9	5	45	1	9	2	18	2	18	11
8	***** *	***	***** *	***							*****
Total	3	16	9	47	2	11	2	11	3	16	19

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2010-11	2011-12	2012-13
Number of Annual Testers	15	17	18
Percent with Prior Year Data	100.0%	100.0%	100.0%
Number in Cohort	15	17	18
Number Met	--	--	--
Percent Met	--	--	--
NCLB Target	54.6	56.0	57.5
Met Target	*	*	*

AMAO 2	Attaining English Proficiency					
	2010-11		2011-12		2012-13	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	1	14	1	16	1	17
Number Met	--	--	--	--	--	--
Percent Met	--	--	--	--	--	--
NCLB Target	18.7	43.2	20.1	45.1	21.4	47.0
Met Target	*	*	*	*	*	*

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2010-11	2011-12	2012-13
English-Language Arts			
Met Participation Rate	--	--	--
Met Percent Proficient or Above	--	--	--
Mathematics			
Met Participation Rate	--	--	--
Met Percent Proficient or Above	--	--	--

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

School and Student Performance Data

Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2010-11	2011-12	2012-13
Number of Annual Testers	627	623	635
Percent with Prior Year Data	100	100.0	100.0
Number in Cohort	627	623	635
Number Met	455	493	504
Percent Met	72.6	79.1	79.4
NCLB Target	54.6	56.0	57.5
Met Target	Yes	Yes	Yes

AMAO 2	Attaining English Proficiency					
	2010-11		2011-12		2012-13	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	587	194	597	150	626	162
Number Met	247	139	312	112	326	120
Percent Met	42.1	71.6	52.3	74.7	52.1	74.1
NCLB Target	18.7	43.2	20.1	45.1	21.4	47.0
Met Target	Yes	Yes	Yes	Yes	Yes	Yes

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2010-11	2011-12	2012-13
English-Language Arts			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	Yes	Yes	No
Mathematics			
Met Participation Rate	Yes	Yes	Yes
Met Percent Proficient or Above	Yes	Yes	No
Met Target for AMAO 3	Yes	Yes	No

Conclusions based on this data:

1.

*See conclusions in Analysis of Current Instructional Program Pupil Outcomes section.

Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Implementation of Common Core
LEA GOAL:
Goal 2: All students will have access to textbooks and instructional materials aligned to the Common Core State Standards (CCSS), California English Language Development (ELD), and Next Generation Science Standards (NGSS). Goal 4: To support effective implementation of the CCSS, provide professional development that includes specialized training, team planning within and across grade levels, and classroom visitations within and among schools. Goal 6: Provide the necessary technology hardware and infrastructure for the implementation of the CCSS and Smarter Balanced assessments, including personnel to provide technical support.
SCHOOL GOAL #1:
To support implementation of the Common Core State Standards, Talbert Middle School will incorporate professional development, technology integration, and when available new Common Core State Standards aligned instructional materials.
Data Used to Form this Goal:
number of teachers attending professional development sessions observation notes survey results learning walk notes site/tech/leadership meeting notes/agendas lab sign-up schedules elective course syllabi from tech classes textbook adoption committee plan FVSD Interim Assessments
Findings from the Analysis of this Data:
Description of possible barriers related to goal: Implementation of Common Core State Standards <ul style="list-style-type: none">• Current lack of data to analyze• Lack of time for collaboration within departments and grade levels• Need for additional professional growth and development in subject specific areas as well as in the technology needed and used in the implementation of SBAC testing.• Need for ongoing professional development with regards to CCSS.• Need aligned SBE materials.
How the School will Evaluate the Progress of this Goal:
Instructional Materials: textbook adoption process and committee membership Professional Development: CCSS Steering Committee, calendar, interim assessments, Professional Development calendar, staff meeting agendas, learning walk observations Technology: technology survey, device student ratio, Chromebook cart schedules, computer based classes - course syllabi

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Participate in District provided Common Core State Standards Professional Development	September 2013-June 2016	Teachers, site administrators, district administrators	substitutes stipends	1000-1999: Certificated Personnel Salaries	Common Core	8,731
Schedule and conduct guided learning walks with all certificated staff to focus on continuous improvement and to learn new things.	September 2013-June 2016	teachers, site administrators, district administrators	substitutes stipends	1000-1999: Certificated Personnel Salaries	Title I	3,164
Continue to provide structured collaboration time for co-teachers in ELA and math and the adaptation to Common Core.	September 2013-June 2016	site administrators, co-teachers	No additional expenses associated with this action			
Increase student access to devices	September 2013 - June 2016	teachers, site administrators, district administrators	computers mice headphones	5000-5999: Services And Other Operating Expenditures	Common Core	105,241
PIVOT common core state standards training for site administrators	September 2013-June 2014	site administrators, district administrators	presenter fees	5000-5999: Services And Other Operating Expenditures	Common Core	1,500
pilot Common Core State Standards math committee	September 2014-2015	pilot teachers,	substitute stipends	1000-1999: Certificated Personnel Salaries	Common Core	2,068
purchase newly adopted Common Core State Standards Math curriculum.	Spring 2015	district administrators	instructional materials	4000-4999: Books And Supplies	Common Core	55,537
Implement and participate in Common Core State Standards math professional development	September 2015-June 2016	teachers, site administrators, district administrators	substitutes stipends	1000-1999: Certificated Personnel Salaries	District Funded	3,396
pilot Common Core State Standards ELA materials	September 2015-June 2016	pilot team members	substitutes stipends	1000-1999: Certificated Personnel Salaries	District Funded	2,068
Purchase Common Core State Standards ELA materials	Spring 2016	district administrators	instructional materials	4000-4999: Books And Supplies	District Funded	55,537

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Refresh existing staff devices and classroom technology	September 2013- June 2016	site administrators, district administrators	printers	5000-5999: Services And Other Operating Expenditures	District Funded	1,533
Technology professional development	September 2013- June 2016	teachers, site administrators, district administrators	substitutes stipends presenter fees	1000-1999: Certificated Personnel Salaries	District Funded	1,000

Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Achievement
LEA GOAL:
Goal 9: Students will demonstrate achievement in English language arts and math equal to or greater than the State average. Goal 10: Reduce the Achievement Gap in English language arts and math that exists among student groups equal to or greater than the State average.
SCHOOL GOAL #2:
All students, including significant subgroups, will demonstrate achievement equal to or greater than the State average in English language arts and math, while reducing the achievement gap between subgroups.
Data Used to Form this Goal:
SBAC results, CELDT test results, grades, FVSD Writing Benchmarks, CEDLT, AMAO 1 and 2, AYP, API
Findings from the Analysis of this Data:
Description of possible barriers related to goal: Student Achievement <ul style="list-style-type: none"> • Current lack of data to analyze • Need for additional professional development on CCSS strategies/rigor. • Need for benchmark assessment refinement to support students and teachers in preparing for SBAC • Need for professional development for teachers that is subject specific. • Need for aligned SBE materials.
How the School will Evaluate the Progress of this Goal:
SBAC, DIBELS Next, Writing Benchmarks, CELDT, AMAO 1 and 2, AYP, API

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
At-risk students will be provided a co-taught class for ELA and/or math with a Resource professional pushed in services	September 2013-June 2016	site administrators, co-teachers	No additional expense associated with this action			
English 3D intervention program for targeted students	September 2014-June 2016	teachers, site administrators	consumable workbooks	4000-4999: Books And Supplies	Title III	1,500

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Schedule and conduct guided learning walks with all certificated staff to focus on continuous improvement.	September 2014-June 2016	site administrators, co-teachers	Expense captured in Goal 1			
Provide targeted math support classes for 6th and 7th grade at-risk students in lieu of electives	September 2014-June 2016	math teachers, site administrators	No additional expenses associated with this action			
Provide targeted writing support for 6th and 7th graders that are at-risk	September 2014-June 2016	writing teachers, site administrators	No additional expenses associated with this action			
Provide targeted executive functioning support in 6th graders at-risk.	September 2014-June 2016	teachers, site administrators	No additional expenses associated with this action			
Analyze and disaggregate student achievement data in English language development, English/language arts, and mathematics in order to provide timely intervention and close the achievement gap	September 2013-June 2016	teachers, site administrators	renewal fees	5000-5999: Services And Other Operating Expenditures	LCFF-EL	3,180
Purchase supplemental instructional materials to support CCSS implementation	September 2014-June 2016	teachers, site administrators	CCSS Steering Committee selected supplemental instructional materials	4000-4999: Books And Supplies	District Funded	5,000
Participate in school library program	September 2013-June 2016	library media technician	personnel	2000-2999: Classified Personnel Salaries	District Funded	6,364

Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Parent Involvement
LEA GOAL:
Goal 11: Increase parent engagement and involvement of historically underserved and other high needs student populations.
SCHOOL GOAL #3:
Increase participation of parents in traditionally under-represented subgroups (i.e., parent ed nights, participation in PTO, SSC, school activities, conference).
Data Used to Form this Goal:
SSC roster, PTO roster, parent bootcamp/ed night attendance, PTO sign-ins and volunteer lists, parent conference attendance
Findings from the Analysis of this Data:
Description of possible barriers related to goal: Parent Involvement <ul style="list-style-type: none"> • Lack of convenient volunteer opportunities within PTA and at school site • Language barrier or educational barrier that exists that precludes parents from feeling confident to volunteer • Traditional decrease in parent involvement from elementary to middle school
How the School will Evaluate the Progress of this Goal:
School Site Council documentation; Number of parent education opportunities; meeting sign ins, agendas, and resources; expenditures for interpretation, translation, and childcare; responses to parent surveys

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school counselor and administration will offer parent education nights based on student needs.	September 2013- June 2016	School counselor; site administrators	No additional expenses associated with this action			
Utilize technology and social media to communicate with parents, promote involvement, and solicit input	September 2013- June 2016	site administrators, teachers, support staff	personnel, annual service agreement	2000-2999: Classified Personnel Salaries	District Funded	10,120
Continue to provide a bilingual Community Liaison to support parent outreach	September 2013- June 2016	district staff	personnel	2000-2999: Classified Personnel Salaries	LCFF-EL	4,100

Planned Improvements in Student Performance

School Goal #4

The School Site Council has analyzed the eight State priority area. As a result, it has adopted the following school goals, related, actions, and expenditures to support pupil outcomes.

CATEGORY/PRIORITY AREA(S): Student Engagement and School Climate
LEA GOAL:
Goal 12: Reduce chronic absenteeism. Goal 14: Expand behavioral interventions to further reduce student suspension and expulsion rates. Goal 15: Increase meaningful student participation.
SCHOOL GOAL #4:
Create a learning environment and school climate which improves student attendance, connection and overall involvement in all aspects of their education.
Data Used to Form this Goal:
Daily attendance rates, chronic absenteeism information, suspensions, California Healthy Kids Survey, parent survey, student survey
Findings from the Analysis of this Data:
Description of possible barriers related to goal: Student Engagement: <ul style="list-style-type: none"> • Need to increase student recognition programs • Need to increase student leadership opportunities • Need to revamp enrichment programs that align with student interests • Need to beef up our preventative communication efforts with parents regarding frequent absences • Need a more clearly laid out attendance notification and site contract system
How the School will Evaluate the Progress of this Goal:
Daily attendance rates, chronic absenteeism information, suspensions, California Healthy Kids Survey results

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Analyze suspension information to identify patterns in misconduct as well as explore alternatives.	September 2014-June 2015	site administrators, district administrators	No additional expenses associated with this action			
Provide health services to support attendance for high needs student populations	August 2013-June 2016	school staff, district staff	personnel	1000-1999: Certificated Personnel Salaries	District Funded	4,200

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Provide opportunities for students to participate in campus activities within the school day.	August 2013-June 2016	teachers, site administrators	No additional expense associated with this action			
Educate parents regarding legalities related to absenteeism	August 2013-June 2016	teachers, site administrators	No additional expense associated with this action			

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
1000-1999: Certificated Personnel Salaries	Common Core	10,799.00
1000-1999: Certificated Personnel Salaries	District Funded	10,664.00
1000-1999: Certificated Personnel Salaries	Title I	3,164.00
2000-2999: Classified Personnel Salaries	District Funded	16,484.00
2000-2999: Classified Personnel Salaries	LCFF-EL	4,100.00
4000-4999: Books And Supplies	Common Core	55,537.00
4000-4999: Books And Supplies	District Funded	60,537.00
4000-4999: Books And Supplies	Title III	1,500.00
5000-5999: Services And Other Operating	Common Core	106,741.00
5000-5999: Services And Other Operating	District Funded	1,533.00
5000-5999: Services And Other Operating	LCFF-EL	3,180.00

Summary of Expenditures in this Plan

Total Expenditures by Funding Source

Funding Source	Total Expenditures
Common Core	173,077.00
District Funded	89,218.00
LCFF-EL	7,280.00
Title I	3,164.00
Title III	1,500.00

Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
1000-1999: Certificated Personnel Salaries	24,627.00
2000-2999: Classified Personnel Salaries	20,584.00
4000-4999: Books And Supplies	117,574.00
5000-5999: Services And Other Operating Expenditures	111,454.00

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	239,775.00
Goal 2	16,044.00
Goal 3	14,220.00
Goal 4	4,200.00

Home/School Compact

It is important that families and schools work together to help students achieve high academic standards. Through a process that included teachers, families, and students, the following are agreed upon roles and responsibilities that we, as partners, will carry out to support student success in school and life.

Student Pledge:

Students Will...

- _ Come to school with a positive attitude and maintain self-respect and discipline.
- _ Come prepared and ready for daily work.
- _ Complete all class and homework assignments.
- _ Accept responsibility for learning, effort, and behavior.
- _ Ask teachers, parents, and peers for help when needed.
- _ Make sure that you read every day at least 20 to 60 minutes

Parents Pledge:

Parents Will....

- _ Show interest in academic work by signing tests, assignments and report cards.
- _ Check homework for completion and accuracy and sign off.
- _ When possible, check school loop and email teachers questions.
- _ Ensure students make up any missing work.
- _ Ensure attendance and punctuality.
- _ Ensure your child is adhering to school and district rules.
- _ Balance praise and reward to support student effort.
- _ Ensure your child reads every day according to district guidelines.
- _ Actively participate in school activities such as parent boot camp, PTO or activities.

Staff Pledge:

Talbert Staff Will...

- _ Provide quality curriculum and instruction that enables all children to meet the standards.
- _ Develop opportunities for each student to meet their maximum potential.
- _ Provide appropriate materials and resources for students to meet 21st Century goals.
- _ Inform students and parents frequently of program and progress.
- _ Provide a safe and secure learning environment for every student.
- _ Maintain highly qualified teachers.
- _ Maintain efficient and effective public relations with parents and community.

Everyone Will...

- Be equal partners to achieve successful learning.
- Communicate clearly, regularly and respectfully regarding roles and responsibilities.

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Cara Robinson	[X]	[]	[]	[]	[]
Shannon Bradford	[]	[X]	[]	[]	[]
Brooke James	[]	[X]	[]	[]	[]
Robin Parker	[]	[X]	[]	[]	[]
Karli Constantino	[]	[]	[]	[]	[X]
Sarah Baumgartner	[]	[]	[]	[]	[X]
Megan Tingle	[]	[]	[]	[]	[X]
Nicole Privett	[]	[]	[]	[X]	[]
Jennifer Edmonds	[]	[]	[]	[X]	[]
Lisa Sasaki	[]	[]	[]	[X]	[]
Numbers of members of each category:	1	3	0	3	3

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s) to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply)**:

- | | |
|--|---|
| <input type="checkbox"/> State Compensatory Education Advisory Committee | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> English Learner Advisory Committee | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> Special Education Advisory Committee | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> Gifted and Talented Education Program Advisory Committee | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> District/School Liaison Team for schools in Program Improvement | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> Compensatory Education Advisory Committee | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> Departmental Advisory Committee (secondary) | <hr style="border: 0; border-top: 1px solid black;"/> Signature |
| <input type="checkbox"/> Other committees established by the school or district (list): | <hr style="border: 0; border-top: 1px solid black;"/> Signature |

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on June 3, 2014.

Attested:

Cara Robinson		
Typed Name of School Principal	Signature of School Principal	Date

Jennifer Edmonds Co-Chair		
Typed Name of SSC Chairperson	Signature of SSC Chairperson	Date



FOUNTAIN VALLEY SCHOOL DISTRICT

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

Board Meeting
June 26, 2014

Memorandum

TO: Anne Silavs, Assistant Superintendent, Instruction

FROM: Julianne Hoefer, Director, Assessment and Accountability

DATE: June 4, 2014

SUBJECT: Approval of Document Tracking Services as SARC/SPSA Consultant

Background

In 2013-2014 Document Tracking Services provided consultation services for the preparation of the annual School Accountability Report Cards and Single Plans for Student Achievement. Use of this consultant is cost effective and continues to provide standardized documents which are required to be completed for each school site. The licensing agreement fee for the 2014-2015 school year is \$2,750.00.

Recommendation

It is recommended that the Board of Trustees approve the 2014-2015 Licensing Agreement between Document Tracking Services and Fountain Valley School District for assistance in the preparation of the annual School Accountability Report Cards and Single Plans for Student Achievement.

bb
Attachments



LICENSING AGREEMENT

This Agreement effective **July 1, 2014**, is made and entered into by **Fountain Valley Elementary School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.
- I. License Fee. Licensee shall pay a fee of **\$2,750**.



- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.



Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.

The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0967 - Phone
858-587-4640 - Corporate Fax

Date: June 2, 2014

Licensee

By: _____
Scott Martin, Director Fiscal Services
Fountain Valley Elementary School District

Date: _____



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2014 School Accountability Report Card, English (CDE Template)
2. 2014 School Accountability Report Card, Spanish (CDE Template)
3. 2014 School Accountability Report Card, Vietnamese (CDE Template)
4. 2014 Single Plan for Student Achievement (Custom Template)
5. Others to be identified as needed.



June 2, 2014

Fountain Valley Elementary School District
10055 Slater Ave
Fountain Valley, CA 92708

Re: Document Tracking Services

INVOICE #9270804

Pursuant to the licensing agreement between Fountain Valley Elementary School District and Document Tracking Services (DTS):

Document Tracking Services

Document Tracking Services [7/1/14 to 6/30/15]: \$2,750
10 schools and District = 11 sites
License Agreement includes up to 5 documents, \$250 per site

Total Balance Due: \$2,750

Please Make Checks Payable To: Document Tracking Services

Send to:

Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0967 - Phone
858-587-4640 - Corporate Fax

Approved Per Payment (Signature)

Name/Role (Printed)



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent/Anne Silavs, Asst. Superintendent, Instruction
FROM: Mona Green, Director, Child Development and Recreation Programs
SUBJECT: *Program Self-Evaluation Annual Report, State Preschool Program*
DATE: May 29, 2014

BACKGROUND

The California Department of Education requires the contract holder to evaluate the State Preschool Program annually. Attached is the completed report. The report describes our annual goals and highlights how we accomplished these goals.

RECOMMENDATION

It is recommended that the Board of Trustees review the Program Self-Evaluation for the State Preschool Program for the school year 2014/2015.

Desired Results Program Action Plan – Reflection on Action Steps (CD 3900)

Contractor Name Fountain Valley Elementary School District	
Contract Type, and/or FCCHEN CSPP	Age Group (Infant/Toddler, Preschool, School-Age) 3-5 years
Planning Date October 2013	Lead Planner's Name and Position Mona Green, Director
Follow-up Date(s) April 2014	Lead Planner's Name and Position

This form can be expanded and is not limited to a single page.

Reflection: Review each Program Action Plan (CD 4001A) submitted in the FY 2012-13 Program Self-Evaluation Report. As the FY 2012-13 Action Steps would be different or unique to the contract type and age group, a separate reflection and narrative for each is required.

Below, provide a narrative summarizing the outcome of each action step. Record how each action step was successfully accomplished. If there were modifications or revisions to the action steps, reflect on and record the outcome of those changes.

In the domain of Self and Social Development 49% of our preschool classrooms scored in the developing level. We targeted impulse control and conflict negotiation for areas that needed improvement. Teachers began to promote positive social skills by making posters and asked the children "what does friendship look like?" We recorded children's answers and children were encouraged to look at the posters when they could not solve problems on their own. Showing respect, making good decisions, and solving problems on your own were the three areas that the teachers worked closely with the students. The teachers used role playing and read many books about friendship and solving problems without adult direction. Our goal was to increase growth in the domain of Self and Social Development to 70% Integrating. I am happy to let you know that by June 2013, we had 75% in the Integrating measure of our students who could resolve conflicts within the groups and also were prepared to control impulses before reacting too fast.

In the domain of Language and Literacy Development 7% of our 4 year olds were integrating and in Letter and Word Knowledge 33% were integrating. Our goal was to increase the Language and Literacy to 70% of our students integrating. We sent two of our teachers to Preschool GLAD training. We utilized GLAD strategies to develop language and build vocabulary. Large pictorials and large print books were purchased. Children were encouraged to learn new vocabulary and match words with the word on the pictorial. Students spelled words and the teachers helped the students to place the new words on the word wall units. Parents were encouraged to borrow books from the site, read to their children, ask questions and record their children's answers. We saw an increase in our percentage in the second DRDP by 73% in our classrooms. The teachers were happy that their hard works has paid off. They were able to share the results in their second conference with the parents.

Program Self-Evaluation Cover Page (CD 4000)

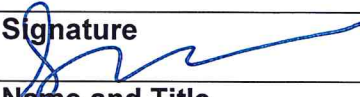
Contractor's Legal Name Fountain Valley Elementary School District		Vendor Number 6649	
Contract and Age	<input checked="" type="checkbox"/> CSPP	Number of Classrooms	3
	<input type="checkbox"/> CCTR – (Infant/Toddler)	Number of Classrooms	
	<input type="checkbox"/> CCTR – (School Age)	Number of Classrooms	
	<input type="checkbox"/> Education Network – (Infant/Toddler)	Number of Homes	
	<input type="checkbox"/> Education Network – (Preschool)	Number of Homes	
	<input type="checkbox"/> CHAN	Number of Classrooms	
	<input type="checkbox"/> CMIG – (Infant/Toddler)	Number of Classrooms	
	<input type="checkbox"/> CMIG – (Preschool)	Number of Classrooms	
<p>Describe the Program Self-Evaluation Process (Note: This area expands as necessary.) Our preschool Self review process of 2013/2014 Fiscal Year began on September 4, 2013 and continued to May 2014. Our teachers started the process of DRDP on September 4 by interviewing parents and students and assessed their developmental needs. The initial DRDP collection of data started on September 4, 2014 and the first DRDP conferences were held October 24 & 25, 2013. We found that our students scored the lowest on the Domains of Mathematical Development and Physical Development. Our teachers then based their curriculum on developing lesson plans to improve student's learning and developing in the area of Math and Small motor skills. In the conferences, parents were encouraged to work closely with their children and they were provided many ideas and options to help their children. Their final conferences were May 6 & 7, 2014. In those meetings, parents were provided with total improvement of the student for the year. Parents then were provided with a variety of activities to work with their children during the summer so that can be even more ready for Kindergarten. At the Parent Advisory Board Meeting on October 30, 2013, we discussed the results of the first DRDP and our Action Plan with the parents. We purchased Unifix cubes, counting objects, such as small bears, buttons, small sea creatures, to encourage counting and grouping. We purchased measuring cups and spoons and encouraged students to become involved in making play-dough and goop by using the measuring cups. To close the gap in Fine Motor Skills, we purchased large puzzles and provided the students with large tubs filled with small objects such as uncooked rice and beans to improve hand grip. Shaving cream painting and finger painting was planned 3 times per week to improve building of the small motor skills.</p> <p>Desired Results Parent Survey The parent survey of 35 questions was conducted January 2014. We received back 36 surveys. Parents were reassured that their opinion counts and the survey is confidential. 66% of parents were very satisfied with the overall quality of the program, 33% were satisfied and 0% were not satisfied. Most comments from parents requested more hours for their children. The results of the survey were shared at the Parent Advisory Board meeting on April 29, 2014. At that same meeting, the results of the second DRDP and Environmental rating Scales was shared and discussed. Parents were informed about materials purchased to achieve our goals.</p> <p>Environmental Rating Scales In February of 2014 the teachers were asked to utilize the ECCRS in their classrooms. Teachers used the rating scale tools to determine the areas that need improvement. We found in the area of Music we need to improve. To close these gaps we purchased musical</p>			

instruments, scarves and new music cd's to encourage music movement during outside time. We also scored low in Furniture for Relaxation and Space for Privacy. We purchased large pillows and sectioned off private areas and provided stuffed animals and created a cozy area for students to relax and read. We also needed to improve our dramatic play area by providing dress up clothes. We purchased small multi-cultural dolls to have students become familiar with other cultures and nationalities. Expected completion date for these findings is in May 2014.

In the beginning of the year Parents were surveyed as to what they desired for personal training and enrichment. In collaboration with the School Readiness Program, we hosted a parent training on November 7, 2013. Areas covered were literacy (how parents can help their children with reading at home), growth and developmental milestones, and preparation for the flu season. On May 7, 2014 we also hosted Kindergarten Readiness Night for all incoming kindergarten parents. Areas covered in this meeting were a typical day in the life of a kindergarten student, social and emotional well-being of a kindergarten student as well as good nutrition, the importance of getting enough rest and preparing for school over the summer at home. We were able to use the School Readiness Nurse to provide parents with ideas for good nutrition and good health for their children.

On February 20, 2014 we opened a Learning Link Program for parents to come in and enjoy time with their children in an educational environment. The program provides many resources to parents and our School Readiness Nurse is available to guide parents regarding their inquiries. The Learning Link is open every third Thursday of the month for two hours.

Our preschool team consists of
Director, Mona Green
Childcare Technician, Jill Martin
Preschool Teachers, Susan Mendez, Anh Hoang, Barbara Naile & Connie Ramirez

A copy of the Program Self-Evaluation will be/has been presented to the Governing Board.	Date June 18, 2014	
A copy of the Program Self-Evaluation will be/has been presented to teaching/program staff.	Date June 6, 2014	
A copy of the Program Self-Evaluation will be/has been presented to parents.	Date June 6, 2014	
Statement of Completion I certify that a Program Self-Evaluation was completed.	Signature 	Date May 29, 2014
	Name and Title Mona Green, Director	Phone Number 714-962-4099

**Desired Results Developmental Profile Summary of Findings
And Program Action Plan – Program or Network Level (CD 4001A)**

Contractor Name Fountain Valley Elementary School District	Age Group (Infant/Toddler, Preschool, School-Age) Preschool
Contract Type, and/or FCCHEN CSPP	Lead Planner's Name and Position Mona Green, Director
Planning Date November 2013	Lead Planner's Name and Position Mona Green, Director
Follow-up Date(s) June 2014	Lead Planner's Name and Position Mona Green, Director

This form can be expanded and is not limited to a single page.

Key Findings by Domain from Developmental Profiles	Educational Program Goal(s)	Action Steps (i.e. address activity planning, curriculum modifications, materials required, staff or program schedules, child-staff interactions, classroom use of space, professional development, parent education, and/or community outreach)	Expected Completion Date and/or Ongoing Implementation and Persons Responsible
Ask: Where is the program now? Key Findings for Improvement for 2013/2014 are: 1. Mathematical Development #33 & #37 Number sense of mathematical operation & patterning	Ask: Where does the program want to go? 1. Math: Students need to be able to count, add, subtract. They need to recognize numbers and be able to do patterning.	Ask: How does the program get there? 1. Math: We planned activities, such as counting, patterning, using the calendar, using unifix cubes, counting and comparing objects, classifying by different attributes, use buttons and pom poms to compare amount and weight. We implemented a growth measuring chart, graph the student's height bi-weekly to see how much they have grown. We used large plastic blocks to show height comparison between students. We had children aid in making play dough, goop, etc. using measuring cups and spoons. We created different patterns of shape, size and colors. Students traced patterns, colored and cut to understand patterning.	Ask: By when? This was an ongoing implementation completed by June 2014 Barbara Naile, Connie Ramirez, Anh Hoang & Susan Mendez

<p>2. Physical Development #40 Fine Motor Skills</p>	<p>2. Physical Development To improve hand control for grasping, fastening, buttoning, cutting, pinching, writing and lacing.</p>	<p>2. Physical Development We encouraged children to use large puzzles for grasping. We provided sensory tubs with small objects, such as beans and rice, to improve hand grip. We used shaving cream and asked students to draw circles with pointed fingers. We planned activities for students to practice assembling and balancing materials, using their fine motor skills, with blocks and Legos. We purchased magnetic tiles, nuts and bolts builders as well as pipe builders to make small objects. Students used tweezers to remove small objects from a bowl mixed with larger items. Students were encouraged to use children's scissors to cut variety of patterns, straight lines, etc. We provided finger painting as well as several objects for lacing, such as colored pasta, buttons and beads.</p>	<p>This was an ongoing implementation completed by June 2014 Barbara Naile, Connie Ramirez, Anh Hoang & Susan Mendez</p>
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Fountain Valley School District
BUSINESS SERVICES DIVISION
M E M O R A N D U M
ASB/S 13-14 - 09

TO: Marc Ecker, Superintendent
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Diane Sharpe, Food Service Director
DATE: May 14, 2014
SUBJECT: **APPROVE ELEMENTARY LUNCH PRICE INCREASE FROM \$2.75 TO \$3.00**

BACKGROUND

The Fountain Valley School District Food Service Program operates under many different guidelines under the National School Lunch Program. As these guidelines become much more stringent under the HHFKA (Healthy Hunger-Free Kids Act), the costs of food products have increased and sales have declined.

Due to these increased costs and the declining sales, the Food Service Department will need to increase the elementary schools reimbursable lunch price from \$2.75 to \$3.00. The last increase for the elementary school lunch was six years ago, September 2008. The middle school lunch price will remain the same at \$3.50.

RECOMMENDATION

It is recommended that the Board approve the elementary school lunch price increase from \$2.75 to \$3.00.



FOUNTAIN VALLEY SCHOOL DISTRICT
BUSINESS SERVICES
D/FS 13/14-60

MEMORANDUM

TO: Christine Fullerton – Assistant Superintendent, Business Administration
FROM: Scott Martin - Director, Fiscal Services
SUBJECT: **CONSOLIDATED APPLICATION FOR FUNDING CATEGORICAL AID
PROGRAMS SPRING 2014**
DATE: June 6, 2014

BACKGROUND:

The District is required to apply for categorical aid funds each year prior to the California State Budget's approval by the legislature. Final funding amounts will be received after the State budget is approved this summer, and winter release of the Application containing entitlements, allocations, and number of participants in specified programs will be submitted in the fall.

The 2014-2015 Application for Funding Consolidated Categorical Programs is included as an attachment and contains a description of the programs, activities, and services, as well as legal assurances of compliance for the following Consolidated Categorical Aid Programs.

Title I, Part A (Basic Grant)
Title II, Part A (Teacher Quality)
Title III, Part A (LEP Students)
Title III, Part A (Immigrant)

The completion of the 2014-2015 Consolidated Application ensures that funding for these programs will be appropriated to the District upon approval of the State budget and also ensures legal compliance of all State and Federal statutes required for these categorical programs.

RECOMMENDATION:

It is recommended that the Board of Trustees approves transmittal of the Consolidated Application Spring Release to the California State Department of Education.

2014-15 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca14asstoc.asp>

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

LEA Plan

An LEA that receives Title III funds, or any LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan. An LEA that receives Title III funds and is in Title III Improvement status must post their Improvement Plan in the California Accountability and Improvement System (CAIS) at <http://www.cde.ca.gov/ta/ac/ca/>.

State Board of Education approval date	7/11/2003
LEA Plan Web page	

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	
Authorized Representative's Signature	
Authorized Representative's Title	
Authorized Representative Signature Date	

2014-15 Protected Prayer Certification

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring & Support, frozic@cde.ca.gov, 916-319-0269
 Mary Payne, District Improvement Office, MPayne@cde.ca.gov, 916-319-0379

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Marc Ecker
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/18/2014
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field.	

2014-15 Application for Funding

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/18/2014
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District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Truyen Doan
DELAC review date	06/04/2014
Meeting minutes web address <small>Please enter the Web address of DELAC review meeting minutes. If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.</small>	www.fvsd.k12.ca.us
DELAC comment <small>If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment.</small>	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Economic Impact Aid <small>EC 54000 SACS 7090, 7091 With continued participation in the Economic Impact Aid program the LEA is agreeing to comply with the assurance posted at http://www.cde.ca.gov/fg/aa/co/ca13asstoc.asp.</small>	No
Title I Part A (Basic Grant) <small>ESEA Sec. 1111 et seq. SACS 3010</small>	Yes
Title I Part D (Delinquent) <small>ESEA Sec. 1401 SACS 3025</small>	No
Title II Part A (Teacher Quality)	Yes

2014-15 Application for Funding

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

ESEA Sec. 2101 SACS 4035	
Title III Part A Immigrant	Yes
ESEA Sec. 3102 SACS 4201	
Title III Part A LEP	Yes
ESEA Sec. 3102 SACS 4203	

2014-15 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability & Info Srv, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2014-15 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

2014-15 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

CDE Program Contact:

Laura Nelson, Private School List, lnelson@cde.ca.gov, 916-319-0229

Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838

Title II, Part A Improving Teacher and Principal Quality

The LEA must offer to provide Title II, Part A equitable services that address the needs of nonprofit private school students, teachers and other educational personnel. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Note: Non-unified elementary and/or high school districts that have applied for Title II, Part A funds have the option to add a shared attendance area nonprofit private school if they wish to share responsibility for that school's Title II equitable services.

Title III, Part A Limited English Proficient Student Subgrant Program

On an annual basis, the LEA must consult with all private schools within its boundaries, as to whether the private school students and teachers will participate in the Title III, Part A English Language Acquisition, Language Enhancement, and Academic Achievement Program. Consultation must be done during the design and development of programs and before decisions are made that affect the opportunities of students and teachers to participate. LEAs may not require documentation that poses an administrative barrier that is inconsistent to their responsibility to ensure equitable participation of private school students and teachers.

School Name	School Code	Enrollment	Consultation Occurred?	Title II, Part A Participation	Title III, Part A LEP Participation	School Added	Comment
Huntington Valley Preschool and Kindergarten	6206346	11	Y	N	N	N	
Shoreline Christian School	6988240	173	Y	N	N	N	
The Pegasus School	7005853	525	Y	N	N	N	

2014-15 Title I, Part A Nonprofit Private School Participation

The LEA shall provide, on an equitable basis, special educational services or other benefits to nonprofit private school eligible children.

CDE Program Contact:

Jyoti Singh, Title I Policy & Program Guidance, jysingh@cde.ca.gov, 916-319-0372
 Rina DeRose-Swinscoe, Title I Policy & Program Guidance, RDeroseswinscoe@cde.ca.gov, 916-323-0472

The LEA must offer to provide equitable services that address the needs of nonprofit private school students and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Note:

The LEA of residence is responsible for providing Title I Part A services to all eligible students who reside in the LEA's Title I attendance area but attend a private non-profit school. This includes students who attend nonprofit private schools outside the LEA's boundaries.

School Name	School Code	Enrollment	Participating	Affirmation On File	Low Income Student Count	Direct Services	Contract Services	School Added
Huntington Valley Preschool and Kindergarten	6206346	11	N	Y		N	N	N
Shoreline Christian School	6988240	173	N	Y		N	N	N
The Pegasus School	7005853	525	N	Y		N	N	N

2014-15 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

CDE Program Contact:

Nancy Bodenhausen, Title I Policy & Program Guidance, NBodenhausen@cde.ca.gov, 916-445-4904
 Lana Zhou, Title I Policy & Program Guidance, lzhou@cde.ca.gov, 916-319-0956

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

Allowable Exception Reasons

- a - Meets 35% Low Income Requirement
- c - Funded by Other Allowable Sources
- d - Desegregation Waiver on File
- e - Grandfather Provision
- f - Feeder Pattern
- g - Local Funded Charter Opted Out
- h - Local Funded Charter Opt In

Low income measure	FRPM
Group Schools by Grade Span	Yes
District-wide Low Income %	19.68%
Grade Span 1 Low Income %	19.65%
Grade Span 2 Low Income %	19.74%
Grade Span 3 Low Income %	0.00%

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment
Plavan (Urbain H.) Elementary	6085278	1	507	146	28.80	Y	N	1	Y		
Oka (Isojiro) Elementary	6068605	1	447	128	28.64	Y	N	2	Y		
Cox (James H.) Elementary	6066922	1	728	202	27.75	Y	N	3	Y		
Tamura (Hisamatsu) Elementary	6027924	1	621	115	18.52	N	N	4	N		
Gisler (Robert) Elementary	6027973	1	533	74	13.88	N	N	5	N		

2014-15 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment
Courreges (Roch) Elementary	6094635	1	717	80	11.16	N	N	6	N		
Newland (William T.) Elementary	6027999	1	437	39	8.92	N	N	7	N		
Masuda (Kazuo) Middle	6094627	2	791	206	26.04	Y	N	1	Y		
Talbert (Samuel E.) Middle	6071096	2	703	122	17.35	N	N	2	N		
Fulton (Harry C.) Middle	6027916	2	846	134	15.84	N	N	3	N		

2013-14 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures and encumbrances by activity. A report of year-to-date expenditures and encumbrances by activity from July 1, 2013 through June 30, 2014.

CDE Program Contact:

Jackie Rose, Title II Leadership, jrose@cde.ca.gov, 916-322-9503

2013-14 Title II, Part A entitlement	\$127,754
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Professional Development Expenditures

Professional development for teachers	\$10,801
Professional development for administrators	
Subject matter project	
Other professional development expenditures	

Exams and Test Preparation Expenditures

Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	

Recruitment, Training, and Retaining Expenditures

Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	

Miscellaneous Expenditures

Class size reduction	\$116,193
Administrative and indirect costs	\$760
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	\$127,754
General Comment (Maximum 500 characters)	

2013-14 Title III Part A Immigrant YTD Obligations Report, 12 Months

A report of year-to-date obligations by activity. Activity period covered is July 1, 2013 through June 30, 2014.

CDE Program Contact:

Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838
 Sandra Covarrubias, Language Policy & Leadership Office, SCovarrubias@cde.ca.gov, 916-319-0267

Approved Immigrant Sub-grantee Activities

(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-

- (1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-
 - (A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;
 - (B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;
 - (C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth
 - (D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

- (E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;
- (F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and
- (G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2013-14 Title III, Part A Immigrant entitlement	\$8,399
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$0
Administrative and indirect costs	\$1
Total year-to-date obligations	\$1
General Comment (Maximum 500 characters)	
2013-14 Unspent funds	\$8,398

2013-14 Title III, Part A LEP YTD Obligations Report, 12 Months

A report of year-to-date obligations by activity. Activity period covered is July 1, 2013 through June 30, 2014.

CDE Program Contact:

Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838
 Geoffrey Ndirangu, Language Policy & Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and Authorized LEP Sub-grantee Activities

Required

Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English proficiency and academic achievement of limited English proficient children.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.

2013-14 Title III, Part A LEP entitlement	\$59,725
Object Code - Activity	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$2,869
5000-5999 Services and other operating expenditures	\$9,308
Administrative and indirect costs (Amount cannot exceed 2% of the entitlement.)	\$0
Total year-to-date obligations	\$12,177
General comment (Maximum 500 characters)	
2013-14 Unspent funds	\$47,548

2013-14 Homeless Education Policy, Requirements and Implementation

The purpose of this data collection is to meet federal requirements specified in ESEA Section 722. This collection includes 1) monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act and 2) collecting contact information for each required designated LEA’s homeless liaison.

CDE Program Contact:

Leanne Wheeler, Improvement & Accountability Division, lwheeler@cde.ca.gov, 916-319-0383
 Mary Donnelly-Ortega, Improvement & Accountability Division, MDonnellyortega@cde.ca.gov, 916-323-5113

Homeless Education Certification

The LEA hereby assures and certifies to the California State Board of Education that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths

2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
 - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless
 - b) Includes a dispute resolution process
 - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison

3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Contact first name	Cara
Contact last name	Robinson
Contact title	Director, Support Services
Contact email address (format: abc@xyz)	RobinsonC@fvsd.us
Contact telephone number (format: 999-999-9999)	714-843-3281

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment	

2013-14 Homeless Education Policy, Requirements and Implementation

The purpose of this data collection is to meet federal requirements specified in ESEA Section 722. This collection includes 1) monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act and 2) collecting contact information for each required designated LEA’s homeless liaison.

CDE Program Contact:

Leanne Wheeler, Improvement & Accountability Division, lwheeler@cde.ca.gov, 916-319-0383
 Mary Donnelly-Ortega, Improvement & Accountability Division, MDonnellyortega@cde.ca.gov, 916-323-5113

Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA’s board approved the homeless education policy	07/21/2005
Does the LEA meet the above federal requirements	Yes
Compliance comment Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

Title I, Part A Homeless Expenditures

2013-14 Title I, Part A Entitlement	\$293,961
2013-14 Title I, Part A direct or indirect services to homeless children reservation	\$10,000
Amount of 2013-14 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children	\$0
No expenditures or encumbrances comment Provide an explanation why there is no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	We will meet the basic needs (clothing, supplies, health) of homeless students and reach out to parents in homeless situations.

2013-14 Title I, Part A Nonprofit Private School Student Demographics and Services

The report lists demographics for nonprofit private school students designated as receiving Title I, Part A equitable services.

CDE Program Contact:

Jyoti Singh, Title I Policy & Program Guidance, jysingh@cde.ca.gov, 916-319-0372

No schools need data entered at this time. Either there are no participating nonprofit private schools or Title I, Part A School Allocations has not been certified, funded school data is not available.

2013-14 Title I, Part A School Funded Staff Report

To collect school level data, as required by ESEA, about teachers and instructional paraprofessionals in Title I, Part A programs.

CDE Program Contact:

Jyoti Singh, Title I Policy & Program Guidance, jysingh@cde.ca.gov, 916-319-0372

School Name	School Code	Public	Authorized SWP	New Title I, Part A Funded Teachers Hired Count	Non-ESEA Qualified Hired Count	Title I, Part A Funded Teachers Count (0.00)	Title I, Part A Funded FTE Paraprofessionals Count (0.00)	ESEA Qualified FTE Paraprofessionals Count (0.00)	ESEA Qualified FTE Paraprofessionals %	Title I, Part A Funded Administrators Count (0.00)	Title I, Part A Funded Support Staff Count (0.00)	Other Title I, Part A Funded Staff Count (0.00)
Cox (James H.) Elementary	6066922	Y	N	0	0	1	0	0		0	0	0
Masuda (Kazuo) Middle	6094627	Y	N	0	0	0.72	0	0		0	0	0

2013-14 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

CDE Program Contact:

Nancy Bodenhausen, Title I Policy & Program Guidance, NBodenhausen@cde.ca.gov, 916-445-4904

District Parental Involvement Certification

Each LEA shall develop jointly with, agree on with, and distribute to parents of Title I children, a written Title I parental involvement policy (ESEA Section 1118(a)). The policy describes how the LEA will:

- a) Involve parents in the joint development of the LEA Plan and the processes of school review and improvement for program improvement schools under ESEA Section 1116;
- b) Help schools to plan and implement effective parental involvement activities to improve student academic achievement and school performance;
- c) Build the schools' and parents' capacity for strong parental involvement;
- d) Coordinate and integrate parental involvement strategies under Part A and under other programs as specified;
- e) Conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy and use the findings of the evaluation to design more effective parental involvement; and
- f) Involve parents in the activities of the Title I schools.

Does the district have a written parental involvement policy Yes

LEA policy compliance Yes

Does your current Title I district level parental involvement policy meet the above criteria

Annual evaluation date 06/04/2014

Annual Evaluation Parent representatives from the District Advisory Committee and District English Learner Advisory Committee reviewed Board Policy 6020 during the June 4, 2014 meeting.

2013-14 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

Describe the involvement of parents during the policy evaluation process. If no evaluation occurred or if the evaluation date is not within the allowable range, provide an explanation why. (Maximum 500 char)

Parent Involvement Allocation

No allocation is reserved for parent involvement because 1% of grant amount is \$5000 or less.

Describe parent involvement in decisions on the use of parental involvement set-aside. (Maximum 500 characters)

District Parental Involvement Contact Information

Parental Involvement contact name

Julianne Hoefler

Contact title

Director, Assessment and Accountability

Contact email address

hoeflerj@fvsd.us

(format abc@xyz.zyx)

Contact telephone number

714-843-3268

(format 999-999-9999)

School Parental Involvement Policy Compliance Requirements

The Title I, Part A school-level parental involvement policy describes the means to carry out:

- a) Involvement of parents in the development of the policy
- b) School-parent compacts
- c) Building of capacity for involvement of parents
- d) Accessibility and opportunities for participation of parents with limited English proficiency, parents with disabilities, and parents of migratory students

2013-14 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

School Name	School Code	Parental Involvement Policy Exists	No Policy Comment (Max 250 char)	Meets Policy Requirements ?	Not Compliant Comment (Max 250 char)	Parental Involvement Contact Name	Parental Involvement Contact Title	Parental Involvement Contact Email Address (format abc@xyz)	Parental Involvement Contact Telephone Number (format 999-999-9999)
Masuda (Kazuo) Middle	6094627	Y		Y		Jay Adams	Principal	AdamsJ@fvsd.us	714-378-4250
Cox (James H.) Elementary	6066922	Y		Y		Patrick Ham	Principal	HamP@fvsd.us	714-378-4240

2013-14 Title II, Part A School Class Size Reduction Report

The ESEA Act of 2001, Title II, Part A, Section 2123(a)(2)(B) allows LEAs to use ESEA Title II, Part A funds to recruit and hire highly qualified teachers to reduce class size.

CDE Program Contact:

Jackie Rose, Title II Leadership, jrose@cde.ca.gov, 916-322-9503

School Name	School Code	Total Class Size Reduction Teacher Count	ESEA Title II Part A Funded Class Size Reduction Teacher Count	ESEA/Highly Qualified Teacher Count
Courreges (Roch) Elementary	6094635	3	0	3
Cox (James H.) Elementary	6066922	3	0	3
Fulton (Harry C.) Middle	6027916	1	1	1
Gisler (Robert) Elementary	6027973	4	0	4
Masuda (Kazuo) Middle	6094627	1	1	1
Newland (William T.) Elementary	6027999	2	0	2
Oka (Isojiro) Elementary	6068605	2	0	2
Plavan (Urbain H.) Elementary	6085278	4	0	4
Talbert (Samuel E.) Middle	6071096	1	1	1
Tamura (Hisamatsu) Elementary	6027924	2	0	2

2013-14 Title III, Part A LEP Nonprofit Private School Reimbursement

The purpose of this data collection is to capture the documentable number of private school English learners who received Title III services during the reported fiscal year.

CDE Program Contact:

Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838

School Name	School Code	Enrollment	Flagged for LEP Participation	English Learner Students Served	Participation Explanation (max 500 char)
Huntington Valley Preschool and Kindergarten	6206346	11	N	0	
Shoreline Christian School	6988240	173	N	0	
The Pegasus School	7005853	525	N	0	

2012-13 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures and encumbrances by activity. A report of year-to-date expenditures and encumbrances by activity from July 1, 2012 through June 30, 2014.

CDE Program Contact:

Jackie Rose, Title II Leadership, jrose@cde.ca.gov, 916-322-9503

2012-13 Title II, Part A entitlement	\$134,030
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Professional Development Expenditures

Professional development for teachers	\$9,349
Professional development for administrators	
Subject matter project	\$1,650
Other professional development expenditures	

Exams and Test Preparation Expenditures

Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	

Recruitment, Training, and Retaining Expenditures

Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	

Miscellaneous Expenditures

Class size reduction	\$122,488
Administrative and indirect costs	\$543
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	\$134,030
General Comment (Maximum 500 characters)	

2012-13 Title III Part A Immigrant YTD Obligations Report, 24 Months

A report of year-to-date obligations by activity. Activity period covered is July 1, 2012 through June 30, 2014.

CDE Program Contact:

Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838
 Sandra Covarrubias, Language Policy & Leadership Office, SCovarrubias@cde.ca.gov, 916-319-0267

Approved Immigrant Sub-grantee Activities

(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-

- (1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-
 - (A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;
 - (B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;
 - (C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth
 - (D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

- (E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;
- (F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and
- (G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2012-13 Title III, Part A Immigrant entitlement	\$9,400
Object Code - Activity	
1000-1999 Certificated Personnel Salaries	\$0
2000-2999 Classified Personnel Salaries	\$4,107
3000-3999 Employee Benefits	\$237
4000-4999 Books And Supplies	\$4,520
5000-5999 Services And Other Operating Expenditures	\$61
Administrative And Indirect Costs	\$475
Total year-to-date obligations	\$9,400
General comment (Maximum 500 characters)	
2012-13 Unspent funds	\$0

2012-13 Title III, Part A LEP YTD Obligations Report, 24 Months

A report of year-to-date obligations by activity. Activity period covered is July 1, 2012 through June 30, 2014.

CDE Program Contact:

Patty Stevens, Title III Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838
 Geoffrey Ndirangu, Language Policy & Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Required and Authorized LEP Sub-grantee Activities

Required

Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English proficiency and academic achievement of limited English proficient children.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.

2012-13 Title III, Part A LEP Entitlement	\$70,178
Object Code - Activity	
1000-1999 Certificated Personnel Salaries	\$19,755
2000-2999 Classified Personnel Salaries	\$25,916
3000-3999 Employee Benefits	\$9,319
4000-4999 Books And Supplies	\$4,228
5000-5999 Services and Other Operating Expenditures	\$9,978
Administrative and indirect costs (Amount cannot exceed 2% of the entitlement.)	\$982
Total year-to-date obligations	\$70,178
General comment (Maximum 500 characters)	
2012-13 Unspent funds	\$0



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: *AGREEMENT FOR PRINCIPAL PROFESSIONAL DEVELOPMENT
TO SUPPORT SMALL GROUP, DIFFERENTIATED INSTRUCTION*
DATE: June 10, 2014

BACKGROUND INFORMATION:

In the spring of 2012, teachers at four District elementary schools received professional development in small group, differentiated instruction. In the spring of 2013, teachers from the three remaining elementary schools were also trained. Since initial training, teachers at all seven elementary schools have endeavored to effectively implement this instructional model in their classrooms.

In support of these efforts, Vicki Gibson, Ph.D., will provide one day of professional development for elementary principals to facilitate successful implementation of this instructional initiative.

Author Vicki Gibson is a national consultant, author, speaker, and trainer. She has been teaching children and adults since 1975. She was a former public school kindergarten teacher and learning disability specialist. Dr. Gibson earned three degrees, including her doctorate from Texas A&M University, where she served as a Lecturer and Adjunct Professor for ten years. Dr. Gibson is the author of the following programs: *We Can Early Childhood Curriculum*; *I Can Draw Pre-Writing Program*; *Letter, Sounds, and Strokes Phonics Program*; and the *We Can Manage the Early Childhood Classroom*. These programs are the core curricula for many Head Start Centers and programs funded by Early Reading First grants. Additionally, Dr. Gibson has written over a dozen books, including *Differentiated Instruction: Grouping for Success* and *Differentiating Teaching and Practice in Middle and High Schools*, which provide research-proven, effective methods for teaching and managing small and whole group instruction. Dr. Gibson works with educators across the United States, as well as internationally, helping teachers and administrators successfully implement this effective instructional model.

If approved by the Board of Trustees, Dr. Gibson will provide one day of professional development on August 8, 2014 for elementary principals. Title 1 funds will be used to pay for all related expenses.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Vicki Gibson, Ph.D., to provide principal professional development in small group, differentiated instruction.

GHA Client Information Form			
Requested Date(s) for Services		August 8, 2014 Dr. Vicki Gibson	
Purpose or Focus of Work (Briefly describe professional services requested): Principal professional development to support effective, on-going implementation of small group, Differentiated Instruction and Common Core			
Type of Service Requested ___ Consultation <u>XX</u> Training ___ Presentation			___ Other:
Contracting Agency		Fountain Valley School District	
Agency Address (city/state/zip)		10055 Slater Avenue, Fountain Valley, CA 92708	
Agency Phone		Agency Fax	
714-843-3285		714-843-2690	
Agency Website or Email		silavsa@fvsd.us	
Contact Person Name		Contact Email	
Anne Silavs		silavsa@fvsd.us	
Contact Cell Phone			
Location (address where work will be completed)		10055 Slater Avenue, Fountain Valley, CA 92708	
Session Time (begin & end)		8:00 a.m. – 3:30 p.m.	
Participants <u>X</u> District Administrators <u>X</u> Building Administrators ___ Teachers ___ Coaches ___ Specialists ___ Curriculum Consultants & Program Facilitators ___ Paraprofessionals ___ Others (describe):			
Grade Levels ___ PreK <u>X</u> K-3 <u>X</u> Gr 4-5 ___ Gr 7-8 ___ High School			
Approximate Number of Participants		10	
Associated with Conference? <u>XX</u> No ___ Yes:		Conference Name:	N/A
Invoice Contact Name/Address if different from above			
Receipts Required? ___ No <u>X</u> Yes: ___ Originals ___ Copies			
Handouts (List name and email of person receiving PDFs, etc. to print as handouts) Anne Silavs, silavsa@fvsd.us			
Preference for Handouts: <u>X</u> 3 slides per page ___ 4 slides per page ___ 6 slides per page			
AV Equipment : LCD projector, screen, microphone to be provided by Contracting Agency Other Equipment Requests:			

Lodging and Travel Information or Recommendations

Recommended Hotel (address/phone)	INFO NOT NEEDED
Recommended Airport(s)	INFO NOT NEEDED
Distance: • airport to hotel	INFO NOT NEEDED
• hotel to presentation site	INFO NOT NEEDED
Presenter Transportation ___ Taxi <u>XX</u> Rental car ___ Pick up & return from airport	

Agreement Between Client and Gibson Hasbrouck & Associates

This agreement serves to engage professional services between Gibson Hasbrouck & Associates (GHA) and the Client (named on Client Information Form). Both parties commit to expend reasonable efforts to successfully complete the work as expected by the timelines requested given no unforeseeable event occurs that may affect outcomes (inclement weather, illness, unpredictable circumstance).

CLIENT AGREES TO:

- Pay GHA a fee of \$4,500 /day for services **plus travel expenses**
- Secure the location where professional services will be provided and report location to GHA
- Complete this GHA Client Information form
- Ensure participants are advised about training expectations and participation requirements
- Provide audio/video equipment including LCD projector, screen, microphone, table for computer
- Remit payment for professional services upon receipt of invoice from GHA

GHA AGREES TO:

- Reserve the dates requested by Client
- Assign a GHA professional consultant to complete the work as described (Dr. Vicki Gibson)
- Provide services for training/consultation as per agreement
- Provide materials as described

SIGNATURES:

Client Representative _____ **Date** _____

GHA Representative _____ **Date** _____

Additional Comments or Considerations:

**RETURN COMPLETED FORM TO: Jan@gha-pd.com
or FAX to 781-348-9197**

Fountain Valley School District
BUSINESS SERVICES DIVISION
DFS/13-14 - 64

M E M O R A N D U M

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: **Approval of Update to Apple Sole Source Opinion**
DATE: June 10, 2014

BACKGROUND

A variety of laws and regulations require purchases of materials and equipment that exceed \$84,100 in a fiscal year be based upon the lowest price available from a public bid. In that process, vendors are allowed to substitute equal products that meet the specifications set forth in the bid. In some cases, there are no substitutes that would meet the required specifications. These are referred to as sole source products and in that instance, a product is identified as a sole source material or equipment and may be purchased without a public bid process.

In January of 2010 the Board of Trustees approved Apple Inc. as a sole source provider. Since that time there have been numerous advances in technology. The District has found it necessary to have the 2010 sole source opinion letter updated to include a wider selection of Apple products. These products include ipads and Macbooks as well as other products. A copy of the updated opinion letter is attached. The letter has been reviewed and approved by the OCDE legal department.

RECOMMENDATION

It is recommended that the Board of Trustees adopt the update to the District 2010 Apple sole source opinion and authorize the Superintendent, or his designee, to sign all documents.

Jack Plicet
Independent Consultant

701 Tourmaline Court, Anaheim Hills, CA 92807

June 6, 2014

Ms. Christine Fullerton
Assistant Superintendent of Business Services
Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708

Re: Sole Source Opinion for Non-Windows-Based Technology & Services

Dear Ms. Fullerton:

I have been providing information technology consulting services since 1987. My areas of expertise include developing strategic plans for the use of technology, conducting capacity studies for mainframes/servers/networks, and performing evaluations for users of computer equipment, software, and networks. My customers have included the Orange County Department of Education, Rancho Santiago Community College District, Santa Ana Unified School District, Garden Grove Unified School District, Brea Olinda Unified School District, Huntington Beach Union High School District, and Fountain Valley School District.

I completed a thorough and comprehensive review of the Fountain Valley School District's requirements for Non-Windows-Based desktop computer products and services in 2010 and rendered a sole source opinion of Apple, Inc. on January 4, 2010. I have been retained by Fountain Valley School District to update that opinion due to rapidly changing technology and its related services. A review was conducted which included an evaluation of responses from Mr. Parham Sedegh, District I.T. Manager, to a questionnaire developed by me and an Internet search of technology that is not based on the Windows operating software. I also investigated the availability of alternative providers of Non-Windows-Based technology and services. All of the above was done to develop an opinion on the best provider of Non-Windows-Based technology and services for the Fountain Valley School District.

ANALYSIS

To conduct an effective evaluation of the Fountain Valley School District's requirements for Non-Windows-Based technology and services, these three areas had to be reviewed:

- Requirements for Non-Windows-Based Technology & Services
- Evaluation of Available Non-Windows-Based Technology & Services
- Alternative Providers of Non-Windows-Based Technology & Services

Requirements for Non-Windows-Based Technology & Services

Non-Windows-Based technology and services are becoming increasingly important in the fields of content creation and media authoring. Some tools which are only available on Non-Windows-Based technology are required for authoring content. As the Fountain Valley School District implements Common Core State Standards, these opportunities for content creation become increasingly important at younger ages. Students need to develop the skills to communicate digitally, and that includes the ability to develop content on Non-Windows-Based platforms.

As the Fountain Valley School District moves towards Common Core State Standards, a wide variety of technologies are being deployed. The use of mobile versions of applications on Non-Windows-Based tablets helps to reinforce the curriculum in the classroom. There is a push to use Non-Windows-Based tablets for state testing, so it is critical for students to build familiarity with these devices prior to testing.

Teachers must be able to teach their students new industry-standard computer software skills as mentioned above. They must be able to teach an introduction to multimedia authoring. Teachers must also be able to develop lesson plans, classroom presentations, movies, and other instructional materials as well researching the Internet for content and ideas via Non-Windows-Based technologies.

Administrators need to use Non-Windows-Based tools to program Non-Windows-Based platforms, thereby allowing teachers to manage them in a streamlined manner. Administrators also need to use Non-Windows-Based tools to restrict students from downloading certain applications, access YouTube, and watch videos or movies with explicit content.

In conclusion, it is mandatory that the Fountain Valley School District be able to procure Non-Windows-Based technology and services to satisfy the requirements described above.

Evaluation of Available Non-Windows-Based Technology & Services

I have conducted a thorough and comprehensive research of Non-Windows-Based technology and services. This research has yielded one provider that can meet the requirements of the Fountain Valley School District.

Apple, Inc. offers a variety of software programs that satisfy Fountain Valley School District's unique requirements as described above. These software programs such as the Mac operating system (Mac OS) are available only on hardware platforms, including desktops (iMac), laptops (MacBook), handhelds (iPod Touch), and tablets (iPad) that are manufactured only by Apple, Inc.

Proloquo2Go, a software program available for use in the Fountain Valley School District's Special Education Program to support severely autistic students with minimum expressive language skills and which can be used by such students as part of their Individualized Education Program (IEP), operates only on Apple hardware platforms.

The iLife suite of software programs, available only from Apple Inc., allows students to organize photos by faces, create photo books, make movies, and even learn to play music. This suite of software programs, including iPhoto, iMovie, GarageBand, iWeb, and iDVD, provides an introduction to multimedia authoring to its students. iBooks Author, a software program that facilitates content creation by students and staff, runs only on Apple hardware platforms.

A variety of services are offered only by Apple, Inc. The AppleCare Protection Plan provides the Fountain Valley School District with a guarantee that all acquired products and software will be fully operational and up-to-date within their expected life cycles. In addition, the Fountain Valley School District can receive technical support and workshops from Apple, Inc. who can also provide professional development to the Fountain Valley School District on software application to ensure that teachers and students are able to maximize their utilization. Finally, Apple, Inc. can provide consultation services to assist the District in the achievement of its learning objectives.

In conclusion, it is mandatory that the Fountain Valley School District's Non-Windows-Based technology and services be able to provide the most comprehensive solution. In my opinion, the technology and services available from Apple, Inc. provide the only comprehensive solution for the Fountain Valley School District.

Alternative Providers of Non-Windows-Based Technology & Services

While there are other Non-Windows-Based technology providers, none provide the broad scope of technology product capabilities, software applications, and services provided by Apple, Inc. A multitude of software applications from Apple, Inc. are geared specifically for education, which is vital for the Fountain Valley School District.

Windows-Based technologies and services cannot satisfy the unique requirements defined herein by the Fountain Valley School District as they will not support and run the required software programs which are essential for the students and teachers of the Fountain Valley School District to move forward in the 21st century. It is the duty of the Fountain Valley School District to prepare its students to be current and marketable as they grow into adulthood. This is a digital world and it is the inherent duty of the Fountain Valley School District to make sure that its students are competitive and have all possible opportunities for success.

CONCLUSION

Based on the analysis discussed above, it is my professional opinion that Apple, Inc. is the sole source provider of Non-Windows-Based desktops (iMac), laptops (MacBook), handhelds with wireless router carts (iPod Touch), and tablets (iPad) with the capabilities required by the Fountain Valley School District. In addition, Apple Inc. is the sole source provider of the Mac OS operating system (and any future versions of this software), Proloquo2Go, iLife, and iBook Author software applications. Apple, Inc. is also the sole source provider of educational applications available for downloading from Apple, Inc. and the technical training, support, and professional development services for teachers related to the Apple, Inc. technologies and services required by the Fountain Valley School District.

If you have any questions regarding this matter, please do not hesitate to contact me at (714) 974-6498.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jack Plicet', with a long horizontal stroke extending to the right.

Jack Plicet

Fountain Valley School District
BUSINESS SERVICES DIVISION
DFS/13-14 - 61

M E M O R A N D U M

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: **Approval of Resolution 2014-29 Education Protection Account (EPA)
Funding and Spending Determinations for the 2014-15 Fiscal Year**
DATE: June 9, 2014

BACKGROUND

In November of 2012, Proposition 30, The Schools and Local Public Safety Protection Act of 2012, was approved by the voters. Tax revenues from Proposition 30 are being deposited at the state level into a newly created Education Protection Account (EPA). Funds from this account are then dispersed to school districts as well as other agencies.

Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education and community college districts are required to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction, provided that the governing board makes the spending determinations in an open session of a public meeting. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators or any other administrative costs.

RECOMMENDATION

It is recommended that the Board of Trustees adopt **RESOLUTION 2014-29** approving the expenditure of Education Protection Account funds to be received quarterly during the 2014-15 fiscal year and authorize the Superintendent or his designee to sign all documents.

2012-13 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Expenditures through: June 30, 2014
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Local Control Funding Formula Sources	8010-8099	5,583,798.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		5,583,798.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	5,583,798.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		5,583,798.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

FOUNTAIN VALLEY SCHOOL DISTRICT

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
FOUNTAIN VALLEY SCHOOL DISTRICT**

**RESOLUTION 2014-29
EDUCATION PROTECTION ACCOUNT**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education

Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Fountain Valley School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Fountain Valley School District has determined to spend the monies received from the Education Protection Act as attached.

DATED: June 18, 2014

Judith Edwards, President

Jimmy Templin, President Pro-Tem

Ian Collins, Clerk

Sandra Crandall, Member

Jeanne Galindo, Member

Fountain Valley School District
BUSINESS SERVICES DIVISION
DFS/13-14 - 63

M E M O R A N D U M

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: **Copier Maintenance Agreement**
DATE: June 9, 2014

BACKGROUND

The District annually enters into a maintenance agreement with a local vendor for service and maintenance of the District's copier and fax machines. Metro Business Solutions (Metro) has been servicing the District for the past several years. Metro has provided quality service and timely responses to service calls.

Metro provides the District with several maintenance agreements based on specific equipment needs and locations. The total amount of these proposed contracts with Metro is below \$84,100 and therefore is not subject to the competitive bid requirements.

RECOMENDATION

It is recommended that the Board of Trustees approve the attached maintenance agreements with Metro Business Solutions. It is further recommended that the Board approve a delegation of authority to the Superintendent, or his designee, to execute this lease agreement.



Metro Business Solutions, Inc.

"Empowering Organizations Since 1988"

575 Anton Blvd ste.300, Costa Mesa, CA 92626
(714) 549 -1121 (800) 862-2679

NO. 1212MA

Maintenance Agreement

Salesperson:

Order Date:7/1/2014

Customer			Equipment Location			
Company: Fountain Valley School District			Company: Same			
Address: 10055 Slater Ave			Address:			
City: Fountain Valle		State: CA	Zip: 92708		City: State: Zip:	
Phor 714.843.3200			Phone:			
Make/Model	Serial #	Monthly Coverage	Start Meter	Annual Coverage	Price	
1 Copystar CS-820	QJU9800197	50,000		600,000	\$3,600.00	
2 Copystar CS-820	QJU9800210	50,000		600,000	\$3,600.00	
3 Copystar CS-820	QJU9800207	50,000		600,000	\$3,600.00	
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

NOTES: * CS-820 - Any impressions over 50,000 copies per month will be billed at .015..

Subtotal	\$10,800.00
Tax (.048%)	\$518.40
Total	\$11,318.40

COVERAGE : Covers all labor & parts including drum (excludes fusers, P.M. kits and consumables)

SERVICE PLAN

During the agreement period and subject to the terms and conditions of this agreement **Metro Business Solution, Inc.** will require an initial service call to inspect the equipment to be covered by this agreement. This agreement will cover equipment found to be in good working condition at time of inception of this agreement. Any unit (s) found not to be in good working condition will require the unit be repaired before inception of this agreement or items needing repair will be exempt from coverage under this agreement.

PERIOD OF MAINTENANCE: 7/1/2014 TO 7/1/2015

This agreement shall continue for a period of one (1) year commencing on the above date and expiring on date above or the stated meter coverage whichever comes first. Thereafter, it shall automatically be renewed thereafter, subject to then current Prices, Terms, and Conditions, unless notified by either party of termination. Metro Business Solution, Inc. will respond to a service request during normal working hours (weekdays 9:00 AM to 5:00 PM) for the unit (s) listed in this agreement If customer requests service outside of this period, customer agrees to pay an additional fee based on Metro Business Solutions. Inc current rates.

By your signature below, you agree to purchase the maintenace services specified above. You acknowledge receipt of a copy of this agreement to the terms aand conditions on page 2 hereof and any addendum(s) hereto , are incorporated and made a part of this agreement.

Customer's Authorized Signature _____

Printed Named _____ Title _____ Date _____

MBS Authorized Signature _____

SIGNATURE WITHOUT PAYMENT DOES NOT CONSTITUTE AN AGREEMENT

TERMS AND CONDITIONS

- 1 MBS, in consideration of the maintenance program charges provided for herein, agrees to perform maintenance service with respect to the equipment specified on the reverse side hereof. Maintenance service will consist of making all necessary service calls during MBS regular business hours after request by Customer. MAINTENANCE INCLUDES: ALL LABOR, TRAVEL AND PARTS (EXCEPT DRUM, THERMO HEADS, FUSER ROLLERS, PM KITS, CLEANING BLADES, ELECTRICAL BOARDS, TONER, DEVELOPER, PAPER AND PANELS) NEEDED TO REPAIR THE EQUIPMENT AS A RESULT OF NORMAL USAGE. THIS AGREEMENT DOES NOT COVER SERVICE PERFORMED AT CUSTOMERS REQUEST OUTSIDE MBS REGULAR BUSINESS HOURS. THE FOREGOING ITEMS AND SERVICES WILL BE INVOICED TO THE CUSTOMER AT CURRENT PRICES.
2. THIS AGREEMENT DOES NOT COVER SERVICE, REPAIRS OR PARTS NECESSARY BECAUSE OF ACCIDENT, MISUSE, ABUSE, NEGLIGENCE, THEFT, VANDALISM, INSUFFICIENT POWER SOURCE, ALTERATIONS, FIRE, WATER OR OTHER CASUALTY, MALFUNCTIONS OF PARTS OR ATTACHMENTS NOT SUPPLIED BY MACHINE'S SPECIFICATIONS, OR MAINTENANCE REQUIRED DUE TO ABNORMAL TEMPERATURE CONDITIONS. When in MBS opinion, a shop reconditioning of equipments is necessary because normal repairs on the premises cannot keep a unit in satisfactory operating condition, MBS will submit a cost estimate of necessary repairs which will be in addition to the charges specified on the Agreement, if the customer does not authorize such work, MBS may terminate this Agreement and provide subsequent service only on a " C.O.D. per call " basis.
3. This Agreement may be canceled by either party at any time provided that written notice is received at least thirty days prior to desired cancellation date. Charges relative to this Agreement are not refundable either partially or fully. However, if cancellation is effected by MBS then payment based pro-ration on the unused portion of this agreement will be refunded.
4. In the event of cancellation by MBS, the Customer will be liable for all service performed on machine and/or supplies delivered during this contract period at standard retail rates of labor, parts and supplies.
5. The amounts of maintenance charge under this agreement will be increased by an amount equal to any applicable tax now or here after assessed, levied or imposed by any Federal, State or local authority on such charge or upon the services rendered or parts supplied pursuant here to including. any privilege or excise taxes based on gross revenues, but excluding taxes on net income.
6. If the equipment is moved from the location specified on the reverse side hereof, MBS may immediately cancel this Agreement by giving notice to Customer, or attach travel charges.
7. MBS will not be responsible for delays or inability's to service caused, directly or indirectly, by strikes, accidents, climatic conditions, or other reason of alike or dissimilar nature beyond its control. IN NO EVENT WILL MBS BE LIABLE FOR LOSS OR PROFITS OR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. NO ACTION RELATING TO OBLIGATIONS HERE UNDER MAY BE BROUGHT BY EITHER PARTY MORE THAN SIX MONTHS AFTER THE CAUSE OF ACTION HAS OCCURED. METRO BUSINESS LIABILITY IN CASE OF NON PERFORMANCE HERE UNDER WILL NOT EXCEED THE ANNUAL MAINTENANCE CHARGE SPECIFIED ON THE REVERSE SIDE HEREOF.
8. This Agreement is not assignable and may be canceled by MBS by written notice to Customer if the equipment is sold, leased or transferred by Customer to any other person.
9. Upon expiration this contract will be automatically renewed at MBS prevailing rate, unless canceled by the customer in advanced.
10. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no representations, either written or oral, will be of any force or effect unless set forth in this Agreement. No amendment or waiver of the terms of this Agreement may be made except in writing signed by both parties.

This Agreement will be governed by the laws of the State of California.



Metro Business Solutions, Inc.

"Empowering Organizations Since 1988"

575 Anton Blvd ste.300, Costa Mesa, CA 92626
(714) 549 -1121 (800) 862-2679

NO. 1214MA

Maintenance Agreement

Salesperson:

Order Date:7/1/2014

Customer				Equipment Location			
Company: Fountain Valley School District				Company: Same			
Address: 10055 Slater Ave				Address:			
City: Fountain Valle		State: CA		Zip: 92708		City: State: Zip:	
Phor 714.843.3200				Phone:			
Make/Model	Serial #	Monthly Coverage	Start Meter	Annual Coverage	Price		
1	Copystar CS-5500i (Courreges)	NHJ2600833	50,000		600,000	\$2,820.00	
2	Copystar CS-5500i (Courreges)	NHJ2400678	50,000		600,000	\$2,820.00	
3	Copystar CS-5500i (COX)	NHJ2500792	50,000		600,000	\$2,820.00	
4	Copystar CS-5500i (COX)	NHJ2600807	50,000		600,000	\$2,820.00	
5	Copystar CS-5500i (ESP)	NHJ2400678	50,000		600,000	\$2,820.00	
6	Copystar CS-5500i (Fulton)	NHJ2600829	50,000		600,000	\$2,820.00	
7	Copystar CS-5500i (Fulton)	NHJ2400707	50,000		600,000	\$2,820.00	
8	Copystar CS-5500i (Gisler)	NHJ2400674	50,000		600,000	\$2,820.00	
9	Copystar CS-5500i (Masuda)	NHJ2500793	50,000		600,000	\$2,820.00	
10	Copystar CS-5500i (Masuda)	NHJ2400739	50,000		600,000	\$2,820.00	
11	Copystar CS-5500i (Newland)	NHJ2400698	50,000		600,000	\$2,820.00	
12	Copystar CS-5500i (Oka)	NHJ2400743	50,000		600,000	\$2,820.00	
13	Copystar CS-5500i (Oka)	NHJ2400688	50,000		600,000	\$2,820.00	
14	Copystar CS-5500i (Plavan)	NHJ2400767	50,000		600,000	\$2,820.00	
15	Copystar CS-5500i (Talbert)	NHJ2500799	50,000		600,000	\$2,820.00	
16	Copystar CS-5500i (Talbert)	NHJ2600727	50,000		600,000	\$2,820.00	
17	Copystar CS-5500i (Tamura)	NHJ2600834	50,000		600,000	\$2,820.00	
18	Copystar CS-5550i (Color unit)	NHJ2600834	50,000		600,000	\$2,820.00	

Subtotal \$50,760.00

Tax (.048%) \$2,436.48

Total \$53,196.48

NOTES: * CS-5500i - Any impressions over 50,000 copies per month will be billed at .0075 plus tax.

* CS- 5550ci Any impressions over 15,000 copies per month will be billed at .035 plus tax.

COVERAGE PLAN

SILVER Covers all labor & general parts (excludes, fusers, drum, P.M. kits, staples and consumables)

SERVICE PLAN

During the agreement period and subject to the terms and conditions of this agreement **Metro Business Solution, Inc.** will require an initial service call to inspect the equipment to be covered by this agreement. This agreement will cover equipment found to be in good working condition at time of inception of this agreement. Any unit (s) found not to be in good working condition will require the unit be repaired before inception of this agreement or items needing repair will be exempt from coverage under this agreement.

PERIOD OF MAINTENANCE: 7/1/2014 TO 7/1/2015

This agreement shall continue for a period of one (1) year commencing on the above date and expiring on date above or the stated meter coverage whichever comes first. Thereafter, it shall automatically be renewed thereafter, subject to then current Prices, Terms, and Conditions, unless notified by either party of termination. Metro Business Solution, Inc. will respond to a service request during normal working hours (weekdays 9:00 AM to 5:00 PM) for the unit (s) listed in this agreement If customer requests service outside of this period, customer agrees to pay an additional fee based on Metro Business Solutions, Inc current rates.

By your signature below, you agree to purchase the maintenace services specified above. You acknowledge receipt of a copy of this agreement to the terms aand conditions on page 2 hereof and any addendum(s) hereto , are incorporated and made a part of this agreement.

Customer's Authorized Signature _____

Printed Named _____ Title _____ Date _____

MBS Authorized Signature _____

SIGNATURE WITHOUT PAYMENT DOES NOT CONSTITUTE AN AGREEMENT

TERMS AND CONDITIONS

1 MBS, in consideration of the maintenance program charges provided for herein, agrees to perform maintenance service with respect to the equipment specified on the reverse side hereof. Maintenance service will consist of making all necessary service calls during MBS regular business hours after request by Customer. MAINTENANCE INCLUDES: ALL LABOR, TRAVEL AND PARTS (EXCEPT DRUM, THERMO HEADS, FUSER ROLLERS, PM KITS, CLEANING BLADES, ELECTRICAL BOARDS, TONER, DEVELOPER, PAPER AND PANELS) NEEDED TO REPAIR THE EQUIPMENT AS A RESULT OF NORMAL USAGE. THIS AGREEMENT DOES NOT COVER SERVICE PERFORMED AT CUSTOMERS REQUEST OUTSIDE MBS REGULAR BUSINESS HOURS. THE FOREGOING ITEMS AND SERVICES WILL BE INVOICED TO THE CUSTOMER AT CURRENT PRICES.

2. THIS AGREEMENT DOES NOT COVER SERVICE, REPAIRS OR PARTS NECESSARY BECAUSE OF ACCIDENT, MISUSE, ABUSE, NEGLIGENCE, THEFT, VANDALISM, INSUFFICIENT POWER SOURCE, ALTERATIONS, FIRE, WATER OR OTHER CASUALTY, MALFUNCTIONS OF PARTS OR ATTACHMENTS NOT SUPPLIED BY MACHINE'S SPECIFICATIONS, OR MAINTENANCE REQUIRED DUE TO ABNORMAL TEMPERATURE CONDITIONS. When in MBS opinion, a shop reconditioning of equipments is necessary because normal repairs on the premises cannot keep a unit in satisfactory operating condition, MBS will submit a cost estimate of necessary repairs which will be in addition to the charges specified on the Agreement, if the customer does not authorize such work, MBS may terminate this Agreement and provide subsequent service only on a " C.O.D. per call " basis.

3. This Agreement may be canceled by either party at any time provided that written notice is received at least thirty days prior to desired cancellation date. Charges relative to this Agreement are not refundable either partially or fully. However, if cancellation is effected by MBS then payment based pro-ration on the unused portion of this agreement will be refunded.

4. In the event of cancellation by MBS, the Customer will be liable for all service performed on machine and/or supplies delivered during this contract period at standard retail rates of labor, parts and supplies.

5. The amounts of maintenance charge under this agreement will be increased by an amount equal to any applicable tax now or here after assessed, levied or imposed by any Federal, State or local authority on such charge or upon the services rendered or parts supplied pursuant here to including. any privilege or excise taxes based on gross revenues, but excluding taxes on net income.

6. If the equipment is moved from the location specified on the reverse side hereof, MBS may immediately cancel this Agreement by giving notice to Customer, or attach travel charges.

7. MBS will not be responsible for delays or inability's to service caused, directly or indirectly, by strikes, accidents, climatic conditions, or other reason of alike or dissimilar nature beyond its control. IN NO EVENT WILL MBS BE LIABLE FOR LOSS OR PROFITS OR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. NO ACTION RELATING TO OBLIGATIONS HERE UNDER MAY BE BROUGHT BY EITHER PARTY MORE THAN SIX MONTHS AFTER THE CAUSE OF ACTION HAS OCCURED. METRO BUSINESS LIABILITY IN CASE OF NON PERFORMANCE HERE UNDER WILL NOT EXCEED THE ANNUAL MAINTENANCE CHARGE SPECIFIED ON THE REVERSE SIDE HEREOF.

8. This Agreement is not assignable and may be canceled by MBS by written notice to Customer if the equipment is sold, leased or transferred by Customer to any other person.

9. Upon expiration this contract will be automatically renewed at MBS prevailing rate, unless canceled by the customer in advanced.

10. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no representations, either written or oral, will be of any force or effect unless set forth in this Agreement. No amendment or waiver of the terms of this Agreement may be made except in writing signed by both parties.

This Agreement will be governed by the laws of the State of California.

Maintenance Agreement

Salesperson: _____ Order Date:7/1/2014

Customer				Equipment Location			
Company: Fountain Valley School District				Company: Same			
Address: 10055 Slater Ave				Address:			
City: Fountain Valle		State: CA		Zip: 92708		City: State: Zip:	
Phor 714.843.3200				Phone:			
1	Make/Model	Serial #	Coverage	Start Meter	Annual Coverage	Price	
1	(Courreges) Canon MF-4350	RKW74074	Silver			\$159.00	
2	(Courreges) Canon MF-4150	RVM88115	Silver			\$159.00	
3	(COX) Canon MF-4350	KW70739	Silver			\$159.00	
4	OPEREATION Canon MF-4350	RKW23623	Silver			\$159.00	
5	DO Canon MF-4450	RGG13932	Silver			\$159.00	
6	DO (Dodi) Canon MF-4450	RCGJ2199	Silver			\$159.00	
7	Newland Canon MF-4350	RAJ97193	Silver			\$159.00	
8	Oka Canon MF-4450	RCG33725	Silver			\$159.00	
9	Oka Canon MF-4350	KW88040	Silver			\$159.00	
10	Talbert Canon MF-4350	KW39441	Silver			\$159.00	
11	Talbert Canon MF-4350	RCG12026	Silver			\$159.00	
12	DO Samsung Fax F-560	JAE304589	Silver			\$159.00	
13	Operations Copystar CS-4530	OO9191	Silver			\$500.00	
14	Copystar CS-1810	AJH30111515	Gold			\$1,095.00	
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							

COVERAGE Covers all labor & general parts (excludes drum, P.M. kits and consumables)	Subtotal	\$3,503.00
	Tax (.048%)	\$168.14
	Total	\$3,671.14

Payment terms : See invoice 9814MA

SERVICE PLAN

During the agreement period and subject to the terms and conditions of this agreement Metro Business Solution, Inc. will require an initial service call to inspect the equipment to be covered by this agreement. This agreement will cover equipment found to be in good working condition at time of inception of this agreement. Any unit (s) found not to be in good working condition will require the unit be repaired before inception of this agreement or items needing repair will be exempt from coverage under this agreement.

PERIOD OF MAINTENANCE: 7/1/2014 TO 7/1/2015

This agreement shall continue for a period of one (1) year commencing on the above date and expiring on date above or the stated meter coverage whichever comes first. Thereafter, it shall automatically be renewed thereafter, subject to then current Prices, Terms, and Conditions, unless notified by either party of termination. Metro Business Solution, Inc. will respond to a service request during normal working hours (weekdays 9:00 AM to 5:00 PM) for the unit (s) listed in this agreement If customer requests service outside of this period, customer agrees to pay an additional fee based on Metro Business Solutions, Inc

By your signature below, you agree to purchase the maintenace services specified above. You acknowledge receipt of a copy of this agreement to the terms aand conditions on page 2 hereof and any addendum(s) hereto , are incorporated and made a part of this agreement.

Customer's Authorized Signature _____

Printed Named _____ Title _____ Date _____

MBS Authorized Signature _____

TERMS AND CONDITIONS

1 MBS, in consideration of the maintenance program charges provided for herein, agrees to perform maintenance service with respect to the equipment specified on the reverse side hereof. Maintenance service will consist of making all necessary service calls during MBS regular business hours after request by Customer. MAINTENANCE INCLUDES: ALL LABOR, TRAVEL AND PARTS (EXCEPT DRUM, THERMO HEADS, FUSER ROLLERS, PM KITS, CLEANING BLADES, ELECTRICAL BOARDS, TONER, DEVELOPER, PAPER AND PANELS) NEEDED TO REPAIR THE EQUIPMENT AS A RESULT OF NORMAL USAGE. THIS AGREEMENT DOES NOT COVER SERVICE PERFORMED AT CUSTOMERS REQUEST OUTSIDE MBS REGULAR BUSINESS HOURS. THE FOREGOING ITEMS AND SERVICES WILL BE INVOICED TO THE CUSTOMER AT CURRENT PRICES.

2. THIS AGREEMENT DOES NOT COVER SERVICE, REPAIRS OR PARTS NECESSARY BECAUSE OF ACCIDENT, MISUSE, ABUSE, NEGLIGENCE, THEFT, VANDALISM, INSUFFICIENT POWER SOURCE, ALTERATIONS, FIRE, WATER OR OTHER CASUALTY, MALFUNCTIONS OF PARTS OR ATTACHMENTS NOT SUPPLIED BY MACHINE'S SPECIFICATIONS, OR MAINTENANCE REQUIRED DUE TO ABNORMAL TEMPERATURE CONDITIONS. When in MBS opinion, a shop reconditioning of equipments is necessary because normal repairs on the premises cannot keep a unit in satisfactory operating condition, MBS will submit a cost estimate of necessary repairs which will be in addition to the charges specified on the Agreement, if the customer does not authorize such work, MBS may terminate this Agreement and provide subsequent service only on a "C.O.D. per call" basis.

3. This Agreement may be canceled by either party at any time provided that written notice is received at least thirty days prior to desired cancellation date. Charges relative to this Agreement are not refundable either partially or fully. However, if cancellation is effected by MBS then payment based pro-ratio on the unused portion of this agreement will be refunded.

4. In the event of cancellation by MBS, the Customer will be liable for all service performed on machine and/or supplies delivered during this contract period at standard retail rates of labor, parts and supplies.

5. The amounts of maintenance charge under this agreement will be increased by an amount equal to any applicable tax now or here after assessed, levied or imposed by any Federal, State or local authority on such charge or upon the services rendered or parts supplied pursuant here to including. any privilege or excise taxes based on gross revenues, but excluding taxes on net income.

6. If the equipment is moved from the location specified on the reverse side hereof, MBS may immediately cancel this Agreement by giving notice to Customer, or attach travel charges.

7. MBS will not be responsible for delays or inability's to service caused, directly or indirectly, by strikes, accidents, climatic conditions, or other reason of alike or dissimilar nature beyond its control. IN NO EVENT WILL MBS BE LIABLE FOR LOSS OR PROFITS OR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. NO ACTION RELATING TO OBLIGATIONS HERE UNDER MAY BE BROUGHT BY EITHER PARTY MORE THAN SIX MONTHS AFTER THE CAUSE OF ACTION HAS OCCURED. METRO BUSINESS LIABILITY IN CASE OF NON PERFORMANCE HERE UNDER WILL NOT EXCEED THE ANNUAL MAINTENANCE CHARGE SPECIFIED ON THE REVERSE SIDE HEREOF.

8. This Agreement is not assignable and may be canceled by MBS by written notice to Customer if the equipment is sold, leased or transferred by Customer to any other person.

9. Upon expiration this contract will be automatically renewed at MBS prevailing rate, unless canceled by the customer in advanced.

10. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no representations, either written or oral, will be of any force or effect unless set forth in this Agreement. No amendment or waiver of the terms of this Agreement may be made except in writing signed by both parties.

This Agreement will be governed by the laws of the State of California.



Metro Business Solutions, Inc.

"Empowering Organizations Since 1988"

575 Anton Blvd ste.300, Costa Mesa, CA 92626
(714) 549 -1121 (800) 862-2679

NO. 1215MA

Maintenance Agreement

Salesperson:

Order Date:7/1/2014

Customer				Equipment Location		
Company: Fountain Valley School District				Company: Same		
Address: 10055 Slater Ave				Address:		
City: Fountain Valle	State: CA	Zip: 92708		City:	State:	Zip:
Phor 714.843.3200				Phone:		

	Make/Model	Serial #	Coverage	Start Meter	Annual Coverage	Price
1	(Courreges) RZ 220 UI	81908968	40,000		480,000	\$432.00
2	(Courreges) RZ 220 UI	81909316	40,000		480,000	\$432.00
3	(COX) RZ 220 UI	82548019	40,000		480,000	\$432.00
4	(COX) RZ 220 UI	81909712	40,000		480,000	\$432.00
5	(COX) RZ 220 UI	81909707	40,000		480,000	\$432.00
6	(COX) RZ 220 UI	81909712	40,000		480,000	\$432.00
7	(COX) RZ 220 UI	81909708	40,000		480,000	\$432.00
8	FVSD PUBS RZ 220 UI	81907671	40,000		480,000	\$432.00
9	(Gisler) RZ 220 UI	82544157	40,000		480,000	\$432.00
10	(Gisler) RZ 220 UI	82544158	40,000		480,000	\$432.00
11	(Gisler) RZ 220 UI	82544154	40,000		480,000	\$432.00
12	(Gisler) RZ 220 UI	81904030	40,000		480,000	\$432.00
13	(Masuda) RZ 220 UI	82541688	40,000		480,000	\$432.00
14	(Masuda) RZ 220 UI	79400124	40,000		480,000	\$432.00
15	(Newland) RZ 220 UI	82544491	40,000		480,000	\$432.00
16	(Newland) RZ 220 UI	81904129	40,000		480,000	\$432.00
17	(Oka) RZ 220 UI	82544910	40,000		480,000	\$432.00
18	(Oka) RZ 220 UI	82549178	40,000		480,000	\$432.00
19	(Plavan) RZ 220 UI	81909701	40,000		480,000	\$432.00
20	(Plavan) RZ 220 UI	81909700	40,000		480,000	\$432.00
21	(Talbert) RP3105	97950996	40,000		480,000	\$432.00
22	(Talbert) RP3105	97950438	40,000		480,000	\$432.00
23	(Tamura) EZ220UI	79704613	40,000		480,000	\$432.00
24	(Tamura) EZ220UI	79704603	40,000		480,000	\$432.00
25	(Tamura) EZ220UI	79704611	40,000		480,000	\$432.00
26	(Tamura) EZ220UI	79704615	40,000		480,000	\$432.00
27	(Tamura) RZ 220 UI	79440124	40,000		480,000	\$432.00
28	(Fulton) RZ 220 UI	82550646	40,000		480,000	\$432.00
29	(Fulton) RZ 220 UI	89003246	40,000		480,000	\$432.00

Subtotal	\$12,528.00
Tax (.048%)	\$360.81
Total	\$12,888.81

NOTES: Covers all labor & general parts, excludes thermo heads, masters, PM kits and consumables

SERVICE PLAN

During the agreement period and subject to the terms and conditions of this agreement Metro Business Solution, Inc. will require an initial service call to inspect the equipment to be covered by this agreement. This agreement will cover equipment found to be in good working condition at time of inception of this agreement. Any unit (s) found not to be in good working condition will require the unit be repaired before inception of this agreement or items needing repair will be exempt from coverage under this agreement.

PERIOD OF MAINTENANCE: 7/1/2014 TO 7/1/2015

This agreement shall continue for a period of one (1) year commencing on the above date and expiring on date above or the stated meter coverage whichever comes first. Thereafter, it shall automatically be renewed thereafter, subject to then current Prices, Terms, and Conditions, unless notified by either party of termination. Metro Business Solution, Inc. will respond to a service request during normal working hours (weekdays 9:00 AM to 5:00 PM) for the unit (s) listed in this agreement If customer requests service outside of this period, customer agrees to pay an additional fee based on Metro Business Solutions, Inc current rates.

By your signature below, you agree to purchase the maintenace services specified above. You acknowledge receipt of a copy of this agreement to the terms aand conditions on page 2 hereof and any addendum(s) hereto , are incorporated and made a part of this agreement.

Customer's Authorized Signature _____

Printed Named _____ Title _____ Date _____

MBS Authorized Signature _____

SIGNATURE WITHOUT PAYMENT DOES NOT CONSTITUTE AN AGREEMENT

TERMS AND CONDITIONS

1 MBS, in consideration of the maintenance program charges provided for herein, agrees to perform maintenance service with respect to the equipment specified on the reverse side hereof. Maintenance service will consist of making all necessary service calls during MBS regular business hours after request by Customer. MAINTENANCE INCLUDES: ALL LABOR, TRAVEL AND PARTS (EXCEPT DRUM, THERMO HEADS, FUSER ROLLERS, PM KITS, CLEANING BLADES, ELECTRICAL BOARDS, TONER, DEVELOPER, PAPER AND PANELS) NEEDED TO REPAIR THE EQUIPMENT AS A RESULT OF NORMAL USAGE. THIS AGREEMENT DOES NOT COVER SERVICE PERFORMED AT CUSTOMERS REQUEST OUTSIDE MBS REGULAR BUSINESS HOURS. THE FOREGOING ITEMS AND SERVICES WILL BE INVOICED TO THE CUSTOMER AT CURRENT PRICES.

2. THIS AGREEMENT DOES NOT COVER SERVICE, REPAIRS OR PARTS NECESSARY BECAUSE OF ACCIDENT, MISUSE, ABUSE, NEGLIGENCE, THEFT, VANDALISM, INSUFFICIENT POWER SOURCE, ALTERATIONS, FIRE, WATER OR OTHER CASUALTY, MALFUNCTIONS OF PARTS OR ATTACHMENTS NOT SUPPLIED BY MACHINE'S SPECIFICATIONS, OR MAINTENANCE REQUIRED DUE TO ABNORMAL TEMPERATURE CONDITIONS. When in MBS opinion, a shop reconditioning of equipments is necessary because normal repairs on the premises cannot keep a unit in satisfactory operating condition, MBS will submit a cost estimate of necessary repairs which will be in addition to the charges specified on the Agreement, if the customer does not authorize such work, MBS may terminate this Agreement and provide subsequent service only on a "C.O.D. per call" basis.

3. This Agreement may be canceled by either party at any time provided that written notice is received at least thirty days prior to desired cancellation date. Charges relative to this Agreement are not refundable either partially or fully. However, if cancellation is effected by MBS then payment based pro-ration on the unused portion of this agreement will be refunded.

4. In the event of cancellation by MBS, the Customer will be liable for all service performed on machine and/or supplies delivered during this contract period at standard retail rates of labor, parts and supplies.

5. The amounts of maintenance charge under this agreement will be increased by an amount equal to any applicable tax now or here after assessed, levied or imposed by any Federal, State or local authority on such charge or upon the services rendered or parts supplied pursuant here to including. any privilege or excise taxes based on gross revenues, but excluding taxes on net income.

6. If the equipment is moved from the location specified on the reverse side hereof, MBS may immediately cancel this Agreement by giving notice to Customer, or attach travel charges.

7. MBS will not be responsible for delays or inability's to service caused, directly or indirectly, by strikes, accidents, climatic conditions, or other reason of alike or dissimilar nature beyond its control. IN NO EVENT WILL MBS BE LIABLE FOR LOSS OR PROFITS OR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. NO ACTION RELATING TO OBLIGATIONS HERE UNDER MAY BE BROUGHT BY EITHER PARTY MORE THAN SIX MONTHS AFTER THE CAUSE OF ACTION HAS OCCURED. METRO BUSINESS LIABILITY IN CASE OF NON PERFORMANCE HERE UNDER WILL NOT EXCEED THE ANNUAL MAINTENANCE CHARGE SPECIFIED ON THE REVERSE SIDE HEREOF.

8. This Agreement is not assignable and may be canceled by MBS by written notice to Customer if the equipment is sold, leased or transferred by Customer to any other person.

9. Upon expiration this contract will be automatically renewed at MBS prevailing rate, unless canceled by the customer in advanced.

10. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no representations, either written or oral, will be of any force or effect unless set forth in this Agreement. No amendment or waiver of the terms of this Agreement may be made except in writing signed by both parties.

This Agreement will be governed by the laws of the State of California.



FOUNTAIN VALLEY SCHOOL DISTRICT

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

MEMORANDUM

TO: Anne Silavs, Assistant Superintendent, Instruction

FROM: Abby Wright, Director, Support Services

SUBJECT: Legal Services Provided by Best Best & Krieger LLP, Attorneys at Law

DATE: June 10, 2014 – for June 18, 2014 Board Meeting

BACKGROUND

Best Best & Krieger LLP, Attorneys at Law, will provide legal services to include, upon request, legal advice, consultation and representation relating to any and all aspects of the District's special educational concerns. The District shall agree to pay \$235 per hour for services rendered. Law Clerks and paralegals shall be billed at \$135.00 per hour. Fees shall not exceed \$35,000 total.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Retainer Agreement for Legal Services with Best Best & Krieger LLP, Attorneys at Law, July 1, 2014 through June 30, 2015 and authorize the Superintendent or designee to sign all documents.

sb



Indian Wells
(760) 568-2611

Los Angeles
(213) 617-8100

Ontario
(909) 989-8584

Riverside
(951) 686-1450

BEST BEST & KRIEGER
ATTORNEYS AT LAW

18101 Von Karman Avenue, Suite 1000, Irvine, CA 92612
Phone: (949) 263-2600 | Fax: (949) 260-0972 | www.bbklaw.com

Sacramento
(916) 325-4000

San Diego
(619) 525-1300

Walnut Creek
(925) 977-3300

Washington, DC
(202) 785-0600

Karen Van Dijk
(949) 263-6563
Karen.VanDijk@bbklaw.com

May 5, 2014

VIA FACSIMILE AND MAIL

Christine Fullerton
Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708

Re: Retainer Agreement with Best Best & Krieger LLP

Dear Ms. Fullerton:

ABOUT OUR REPRESENTATION

Best Best & Krieger LLP is pleased to represent the Fountain Valley School District ("FVSD" or "District"). Specifically, Best Best & Krieger LLP will be representing you in connection with various special education matters. This letter constitutes our agreement setting the terms of Best Best & Krieger LLP's representation of FVSD on special education matters that currently exist or that might arise in the future for which FVSD seeks representation by Best Best & Krieger LLP.

TERM

The term of representation shall be effective from July 1, 2014 through June 30, 2015. The Agreement can be extended for another year by mutual written agreement. However, at any time, with or without cause, FVSD shall have the right to terminate the Agreement by giving thirty (30) days written notice to Best Best & Krieger LLP.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

May 5, 2014
Page 2

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing your District. Similarly, the District's name will be included in our list of clients to ensure we comply with the Rules of Professional Conduct with respect to your agency. Based on our recent conflict check, we can represent your District, as there does not appear to be any conflicts that have been identified.

FEES AND BILLINGS

Best Best & Krieger LLP shall receive compensation for all legal services rendered by attorneys under this agreement at the rate of \$235.00 per hour. Law clerks and paralegals shall be billed at \$135.00 per hour. Reimbursement for costs advanced by Best Best & Krieger LLP on behalf of FVSD, as well as other specific expenses, will be billed in addition to the amount billed for fees. These fees do not include automobile mileage at the federal statutory rate, long distance telephone calls, photocopy charges, postage charges, and any costs of producing or reproducing photographs. There is no separate charge for secretarial or other administrative charges. Counsel's fees include all word processing, secretarial, and other office costs associated with the provision of legal services.

Best Best & Krieger LLP shall submit monthly statements to FVSD for all services provided and costs incurred pursuant to the terms of this Agreement. Said statements shall clearly set forth by date the type of work performed, the time spent on a task and the attorney performing the task.

INSURANCE

We understand that you are not now insured or have any insurance that may cover potential liability or attorney's fees in the matters that our office will be handling. If you think you may have such insurance, please notify me immediately.

We are also pleased to let you know that Best Best & Krieger LLP carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients time and money. By signing this letter, you will be confirming your approval of this practice in your case.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

May 5, 2014
Page 3

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring any case to you or your new counsel. By the same token, we reserve the right to terminate our services with you upon written notice, order of the court, or in accordance with our attached memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us on any matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

If you do not request the return of your files, we will retain your files for five years. After five years, we may have your files destroyed. If you would like your files maintained for more than five years or returned, you must make separate arrangements with us.

THANK YOU

On a personal note, we are pleased that you have selected Best Best & Krieger LLP to represent you. We look forward to a long and valued relationship with you and appreciate your confidence in selecting us to represent you in connection with special education matters. If you have any questions at any time about our services or billings, please do not hesitate to call me.

If this letter meets with your approval, please sign and date it, and return the original to us. We have enclosed a separate signed copy of this letter for your records.

Very truly yours,

Karen Van Dijk
BEST BEST & KRIEGER LLP

cc: Cathie Abdel
Sheila Blain

AGREED AND ACCEPTED:

By: _____
Christine Fullerton, Assistant Superintendent

Dated: _____

Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Marc Ecker, Superintendent
 FROM: Christine Fullerton, Assistant Superintendent, Business Services
 DATE: June 18, 2014
 SUBJECT: **APPROVE A REDUCTION TO THE CONTRACT WITH CHEVRON ENERGY SOLUTIONS IN THE AMOUNT OF \$2,345,199.26**

BACKGROUND

On April 16, 2014 the Board of Trustees approved a resolution to enter into an energy service contract with Chevron Energy Solutions Company in the amount of \$8,017,062. Funds from Proposition 39 - Clean Energy Act, along with anticipated savings on electric utility bills and rebates, were to be used to pay the energy service contract. At the time of the original contract approval final regulations and fund allocations for Proposition 39 were not available. Estimates were used based on the most up to date information at the time. Final regulations and allocations have been issued and require the District to make changes to the original contract with Chevron.

The first change is a result of the difference in estimated Proposition 39 funding and actual funds allocated. The original allocation estimate was \$2,043,500 over five years. Due to a change in the fund distribution method, the District's actual allocation is \$1,330,000 over those same five years. This requires that the scope of work be scaled back and air conditioning units on the portables will not be replaced at this time.

The second change is a result of the regulations for the award of contracts using Proposition 39 funds. In order to meet these regulations a portion of the work, HVAC, thermostats, and lighting replacement, have been removed from the Contract with Chevron Energy Solutions. The District issued Request for Proposals, and awarded contracts independently of the contract with Chevron.

These two changes have resulted in the following deductive change order to the contract with Chevron Energy Solutions:

Description	Amount of Change	Balance
Original Contract Amount		\$8,017,062
Deletion of air conditioning units in portables	(\$1,030,779)	\$6,985,283
HVAC & thermostat replacement	(\$488,795)	\$6,497,488
Energy savings lighting replacement	(\$825,625.26)	\$5,671,862.74

FISCAL IMPACT

A reduction of the \$8,017,062 contract with Chevron Energy Solutions; the amended contract will be in the amount of \$5,671,862.74.

RECOMMENDATION

It is recommended that the Board of Trustees approve a reduction to the contract with Chevron Energy Solutions in the amount of \$2,345,199.26

Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Joe Hastie, Facilities Supervisor
DATE: June 18, 2014
SUBJECT: **ACCEPT AND AWARD RFP #14-16 TO AIR-EX AIR CONDITIONING IN
THE AMOUNT OF \$488,795 FOR THE INSTALLATION OF ENERGY
SAVING HVAC AND THERMOSTAT REPLACEMENT**

BACKGROUND

The District issued a Request for Proposal (RFP) to solicit proposals from qualified Contractors to supply and install energy efficient HVAC and thermostats to be partially funded by the approved annual allocations under Proposition 39. The District received two proposals from qualified contractors. All proposals were reviewed by the District team and the final selection was awarded to the proposal which resulted in the best value. The determination of best value was based on the objective criteria of price, features, functions, and life-cycle costs.

FISCAL IMPACT

The scope of work outlined in the contract will be funded through the District's Proposition 39 – Clean Energy Act funding allocation.

RECOMMENDATION

It is recommended that the Board of Trustees accept and award RFP #14-16 to Air-Ex Air Conditioning in the amount of \$488,795 for the installation of energy saving HVAC and thermostat replacement.

Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Joe Hastie, Facilities Supervisor
DATE: June 18, 2014
SUBJECT: **ACCEPT AND AWARD RFP #14-17 TO RTS-RETRO-TECH SYSTEMS
IN THE AMOUNT OF \$825,625.26 FOR ENERGY SAVING LIGHTING
REPLACEMENT**

BACKGROUND

The District issued a Request for Proposal (RFP) to solicit proposals from qualified Contractors to supply and install upgraded energy efficient lighting to be partially funded by the approved annual allocations under Proposition 39. The District received one proposal from qualified contractors. All proposals were reviewed by the District team and the final selection was awarded to the proposal which resulted in the best value. The determination of best value was based on the objective criteria of price, features, functions, and life-cycle costs.

FISCAL IMPACT

The scope of work outlined in contract will be funded through the District's Proposition 39 – Clean Energy Act funding allocation.

RECOMMENDATION

It is recommended that the Board of Trustees approve, accept and award RFP #14-17 to RTS-Retro-Tech Systems in the amount of \$825,625.26 for energy saving lighting replacement.



FOUNTAIN VALLEY SCHOOL DISTRICT

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

MEMORANDUM

TO: Anne Silavs, Assistant Superintendent, Instruction

FROM: Cathie Abdel, Assistant Superintendent, Personnel

SUBJECT: Board Item – Special Education Settlement Agreement

DATE: June 9, 2014 for June 18, 2014 Board Meeting

BACKGROUND:

According to the Settlement Agreement signed on June 2, 2014, between Parent and the Fountain Valley School District, it was agreed to placement of student for the 2013-2014 school year and the 2014-2015 school year and 2014-2015 extended school year (ESY) shall be at Parent's expense at the private school, located in Cypress, CA. The Fountain Valley School District shall fund the Language and Speech Services not to exceed \$4,620. With the exception of the direct funding stated, family waives any right or claim against the District to any further reimbursement. Term of agreement is the 2013-2014 school year and the 2014-2015 school year thru August 30, 2015 or the end of the 2015 Extended School Year (ESY) whichever comes first. Amount not to exceed \$4,620.00.

RECOMMENDATION:

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

sb

Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Joe Hastie, Facilities Supervisor
DATE: June 18, 2014
SUBJECT: **PERMISSION TO BID INSTALLATION AND SITEWORK OF
RELOCATABLE CLASSROOM BUILDINGS AT FULTON MIDDLE
SCHOOL**

BACKGROUND

For some time Fulton Middle School has used two classroom buildings to house its P.E. locker rooms. As enrollment has grown with our boundary changes and school closure, these two classroom buildings can no longer accommodate the current number of students in need of changing facilities. The best alternative is to purchase and install two new relocatable buildings, one to house a boys' P.E. locker room and another to house a girls' P.E. locker room, similar to those in place at Masuda and Talbert Middle Schools. Preliminary sketches and building placement have been discussed with the school administration.

Soils report has been completed by Koury Engineering and the proposed site has been deemed viable for placement of the buildings. Building placement and design has been submitted to the Division of State Architect for review.

Trustees have previously approved the purchase of two relocatable buildings from Silvercreek Industries during the June 5th meeting. This bid would provide the installation and sitework for said buildings. Engineers estimate for this project is \$350,000 – Installation and Sitework.

FISCAL IMPACT

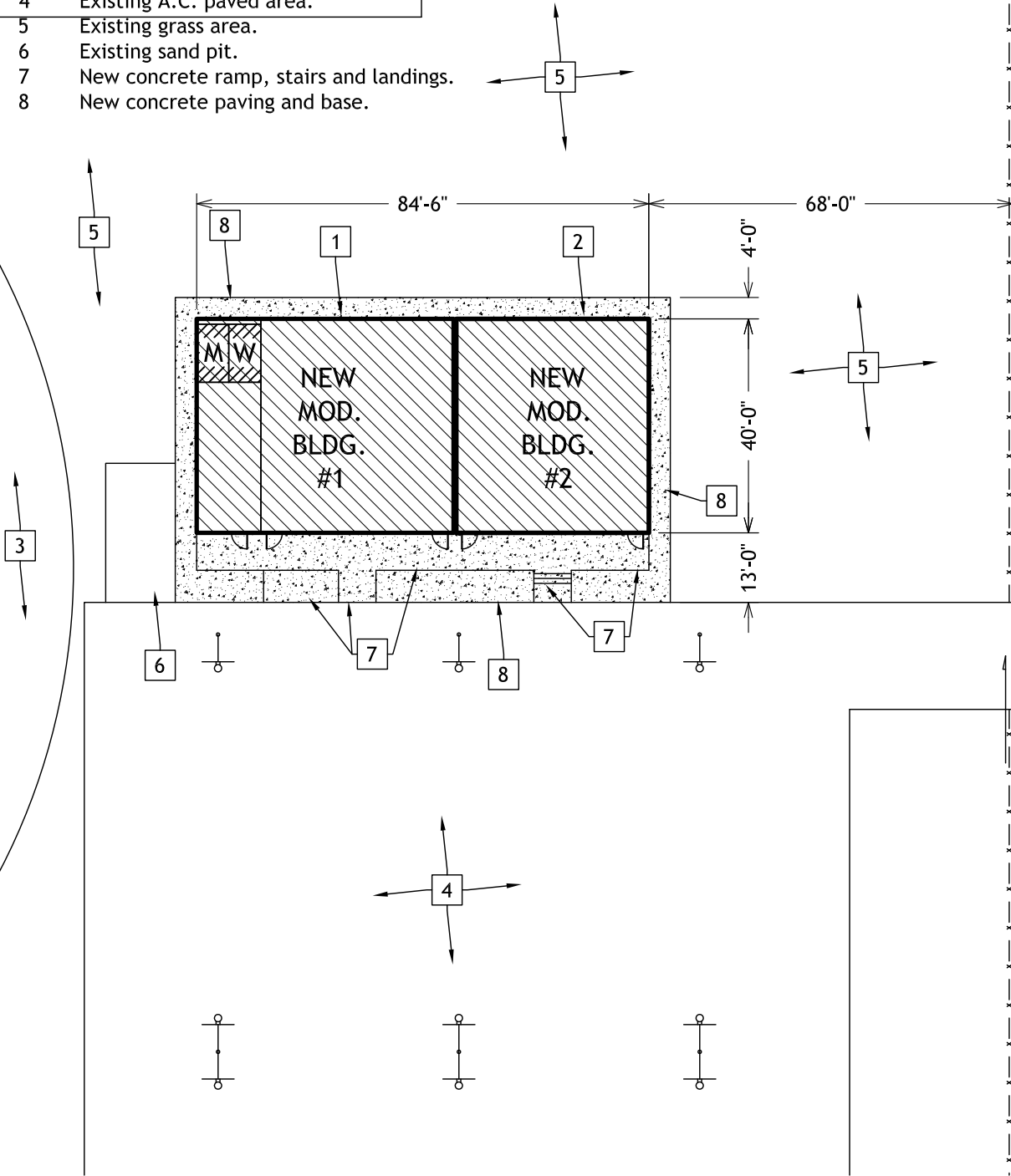
Funding for the buildings and installation would come from Fund 40. This expenditure will not impact the funds set aside by the board for investment.

RECOMMENDATION

Permission to bid Installation and Sitework for two relocatable classroom buildings at Fulton Middle School.

SITE NOTES :

- 1 New 1,920 sq. ft. modular building - locker room, work area and 2 staff restrooms.
- 2 New 1,440 sq. ft. modular building - locker room.
- 3 Existing dirt track.
- 4 Existing A.C. paved area.
- 5 Existing grass area.
- 6 Existing sand pit.
- 7 New concrete ramp, stairs and landings.
- 8 New concrete paving and base.



EL LAGO AVE.

PARTIAL SITE PLAN

SCALE: 1" = 30'





FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Ph.D., Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: *AGREEMENT BETWEEN FOLLETT DESTINY RESOURCE
MANAGEMENT SOLUTION AND FOUNTAIN VALLEY SCHOOL
DISTRICT*
DATE: June 12, 2014

BACKGROUND

The proposed Local Accountability Plan for Fountain Valley School District calls for enhanced library services to support student achievement. The current library circulation software is outdated and the platform is no longer compatible with our computer operating systems. Furthermore, the manufacturer is no longer providing technical support for the program.

In order to effectively meet the needs of our students and provide them with a quality library program, it is necessary for the District to upgrade to the Follett Destiny Library Software management system. This program runs on a private cloud-based system, allowing our students to browse for books and other resources via any browser on a smart phone, a tablet or a standard computer workstation. Additionally, as newer technologies such as e-books become more prevalent in schools, the District will be in better position to incorporate them within the library program.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement between Follett Destiny Resource Management Solution and Fountain Valley School District for the purchase and licensing of Follett's Destiny Resource Management Solution.



Follett School Solutions, Inc.
1340 Ridgeview Drive
McHenry, Illinois 60050
www.follett.com
Tel: 815-759-1700
Dir: 888-511-5114
Fax: 815-759-9831

June 12, 2014

Parham Sadegh
IT Supervisor
Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708

Dear Parham:

We are pleased to present the enclosed Agreement for the licensing and implementation of our **Destiny Resource Management Solution™**.

In order for us to ensure your implementation starts smoothly, please provide us with the information listed below. This will ensure your installation will occur when it is planned.

- An authorized representative of your District needs to sign page 4.
- Ensure that the data on **Schedule C** is accurate. Initial each modification to Schedule C (if any).
- Please fax or scan/email **ALL PAGES** of the signed document along with your **Purchase Order** to the attention of the sales representative listed below at the corresponding fax number/email address.

We look forward to a successful Destiny Resource Management implementation and we appreciate your decision to partner with Follett School Solutions, Inc.

We are confident that Destiny will streamline your business of education. If you have any questions, please feel free to contact me.

Sincerely,

Kristine Paul
Sales Consultant - Technology
Phone: 800-323-3397 Ext. 7912
Fax: 815-578-5112
kpaul@Follett.com



Agreement
Fountain Valley School District
Quote # 783993-4
Customer # 0414769
June 12, 2014

This Destiny Resource Management Agreement, which includes the attached Additional Terms, Statement of Work and schedules (collectively, "Agreement"), governs your purchase and licensing of Follett's Destiny Resource Management Solution™.

The prices and terms in this Agreement are **confidential**. They will be held open and valid until June 23, 2014.

Estimated sales tax is included in this Quote. However, you remain responsible for actual tax fees included in your Invoice, as required by law.

<i>Destiny Resource Management Solution Summary</i>	
List Price	\$48,199.01
Less Discount Credit	(\$28,762.51)
Customer Price	\$19,436.50
Tax	\$79.93
Estimated Shipping and Handling	\$8.74
Final Price	\$19,525.17
Software License	
<ul style="list-style-type: none"> ▪ Destiny Library Manager™ - Library Management Package for ten (10) location(s) <ul style="list-style-type: none"> ○ Alliance Plus ○ Universal Search ○ One Search ○ Online documentation and Help ○ Note: Library Manager is designed specifically as a Library management tool 	
Implementation Services	
* See Training Services within SOW for all training requirements	
<ul style="list-style-type: none"> ▪ Project Management: includes a central point of contact during the implementation of the Destiny Resource Management Solution, and a remote Planning Meeting. ▪ Centralized System Integration: includes remote installation and configuration of Destiny Resource Management software and initial data load. ▪ Technology Training: consists of live, instructor-led Web-based Destiny Resource Management technology training. For the most optimal learning experience, we recommend no more than twelve (12) participants. ▪ Library Manager Understanding Roles and Assigning Permissions: This interactive Webinar explains the Destiny user hierarchy and the importance of access levels and permissions as they relate to tasks users are able to perform in the software. Customers may have up to a maximum of twelve (12) participants. ▪ Library Manager On-Site Training: Conveniently delivered by one of our training experts at your location, this one-day instructor-led training session covers the fundamentals so that you can start using Destiny Library Manager immediately. Customers may have up to a maximum of twenty (20) participants. 	

<p>Digital Content Solutions</p> <ul style="list-style-type: none"> ▪ TitlePeek™ solution for ten (10) location(s) <p>Peripherals</p> <p><i>* Note that the Extended Maintenance Agreements must be purchased at the time of original hardware purchase</i></p> <p><i>* Prices reflect PN237 Promotion (Expires June 23, 2014)</i></p> <ul style="list-style-type: none"> ▪ One (1) Follett Wireless Scanner 7100™ (s) (includes manufacturers 1 year warranty) 	
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<p><i>Annual Licensing and Maintenance Costs After Year One*</i> <i>(starts in Year Two)</i></p> <p>Software License</p> <ul style="list-style-type: none"> ▪ Destiny Library Manager - Library Management Package for ten (10) location(s) <ul style="list-style-type: none"> ○ Alliance Plus ○ Universal Search ○ One Search ○ Online Documentation and Help ○ Note: Library Manager is designed specifically as a Library management tool ▪ District Technical Support includes: <ul style="list-style-type: none"> ○ Toll-free telephone technical support for designated Customer contacts ○ 24/7 customer Web Portal, with searchable online knowledge base ○ Unlimited E-mail support ○ On-Demand eLearnings ○ Product updates <p>Digital Content Solutions</p> <ul style="list-style-type: none"> ▪ TitlePeek solution for ten (10) location(s) 	
Total Annual Licensing and Maintenance Costs:	\$7,000.00

**You must have paid or pay for all prior years' Annual Licensing and Maintenance Costs and renew maintenance for all sites and Management Systems at the same time in order to receive maintenance and updates.*

Based on discussions with your district, your implementation is scheduled to be completed no later than **June 23, 2014**. Follett staff will work with your district to begin project planning to reach that implementation date. Because Follett plans our resource allocation based on projected installation requirements, we appreciate your collaboration in meeting this mutually agreed upon timeline.

By signing below, you represent that you have read the terms of this Agreement, including those on the following pages, understand and agree to such terms, and are duly authorized to sign on behalf of the School District.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as set forth below.

Follett School Solutions, Inc.

Fountain Valley School District

Signature: _____
Print Name: _____
Title: _____
Address: 1340 Ridgeview Drive
McHenry, IL 60050

Date: _____

Signature: _____
Print Name: _____
Title: _____
E-mail Address: _____
Address: _____

Date: _____

In order for us to ensure your implementation starts smoothly, please provide us with the information listed below. This will ensure your installation will occur when it is planned.

1. An authorized representative of your District needs to **sign above**.
2. Ensure that the data on **Schedule C** is accurate. Initial each modification to Schedule C (if any).
3. Please fax **ALL PAGES** of the signed agreement along with your **Purchase Order** as instructed on the cover letter.
4. Please include with your fax the **name and mailing address** of the person to whom Follett should return a copy of the fully executed agreement.

Additional Terms

1. **Nature of the Transaction.** Follett School Solutions, Inc. ("Follett") agrees to sell and license to the School District first named in this Agreement ("Customer"), and Customer agrees to purchase and license from Follett, the products and services listed in this Agreement (collectively referred to as the "Destiny Solution" or "Solution").

2. **License.** Upon completion of delivery and installation of the Solution, Customer will be licensed to use the Destiny™ software (the "Software") according to the Follett School Solutions, Inc. Product Licensing Terms incorporated into this Agreement by reference and available at http://www.follettsoftware.com/_files/fsc/file/cms/DestinyLicense.pdf. The Destiny Resource Management software is provided only under a user license and is not a transfer of any rights, title or interest in and to the Destiny software. Follett School Solutions shall remain the sole owner of all rights, title and interest, including copyrights, in and to the Destiny software. Access or use of certain additional or special features of Destiny, including but not limited to Universal Search, requires that Customer maintains current Follett School Solutions, Inc. support services.

3. **Services.** Software Implementation Support, Project Management and Software Maintenance and Support purchased under this Agreement are set forth in detail, including Customer's obligations in receiving the services, under the Statement of Work attached to and incorporated into this Agreement as Schedule A (the "SOW"). Customer will receive, at no additional cost, any corrections, enhancements, updates or other modifications to the Software to the extent they are made generally available to Follett's customers, provided Customer has continuously maintained and paid for Support and Maintenance or makes payment to become current on continuous Support and Maintenance.

4. **Delivery.** The Software and equipment purchased hereunder will be delivered within 30-60 days from the date of Customer's execution of this Agreement. Follett will arrange for packing, insurance, shipment and delivery to the location designated by Customer. Customer will be charged for the cost of shipping and the FOB point shall be the Customer's place of business.

5. **Payment.** Customer will make payments for the quoted price of the Solution according to the Payment Schedule in Schedule B attached to and incorporated into this Agreement.

6. **Additional Hardware and Software Required.** This Agreement does not include the cost or purchase of a central server and workstation hardware required for operating the Destiny™ Solution. Customer may need to obtain at its own expense Microsoft SQL Server. For information regarding these requirements, Customer may contact its Follett Sales Consultant.

7. **Limited Warranties.** Follett warrants, for the benefit of Customer only, that the third party equipment purchased under this Agreement will conform in all material respects to the specifications supplied by the manufacturer and shall be free of material defects. Follett's sole obligation and Customer's exclusive remedy for any defect or nonconformity in the equipment will be Follett's cooperation with Customer to provide it with the benefit of any warranty and support commitment of the third-party manufacturers and suppliers of the equipment. Follett warrants that the services provided under the attached SOW will be performed using generally accepted industry standards and practices and in compliance with all applicable state, federal, municipal or local educational institution codes. Follett's limited warranty covering the Software is set forth in the Follett School Solutions, Inc. Product Licensing Terms.

8. **DISCLAIMER OF WARRANTY.** THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, STATUTORY OR OTHERWISE). CUSTOMER ACKNOWLEDGES THAT FOLLETT IS NOT THE MANUFACTURER OF THE EQUIPMENT AND EXPRESSLY WAIVES ANY CLAIM AGAINST FOLLETT BASED UPON ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT WITH RESPECT TO ANY ITEM(S), ANY DEFECTS OR ANY NONCONFORMANCE OF THE THIRD PARTY EQUIPMENT WITH ITS SPECIFICATIONS, OR FOR ANY INDEMNITY AGAINST ANY CLAIM MADE BY ANY THIRD PARTY AGAINST CUSTOMER.

9. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FOLLETT, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF THE PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOLLETT'S TOTAL LIABILITY FOR ANY CLAIMS BROUGHT BY CUSTOMER REGARDING THE PRODUCTS AND SERVICES IS LIMITED TO THE AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER DURING THE TWELVE MONTHS PRECEDING CUSTOMER'S NOTICE OF THE CLAIM TO FOLLETT. THIS SECTION WILL NOT APPLY TO LIMIT FOLLETT'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

10. **Indemnification.** Follett agrees to indemnify, defend and hold harmless Customer and its officers, directors, employees, agents, attorneys and assigns, against any third party claims, demands, actions, arbitrations, losses and liabilities resulting from any injury, death or damage to property, caused by Follett's employees or subcontractors in performing the obligations under this Agreement. Follett shall maintain liability insurance sufficient to fulfill its obligations under this Section and shall submit proof of such insurance to Customer upon request. Such insurance may not be changed by Follett in a manner that would lessen the protection provided to Customer during the term of this Agreement without Customer's prior written consent.

11. **Publicity.** During the term of this Agreement, Follett and its affiliates shall have the right to use the customer name and profile in Follett's marketing materials in any media.

12. **Assignment.** This Agreement and the rights and obligations of the parties hereunder may not be assigned or otherwise transferred by either party without prior written consent from the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety as the result of a sale of all or substantially all of its assets, a merger, reorganization or spin-off, without having to obtain the other party's consent.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all other prior or present understandings, either verbal or written, regarding the subject matter. This Agreement may only be modified or amended in a writing executed by both parties. Any additional or contrary terms or conditions contained in any purchase order or other document issued by Customer shall be null and void unless expressly agreed to in a written modification or amendment to this Agreement.

Statement of Work

Schedule A

Any capitalized terms not defined in this Statement of Work (SOW) have the meanings given them in the Agreement.

Services

This SOW specifies the services (referred to herein interchangeably as “Services” or the “project”) to be provided under the Agreement beginning on or as soon as practical after the Effective Date. Follett will complete the Services according to the schedule below, unless otherwise agreed upon by the parties.

Overview

Follett School Solution’s Destiny Resource Management Solution will be specifically tailored with applicable components, among which are implementation services, data services, customized services, Digital Content Solutions, peripherals, additional training services and/or post-implementation services.

Application Software and Online Services

This SOW covers your Solution, including the following Destiny Resource Management Solution components:

- Destiny Library Manager

The Destiny Resource Management Solution provides a centralized database and application server to support the resource management needs of your district. The core of the solution consists of several applications and online service components for inventory management, including:

Application:

- Centralized database and application
- Cataloging
- Circulation
- Inventory
- Searching
- Reporting
- Off-line Circulation
- Online help
- Alliance Plus—Online access to a database of over 9 million high-quality MARC21 records
- One Search
- TitlePeek
- Z39.50 Client
- Z39.50 Server

Universal Search

The Universal Search interface is an optional cloud based interface to access all your digital and print materials.

Digital Content Solutions

Making Digital Content Work for You

Digital Content Solutions from Follett School Solutions, Inc. are critical tools for schools and districts who want to be at the forefront of digital learning. Follett provides only the best content from the top educational providers and gives you the tools to manage that content. This ensures that all content is being used effectively to create active, personalized learning experiences for students—and helps you discover the potential for learning that digital content provides.

Alliance Plus®

Alliance Plus offers 24/7 access to more than 9 million high-quality MARC records for print materials. The database is continuously updated with new records, allowing your district to quickly and easily keep your catalog up-to-date with local holdings as well as improve search results for your users with the addition of reading and interest levels, subject headings, summary and content notes, and review sources.

One Search™ Solution

One Search is a federated search tool that allows your students and staff to search resources simultaneously with a single search, including content from paid and free online research databases that may be available in your library (such as ProQuest, EBSCO or Gale Group) and Destiny. By presenting a single, familiar interface for searching these data sources, your students will find the information they need quickly and effectively, and usage of your valuable research databases will be improved.

TitlePeek™ Solution

TitlePeek enhances the patron searching experience by providing content enrichment services to titles in the library collection. Content includes cover photos, title profiles, table of contents, brief summaries, author notes, first chapter or excerpts, and published reviews.

Implementation Services

Project Management

Follett will provide project management services in accordance with industry standard techniques. The Follett Project Manager is your district's central point of contact during the implementation of the Destiny Resource Management Solution, to guide and oversee the entire implementation.

Your Project Manager focuses on the following objectives:

- Facilitation of all project planning activities

- Creation of a Project Plan that is developed and agreed to in writing by both you and Follett
- Coordination of all internal resources to ensure that timelines and deadlines are met
- Successful completion of the project and written customer Acknowledgement of Delivery of the Destiny Resource Management Solution

Additionally, The Project Manager will coordinate the efforts of the various internal resources to ensure that timelines and deadlines are met. The Project Manager guides the project from the time of purchase commitment through the Acknowledgement of Delivery.

Follett Project Manager Responsibilities:

- Facilitate all project planning activities
- Create a detailed Project Plan
- Manage the Project Plan to ensure that deadlines are met, and mitigate whenever plan objectives are at risk
- Maintain project documentation and provide periodic status reports
- Work with your district's primary point of contact to resolve any issues that develop during the project
- Ensure communication between the Implementation Team and your district
- Transition your district to our Customer Service team within the agreed upon period, not to exceed 60 days of receipt of Acknowledgement of Delivery letter

Customer Responsibilities:

- Assign a single Customer point of contact to work directly with the Project Manager.
- Participate in the Project Planning Meeting with Follett—Customer project stakeholders must attend.
- Provide a list of sites that will use the Destiny Resource Management Solution under the Destiny Resource Management Agreement. This must be documented in Schedule C of this Agreement.
- Meet commitments as agreed upon in the Project Plan. If deadlines are not met, the overall Project Plan may need to be modified to compensate for changes. Should Customer not meet a commitment set forth in the agreed Project Plan, Follett cannot guarantee that the original timelines can be kept. Any changes to the agreed upon Plan must be evidenced in writing signed by the parties.
- Participate in conference calls as needed.
- Confirm three weeks before installation that all hardware (servers and WAN) is installed and ready for installation. Customer will be responsible for compensating Follett for any expenses incurred due to your district's failure to meet hardware installation requirements that delay or cancel the installation.

Destiny Library Manager Data Services

Library Data Services Not Included in Agreement

You have elected not to include Follett data services in this Agreement. Therefore you are wholly responsible for results created by data loaded into your Destiny Library Manager Solution. Follett cannot be held responsible for the costs associated with correcting any issues related to data not processed by Follett.

Please be aware of the following notes regarding importing data into Destiny:

- Destiny Library Manager uses a set of matching rules when importing data into the database. You will need to review these rules prior to data import. Your Project Manager can assist with any questions you may have regarding data import.
- The Follett/Sagebrush data extraction utilities and import process does not automatically contain data cleanup or enhancement services. These services are available if purchased as part of this Agreement.

Training Services

Training should be scheduled within 30 days, and completed within 90 days, of the signed Acknowledgement of Delivery (AOD). If Training is not completed within 90 days of the signed AOD, Follett is not obligated to complete the training, but may do so depending upon the circumstances. If your district elects to receive training at a later date, you may be charged up to current market prices. Customers are not permitted to videotape or record in any way Follett delivered services or training events.

Library Manager Understanding Roles and Assigning Permissions

This interactive Webinar explains the Destiny user hierarchy and the importance of access levels and permissions as they relate to tasks users are able to perform in the software. Activities in this session include setting up user logins and passwords for functional training attendees. Customers may have up to a maximum of twelve (12) participants.

Library Manager On-Site Training – 1 Day

This one-day instructor-led training session covers the fundamentals so that you can start using Destiny Library Manager immediately. Delivered by a certified trainer and geared toward staff members who perform supporting functions in school libraries and media centers, this condensed course covers topics ranging from logging on and navigating the system to circulation and cataloging basics.

Customers may have up to a maximum of twenty (20) participants. Attendees who participate in this training will be authorized to contact Follett's toll-free technical support hotline for help.

Additional Training Services

Destiny Training

Additional training content can be purchased and delivered at the time of implementation or later. Additional training sessions will provide each librarian, textbook coordinator or asset manager in your district with complementary skills to maximize use of your Destiny Resource Management Solution. The format is hands-on, with the number of attendees per session based on the options selected.

On-Demand eLearning

On-Demand eLearning offers access to our extensive online library of training modules. This training will allow Destiny users to maximize use of the Destiny Resource Management Solution by providing access to training whenever and wherever needed.

Access to our On-Demand eLearning is included in the cost for Year 1; ongoing access is enabled by subscribing to “Annual Licensing and Maintenance” for subsequent years.

System Integration Services

Centralized System Integration

Follett will ensure that the Destiny Resource Management Solution is optimally integrated into your district's technology infrastructure during the project implementation. The service includes:

- Installation and integration of the software components of the Destiny Resource Management Solution into your configured application and database servers.
- Configuration changes to all Destiny Resource Management Solution servers as required.
- For customers not previously using Follett products, the Follett Implementation Specialist will load any converted data that Follett has processed into Destiny during Centralized System Integration.
- During your scheduled planning meeting with a project manager, it will be determined based on the needs of the district to have these services. If your district elects to accept these services, they must be completed within 30 days of your implementation. If your district elects to decline during the implementation and elects to receive services at a later date, you may be charged up to current market prices.
 - Configuration to support the transfer of patron personal data and (if applicable) class schedule data from your existing Student Information System (SIS).
 - Prior to installation, the Follett Implementation Specialist will work with you to determine if your district can produce a centralized extract of patron data.
 - Follett will use a sample extract to write a customized script to transform and import that data into Destiny.
 - Your district is solely responsible for creating and maintaining an extract of patron data from your SIS.
 - In order to avoid potential problems, any changes to the format of the data extract should be coordinated with Follett Technical Support prior to implementing the change in your production environment.
 - For existing users of Follett products taking advantage of the extraction utility, the Follett Implementation Specialist will load extraction files into Destiny. During the migration to Destiny, the customer will be responsible for running the data extraction utility at each campus prior to Centralized System Integration.

There are some services that Follett will not perform for your district:

- Follett will not install any server hardware. All servers must be up and running prior to Centralized System Integration.
- Follett will not install an operating system from scratch for your district. However Follett will configure an operating system to integrate Destiny into your infrastructure, as needed.
- Follett will not configure your networking infrastructure. Your entire district-networking infrastructure must be up and running prior to Centralized System Integration. This includes the server operating systems, SQL Server, as well as all routers and Wide Area Network links.

All work will be performed at a district technology office, or remotely via Windows Terminal Services. No school visits are included within the scope of this Agreement. However, during the Centralized System Integration the Follett Implementation Specialist will illustrate district technology staff workstation configurations that support Destiny.

Technology Training: During the Centralized System Integration, the Follett Implementation Specialist will deliver in-depth technical training for your district technology staff. This training will be conducted after the solution has been integrated into your infrastructure. Topics include the technical architecture of Destiny, backup/restore, performance monitoring and tuning, patron updates, desktop rollout, etc.

For the most optimal learning experience, we recommend no more than twelve (12) participants. Attendees who participate in this training will be authorized to contact Follett's toll-free technical support hotline for help.

If this training is delivered with remote, Web-based conferencing tools, high-speed Internet access is required. For best results, your district should select a quiet room with a quality conference telephone.

For Asset Manager, Media Manager and Textbook Manager, implementations consisting of 25 or more school locations have the option for the Centralized System Integration and Technology Training to be held on site.

Post Implementation Support Services

District Technical Support

District Technical Support is included with your Destiny Service Agreement, and features the following services:

- Software updates during the year
- Alliance Plus—Online access to a database of over 9 million high-quality MARC21 records
- One Search
- TitlePeek
- Toll-free telephone technical support for designated Customer contacts
- 24/7 customer Web Portal, with searchable online knowledge base
- Unlimited E-mail support
- On-Demand eLearnings

Note: Follett will only provide support for the current and one prior release of software. Follett will only provide support to the extent that the applicable Management product is utilized as licensed. Any use beyond the intended use of the product, as outlined in the Statement of Work, may result in cancellation of Support.

Telephone support for issue resolution

Your designated Customer contacts will have access to Follett's staff of product and technical experts via a toll-free number from 6 a.m. to 6 p.m. Central Time, Monday through Friday. The expectation is that the designated contacts are the point of contact for all end users within the district. Follett will not provide technical support to Customer staff members that have not been designated by the Customer.

Customer Requirements:

- Only the designated Customer contacts may contact Follett Technical Support.
- Unless trained by Follett personnel, site-based staff must contact a designated representative within your district for support.

Customer Web Portal

Follett has a Web-Based support portal, which is available 24/7 to all customers with a current support Agreement. It includes:

- Keyword searchable knowledge base containing articles written by product and system experts
- User guides and manuals
- User groups/online discussion groups
- Electronic newsletters
- Frequently Asked Questions (FAQs)

Email support

Technical support is available to your district via email at any time. You can use this method of support for issues that do not require immediate assistance.

On-Demand eLearning

On-Demand eLearning offers access to our extensive online library of training modules. This training will allow Destiny users to maximize use of the Destiny Resource Management Solution by providing access to training whenever and wherever needed. Access to our On-Demand eLearning is included in the cost for Year 1; ongoing access is enabled by subscribing to "Annual Licensing and Maintenance" for subsequent years.

Wireless Technical Support Agreement

Included with the purchase of your Follett Wireless Scanner 7100, Follett will provide each customer with Technical Support to assist with application and configuration questions. This support includes access to our technical support specialists via a toll-free number or e-mail as well as 24-hour access to our customer Web Portal. The Web site offers a variety of resources including a searchable knowledge base and user guides.

The Follett Wireless Scanner 7100 will work with your existing wireless 802.11 b/g network. However, Follett will not provide diagnostic support for a customer's existing wireless network or any devices that reside on that network.

Payment Schedule

Schedule B

Customer agrees to make the following payments related to the purchase outlined in this Destiny Resource Management Agreement.

Description	Amount	Due Date
Initial Costs	\$19,436.50	Net 30 days after acknowledgement of delivery
Shipping & Handling	\$8.74	Net 30 days after acknowledgement of delivery
Tax	\$79.93	Net 30 days after acknowledgement of delivery
Total	\$19,525.17	

1. Total includes purchase price, estimated shipping and handling, and any applicable interest.
2. All fees due under this Agreement are payable in US Dollars only.
3. Estimated sales tax is included in the Schedule B of this Agreement. However, you remain responsible for actual tax fees included in your Invoice, as required by law.

Licensed School Sites*

Schedule C

*Note: Licenses are transferable.

School or Site Name	Product Type (check all that apply)	Data Service	Digital Content Subscriptions
1) HARRY C FULTON MDL SCH 0403642 FLR: L0414769.000	Destiny Products: <input checked="" type="checkbox"/> Library Manager <input type="checkbox"/> Textbook Manager <input type="checkbox"/> Media Manager <input type="checkbox"/> Asset Manager FollettShelf Products: <input type="checkbox"/> District Manager <input type="checkbox"/> Classroom Connection	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Alliance A/V <input type="checkbox"/> Fountas & Pinnell <input type="checkbox"/> Lexile <input type="checkbox"/> Reading Program – AR/RC <input type="checkbox"/> Standards <input checked="" type="checkbox"/> TitlePeek <input type="checkbox"/> WebPath Express <input type="checkbox"/> ABC-CLIO <input type="checkbox"/> ABDO <input type="checkbox"/> A.D.A.M. <input type="checkbox"/> CountryReports <input type="checkbox"/> Soundzabound <input type="checkbox"/> Teachingbooks.net
2) HISAMATSU TAMURA ELEM SCH 0414770 FLR: L0414769.000	Destiny Products: <input checked="" type="checkbox"/> Library Manager <input type="checkbox"/> Textbook Manager <input type="checkbox"/> Media Manager <input type="checkbox"/> Asset Manager FollettShelf Products: <input type="checkbox"/> District Manager <input type="checkbox"/> Classroom Connection	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Alliance A/V <input type="checkbox"/> Fountas & Pinnell <input type="checkbox"/> Lexile <input type="checkbox"/> Reading Program – AR/RC <input type="checkbox"/> Standards <input checked="" type="checkbox"/> TitlePeek <input type="checkbox"/> WebPath Express <input type="checkbox"/> ABC-CLIO

			<input type="checkbox"/> ABDO <input type="checkbox"/> A.D.A.M. <input type="checkbox"/> CountryReports <input type="checkbox"/> Soundzabound <input type="checkbox"/> Teachingbooks.net
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3) ISOJIRO OKA ELEM SCH
0403643 | FLR: L0414769.000

Destiny Products:

- Library Manager
- Textbook Manager
- Media Manager
- Asset Manager

FollettShelf Products:

- District Manager
- Classroom Connection

- Alliance A/V
- Fountas & Pinnell
- Lexile
- Reading Program – AR/RC
- Standards
- TitlePeek
- WebPath Express
- ABC-CLIO
- ABDO
- A.D.A.M.
- CountryReports
- Soundzabound
- Teachingbooks.net

4) JAMES H COX ELEM SCH
0403644 | FLR: L0414769.000

Destiny Products:

- Library Manager
- Textbook Manager
- Media Manager
- Asset Manager

FollettShelf Products:

- District Manager
- Classroom Connection

- Alliance A/V
- Fountas & Pinnell
- Lexile
- Reading Program – AR/RC
- Standards
- TitlePeek
- WebPath Express

			<input type="checkbox"/> ABC-CLIO <input type="checkbox"/> ABDO <input type="checkbox"/> A.D.A.M. <input type="checkbox"/> CountryReports <input type="checkbox"/> Soundzabound <input type="checkbox"/> Teachingbooks.net
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5) **KAZUO MASUDA MDL SCH**
0406804 | FLR: L0414769.000

Destiny Products:

- Library Manager
- Textbook Manager
- Media Manager
- Asset Manager

FollettShelf Products:

- District Manager
- Classroom Connection

- Alliance A/V
- Fountas & Pinnell
- Lexile
- Reading Program – AR/RC
- Standards
- TitlePeek
- WebPath Express
- ABC-CLIO
- ABDO
- A.D.A.M.
- CountryReports
- Soundzabound
- Teachingbooks.net

6) **ROBERT GISLER ELEM SCH**
0403645 | FLR: L0414769.000

Destiny Products:

- Library Manager
- Textbook Manager
- Media Manager
- Asset Manager

FollettShelf Products:

- District Manager

- Alliance A/V
- Fountas & Pinnell
- Lexile
- Reading Program – AR/RC
- Standards
- TitlePeek

	<input type="checkbox"/> Classroom Connection		<input type="checkbox"/> WebPath Express <input type="checkbox"/> ABC-CLIO <input type="checkbox"/> ABDO <input type="checkbox"/> A.D.A.M. <input type="checkbox"/> CountryReports <input type="checkbox"/> Soundzabound <input type="checkbox"/> Teachingbooks.net
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7) ROCH COURREGES ELEM SCH
0403646 | FLR: L0414769.000

Destiny Products:

- Library Manager
- Textbook Manager
- Media Manager
- Asset Manager

FollettShelf Products:

- District Manager
- Classroom Connection

- Alliance A/V
- Fountas & Pinnell
- Lexile
- Reading Program – AR/RC
- Standards
- TitlePeek
- WebPath Express
- ABC-CLIO
- ABDO
- A.D.A.M.
- CountryReports
- Soundzabound
- Teachingbooks.net

8) SAMUEL E TALBERT MDL SCH
0403647 | FLR: L0414769.000

Destiny Products:

- Library Manager
- Textbook Manager
- Media Manager
- Asset Manager

FollettShelf Products:

- Alliance A/V
- Fountas & Pinnell
- Lexile
- Reading Program – AR/RC
- Standards

	<input type="checkbox"/> District Manager <input type="checkbox"/> Classroom Connection		<input checked="" type="checkbox"/> TitlePeek <input type="checkbox"/> WebPath Express <input type="checkbox"/> ABC-CLIO <input type="checkbox"/> ABDO <input type="checkbox"/> A.D.A.M. <input type="checkbox"/> CountryReports <input type="checkbox"/> Soundzabound <input type="checkbox"/> Teachingbooks.net
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9) **URBAIN PLAVAN ELEM SCH**
0414761 | FLR: L0414769.000

Destiny Products:

- Library Manager
- Textbook Manager
- Media Manager
- Asset Manager

FollettShelf Products:

- District Manager
- Classroom Connection

- Alliance A/V
- Fountas & Pinnell
- Lexile
- Reading Program – AR/RC
- Standards

- TitlePeek
- WebPath Express
- ABC-CLIO
- ABDO
- A.D.A.M.
- CountryReports
- Soundzabound
- Teachingbooks.net

10) **WILLIAM T NEWLAND ELEM SCH**
0420930 | FLR: L0414769.000

Destiny Products:

- Library Manager
- Textbook Manager
- Media Manager
- Asset Manager

- Alliance A/V
- Fountas & Pinnell
- Lexile
- Reading Program – AR/RC
- Standards

FollettShelf Products:

- District Manager
- Classroom Connection

- Standards
- TitlePeek
- WebPath Express
- ABC-CLIO
- ABDO
- A.D.A.M.
- CountryReports
- Soundzabound
- Teachingbooks.net

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: May 23, 2014
Subject: **Non-Public School Contracts**

Board Meeting Date: June 18, 2014

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
850094-2986	Speech & Language Development Center	5,581.00	May 27, 2014 to June 30, 2014

Approved by the FVSD Board of Trustees
June 18, 2014

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: 05-23-14 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Speech & Language Development Center
 Pupil Name: 850094-2986 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: Lerning Handicapped or Severely Handicapped
2. The class size for the pupil will not exceed _____, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be _____ per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

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

Number of days 18 x Per Diem 135.50 TOTAL BASIC EDUCATION COSTS 2,439.00

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Language/Speech Therapy	NPS	60.00 Minutes	81.50	18.00	1,467.00
3x30min/wk					
2. One-on-One Aide	NPS	60.00 Minutes	14.00	108.00	1,512.00
1x360min/day					
3. Occupational Therapy	NPS	60.00 Minutes	81.50	2.00	163.00
1x60min/mo					

Maximum Total Related Services Costs (B) 3,142.00

Maximum Total Basic Education and Related Services Costs (A + B) 5,581.00

Maximum Per Diem for Basic Education 135.50

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: May 27, 2014
and terminates on 5:00 p.m. on: June 30, 2014
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Speech & Language Development Center
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature) Date

(Type Name and Title)

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

8699 Holder, Buena Park, CA 90620
(Address)

714-821-3620 714-821-5683
(Telephone Number) (FAX Number)

95-2162129
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON

Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Joe Hastie, Facilities Supervisor
DATE: June 18, 2014
SUBJECT: **PERMISSION TO BID INSTALLATION AND SITEWORK OF
RELOCATABLE CLASSROOM BUILDINGS AT FULTON MIDDLE
SCHOOL**

BACKGROUND

For some time Fulton Middle School has used two classroom buildings to house its P.E. locker rooms. As enrollment has grown with our boundary changes and school closure, these two classroom buildings can no longer accommodate the current number of students in need of changing facilities. The best alternative is to purchase and install two new relocatable buildings, one to house a boys' P.E. locker room and another to house a girls' P.E. locker room, similar to those in place at Masuda and Talbert Middle Schools. Preliminary sketches and building placement have been discussed with the school administration.

Soils report has been completed by Koury Engineering and the proposed site has been deemed viable for placement of the buildings. Building placement and design has been submitted to the Division of State Architect for review.

Trustees have previously approved the purchase of two relocatable buildings from Silvercreek Industries during the June 5th meeting. This bid would provide the installation and sitework for said buildings. Engineers estimate for this project is \$350,000 – Installation and Sitework.

FISCAL IMPACT

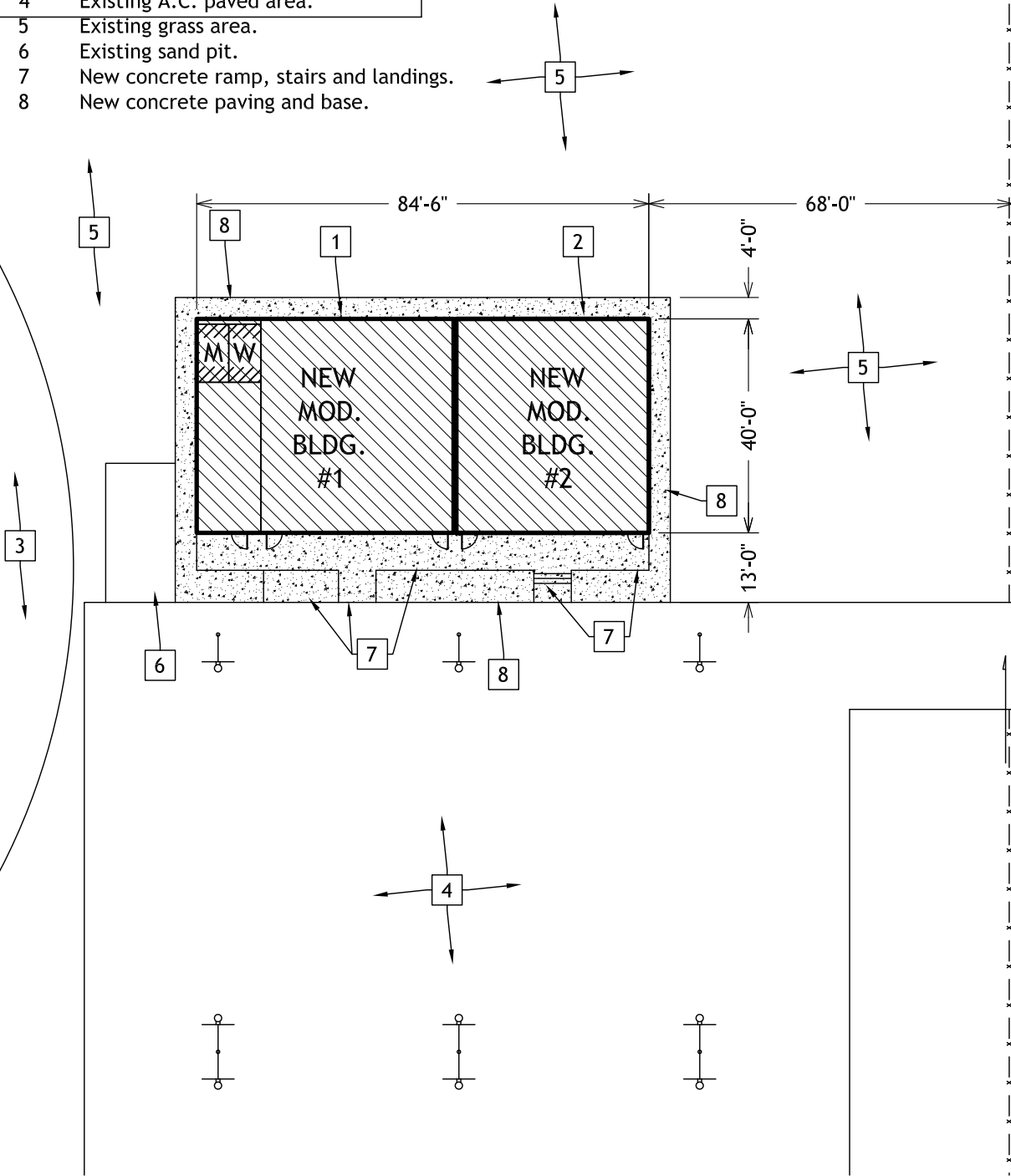
Funding for the buildings and installation would come from Fund 40. This expenditure will not impact the funds set aside by the board for investment.

RECOMMENDATION

Permission to bid Installation and Sitework for two relocatable classroom buildings at Fulton Middle School.

SITE NOTES :

- 1 New 1,920 sq. ft. modular building - locker room, work area and 2 staff restrooms.
- 2 New 1,440 sq. ft. modular building - locker room.
- 3 Existing dirt track.
- 4 Existing A.C. paved area.
- 5 Existing grass area.
- 6 Existing sand pit.
- 7 New concrete ramp, stairs and landings.
- 8 New concrete paving and base.



EL LAGO AVE.

PARTIAL SITE PLAN

SCALE: 1" = 30'



2014/2015

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: May 22, 2014
Subject: **Non-Public Agency Contracts**

Board Meeting Date: June 18, 2014

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

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
280431-2835	Behavior Solutions, Inc.	30,000.00	2014-07-01 to 2015-06-30
714987-2836	Cornerstone Therapies	3,400.00	2014-07-01 to 2015-06-30
215809-2837	Cornerstone Therapies	300.00	2014-07-01 to 2015-06-30
848471-2838	Cornerstone Therapies	3,700.00	2014-07-01 to 2015-06-30
800910-2839	Cornerstone Therapies	200.00	2014-07-01 to 2015-06-30
756126-2840	Cornerstone Therapies	1,900.00	2014-07-01 to 2015-06-30
873811-2841	Cornerstone Therapies	5,500.00	2014-07-01 to 2015-06-30

Approved by the FVSD Board of Trustees
June 18, 2014

Marc Ecker, Ph.D.
Superintendent

2014/2015

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: May 22, 2014
Subject: **Non-Public Agency Contracts**

Board Meeting Date: June 18, 2014

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
194632-2842	Cornerstone Therapies	1,000.00	2014-07-01 to 2015-06-30
192151-2843	Sandra Shigetomi-Toyama, M.S., CCC-SLP	3,080.00	2014-07-01 to 2015-06-30
367538-2845	Cornerstone Therapies	7,200.00	2014-07-01 to 2015-06-30
331241-2846	Cornerstone Therapies	300.00	2014-07-01 to 2015-06-30
706384-2847	Cornerstone Therapies	300.00	2014-07-01 to 2015-06-30
1109182-2849	Cornerstone Therapies	4,000.00	2014-07-01 to 2015-06-30
191474-2850	Cornerstone Therapies	8,000.00	2014-07-01 to 2015-06-30

Approved by the FVSD Board of Trustees
June 18, 2014

Marc Ecker, Ph.D.
Superintendent

2014/2015

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: May 22, 2014
Subject: **Non-Public Agency Contracts**

Board Meeting Date: June 18, 2014

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
1048675-2851	Cornerstone Therapies	3,400.00	2014-07-01 to 2015-06-30
277152-2852	Cornerstone Therapies	1,000.00	2014-07-01 to 2015-06-30
194608-2853	Speech and Language Pathology Services	9,020.00	2014-07-01 to 2015-06-30
709751-2854	Cornerstone Therapies	300.00	2014-07-01 to 2015-06-30
979817-2855	Cornerstone Therapies	7,100.00	2014-07-01 to 2015-06-30

Approved by the FVSD Board of Trustees
June 18, 2014

Marc Ecker, Ph.D.
Superintendent

2014/2015

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: May 22, 2014
Subject: **Non-Public School Contracts**

Board Meeting Date: June 18, 2014

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
850094-2834	Del Sol School	52,945.00	2014-07-01 to 2015-06-30
192150-2844	Speech & Language Development Center	62,219.00	2014-07-01 to 2015-06-30
324571-2848	Approach Learning and Assessment Centers, Inc. dba Olive Crest Academy	47,025.00	2014-07-01 to 2015-06-30

Approved by the FVSD Board of Trustees
June 18, 2014

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: 05-21-14 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Del Sol School
 Pupil Name: 850094-2834 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	1,230.00	46,125.00
6hrs/day					
3. Language and Speech Therapy	NPS	60.00 Minutes	110.00	62.00	6,820.00
3x30min/wk					

Maximum Total Related Services Costs (B) 52,945.00

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.)

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Other Provisions (attachments as necessary): _____

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

This contract is effective on: 2014-07-01
and terminates on 5:00 p.m. on: 2015-06-30
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.)

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Date: 05-21-14 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Behavior Solutions, Inc.
 Pupil Name: 280431-2835 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: Multiple Subject, Learning Handicapped, Severely Handicapped
- 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. Behavior Intervention Services	NPA	180.00 Minutes	250.00	120.00	30,000.00
2x90min/wk					

Maximum Total Related Services Costs (B) 30,000.00

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.)

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Other Provisions (attachments as necessary): _____

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

This contract is effective on: 2014-07-01
and terminates on 5:00 p.m. on: 2015-06-30
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Behavior Solutions, Inc.
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature) Date

(Type Name and Title)

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

25795 Via Lomas #190, Laguna Hills, CA 92653
(Address)

949-460-6184 949-448-8393
(Telephone Number) (FAX Number)

33-0752909
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON _____

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

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Date: 05-21-14 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Cornerstone Therapies
 Pupil Name: 714987-2836 DOB _____
 Last, First Middle : _____
 Address: _____
 Street _____
 Sex: _____ Grade: _____ Residential Setting (Indicate Home, Foster, JCS or LCI): Home
 (K - 8 or 9 - 12) If LCI, indicate number: _____

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

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

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

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS
----------------	------------	-----------------------------

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Clinic	NPA	60.00 Minutes	85.00	40.00	3,400.00
1x60min/wk					

Maximum Total Related Services Costs (B) 3,400.00

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
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Other Provisions (attachments as necessary): _____

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and terminates on 5:00 p.m. on: 2015-06-30
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 _____

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

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

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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 _____

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Date: 05-21-14 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Cornerstone Therapies

Pupil Name: 848471-2838 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 - Clinic	NPA	60.00 Minutes	85.00	40.00	3,400.00
1x60min/wk					
2. Physical Therapy - Consultation	NPA	60.00 Minutes	100.00	3.00	300.00
3x60min/yr					

Maximum Total Related Services Costs (B) 3,700.00

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

Maximum Per Diem for Basic Education _____

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Other Provisions (attachments as necessary): _____

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and terminates on 5:00 p.m. on: 2015-06-30
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 _____

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

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-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
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33-0921156
(Federal I.D. or Social Security Number)

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Date: 05-21-14 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Cornerstone Therapies
 Pupil Name: 756126-2840 DOB _____
 Last, First Middle _____ : _____
 Address: _____
 Street _____
 Sex: _____ Grade: _____ Residential Setting (Indicate Home, Foster, JCS or LCI): Home
 (K - 8 or 9 - 12) If LCI, indicate number: _____

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

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
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4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

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

Number of days x Per Diem TOTAL BASIC EDUCATION COSTS

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Clinic	NPA	60.00 Minutes	85.00	20.00	1,700.00
1x30min/wk					
2. Physical Therapy - Consultation	NPA	60.00 Minutes	100.00	2.00	200.00
2x60min/yr					

Maximum Total Related Services Costs (B) 1,900.00

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.)

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and terminates on 5:00 p.m. on: 2015-06-30
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature) Date

(Type Name and Title)

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

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648
(Address)

714-962-6760 714-962-5961
(Telephone Number) (FAX Number)

33-0921156
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON _____

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

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

Date: 05-21-14 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Cornerstone Therapies

Pupil Name: 873811-2841 DOB _____
 Last, First Middle :

Address: _____
 Street

Sex: _____ Grade: _____ Residential Setting (Indicate Home, Foster, JCS or LCI): Home
 (K - 8 or 9 - 12) If LCI, indicate number:

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

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

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

Number of days x Per Diem TOTAL BASIC EDUCATION COSTS

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Clinic	NPA	60.00 Minutes	85.00	60.00	5,100.00
3x30min/wk					
2. Physical Therapy - Consultation	NPA	60.00 Minutes	100.00	4.00	400.00
4x60min/yr					

Maximum Total Related Services Costs (B) 5,500.00

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: 2014-07-01
and terminates on 5:00 p.m. on: 2015-06-30
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature) Date

(Type Name and Title)

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

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648
(Address)

714-962-6760 714-962-5961
(Telephone Number) (FAX Number)

33-0921156
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON _____

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

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

Date: 05-21-14 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Cornerstone Therapies
 Pupil Name: 194632-2842 DOB _____
 Last, First Middle _____ : _____
 Address: _____
 Street _____
 Sex: _____ Grade: _____ Residential Setting (Indicate Home, Foster, JCS or LCI): Home
 (K - 8 or 9 - 12) If LCI, indicate number: _____

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

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

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

Number of days x Per Diem TOTAL BASIC EDUCATION COSTS

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Consultation	NPA	60.00 Minutes	100.00	5.00	500.00
5x60min/yr					
2. Occupational Therapy - Consultation	NPA	60.00 Minutes	100.00	5.00	500.00
5x60min/yr					

Maximum Total Related Services Costs (B) 1,000.00

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: 2014-07-01
and terminates on 5:00 p.m. on: 2015-06-30
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 _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of June, 20 14, by and between Sandra Shigetomi-Toyama, M.S., CCC-SLP hereinafter referred to as "Independent Contractor" and Fountain Valley School District, hereinafter referred to as "District."

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

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

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

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY Independent Contractor:
To provide Language/Speech Therapy – Consultation services to 192151-2843.
2. The Independent Contractor will commence providing services under this AGREEMENT on July 01 20 14, and will diligently perform as required and complete performance by June 30 20 15. The Independent Contractor will perform said services as an independent calling and not as an employee of the District. Independent Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Independent Contractor upon request such information as is reasonably necessary to the performance of the Independent Contractor to this AGREEMENT.
4. The SELPA shall pay the Independent Contract A total not to exceed \$3,080.00

for the following services and rates

<u>12x60min/yr observ@school</u>	<u>12@\$140/hr</u>	<u>total of</u>	<u>\$1,680.00</u>
<u>1x60min/mo phone consult</u>	<u>10@\$140/hr</u>	<u>total of</u>	<u>\$1,400.00</u>

and pursuant to this AGREEMENT Payment shall be made upon receipt of an invoice.

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

5. The District may at any time for any reason terminate this AGREEMENT and compensate Independent Contractor only for services rendered to the date of termination. Written notice by the District's Superintendent shall be sufficient to stop further performance of services by Independent Contractor. The notice shall be deemed given when received or not later than three days after the day of mailing whichever is sooner.
6. Independent Contractor agrees to and shall hold harmless and indemnify the District, its officers, agents, employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of.
 - (a) Liability for damages for death or bodily injury to property, or any other loss, damage or expense sustained by the Independent Contractor or any person, firm or corporation employed by the Independent Contractor upon or in connection with the services called for in the AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
 - (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school property, except for liability for damages which result from the sole negligence or willful misconduct for the District, its officers, employees, or agents.

INDEPENDENT CONTRACTOR AGREEMENT

Page Two

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

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

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

INDEPENDENT CONTRACTOR

Signature

Sandra Shigetomi-Toyama, M.S., CCC-SLP

Printed Name

3300 Irvine Avenue, Suite 111

Address

Newport Beach, CA 92660

City, State, Zip

949-202-7806

Phone No.

949-250-9485

FAX No.

562-25-7238

Federal ID for business/Social Security No. for individuals

Date

Sandra Shigetomi-Toyama

**FOUNTAIN VALLEY
SCHOOL DISTRICT**

Signature

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

Date

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.

7. One-on-One Aide	NPS	60.00 Minutes	14.00	1,224.00	17,136.00
360min/day					

Maximum Total Related Services Costs (B)	<u>34,577.00</u>
Maximum Total Basic Education and Related Services Costs (A + B)	<u>62,219.00</u>
Maximum Per Diem for Basic Education	<u>135.50</u>

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: 2014-07-01
and terminates on 5:00 p.m. on: 2015-06-30
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Speech & Language Development Center
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature) Date

(Type Name and Title)

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

8699 Holder, Buena Park, CA 90620
(Address)

714-821-3620 714-821-5683
(Telephone Number) (FAX Number)

95-2162129
(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: 05-21-14 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Cornerstone Therapies
 Pupil Name: 367538-2845 DOB _____
 Last, First Middle _____ : _____
 Address: _____
 Street _____
 Sex: _____ Grade: _____ Residential Setting (Indicate Home, Foster, JCS or LCI): Home
 (K - 8 or 9 - 12) If LCI, indicate number: _____

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

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

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

Number of days x Per Diem TOTAL BASIC EDUCATION COSTS

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Clinic	NPA	60.00 Minutes	85.00	80.00	6,800.00
2x60min/wk					
2. Physical Therapy - Consultation	NPA	60.00 Minutes	100.00	4.00	400.00
4x60min/yr					

Maximum Total Related Services Costs (B) 7,200.00

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.)

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Other Provisions (attachments as necessary): _____

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

This contract is effective on: 2014-07-01
and terminates on 5:00 p.m. on: 2015-06-30
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature) Date

(Type Name and Title)

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

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648
(Address)

714-962-6760 714-962-5961
(Telephone Number) (FAX Number)

33-0921156
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON _____

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

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and terminates on 5:00 p.m. on: 2015-06-30
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature) Date

(Type Name and Title)

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

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648
(Address)

714-962-6760 714-962-5961
(Telephone Number) (FAX Number)

33-0921156
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON _____

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

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Date: 05-21-14 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Cornerstone Therapies
 Pupil Name: 706384-2847 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 - Consultation	NPA	60.00 Minutes	100.00	3.00	300.00
3x60min/yr					

Maximum Total Related Services Costs (B) 300.00

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.)

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Other Provisions (attachments as necessary): _____

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and terminates on 5:00 p.m. on: 2015-06-30
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature) Date

(Type Name and Title)

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

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648
(Address)

714-962-6760 714-962-5961
(Telephone Number) (FAX Number)

33-0921156
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON _____

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

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Date: 05-21-14 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Approach Learning and Assessment Centers, Inc. dba Olive Crest Academy
 Pupil Name: 324571-2848 DOB _____
 Last, First Middle _____ : _____
 Address: _____
 Street _____
 Sex: _____ Grade: _____ Residential Setting (Indicate Home, Foster, JCS or LCI): Home
 (K - 8 or 9 - 12) If LCI, indicate number: _____

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

CONTRACT TERMS:

- The pupil's teacher/service provider will hold the following credential/license: Learning Handicapped or Severely Handicapped
- The class size for the pupil will not exceed 12, and/or therapist/pupil ratio will be N/A
- The length of the instructional program will be 300 Minutes 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 209 x Per Diem 163.00 TOTAL BASIC EDUCATION COSTS 34,067.00

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Transportation	NPS	1.00 Day	62.00	209.00	12,958.00

Maximum Total Related Services Costs (B) 12,958.00
 Maximum Total Basic Education and Related Services Costs (A + B) 47,025.00
 Maximum Per Diem for Basic Education 163.00

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

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Other Provisions (attachments as necessary):

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

This contract is effective on: 2014-07-01
and terminates on 5:00 p.m. on: 2015-06-30
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Approach Learning and Assessment Centers, Inc. dba Olive Crest
(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)

2190 N. Canal Street, Orange, CA 92865
(Address)

714-998-6571 714-998-6573
(Telephone Number) (FAX Number)

95-3717718
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON

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

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Date: 05-21-14 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Cornerstone Therapies
 Pupil Name: 1109182-2849 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	NPA	60.00 Minutes	100.00	40.00	4,000.00
1x60min/wk					

Maximum Total Related Services Costs (B) 4,000.00

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.)

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Other Provisions (attachments as necessary): _____

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

This contract is effective on: 2014-07-01
and terminates on 5:00 p.m. on: 2015-06-30
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature) Date

(Type Name and Title)

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

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648
(Address)

714-962-6760 714-962-5961
(Telephone Number) (FAX Number)

33-0921156
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON _____

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

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

Date: 05-21-14 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Cornerstone Therapies
 Pupil Name: 191474-2850 DOB _____
 Last, First Middle : _____
 Address: _____
 Street _____
 Sex: _____ Grade: _____ Residential Setting (Indicate Home, Foster, JCS or LCI): Home
 (K - 8 or 9 - 12) If LCI, indicate number: _____

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

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

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

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS
----------------	------------	-----------------------------

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Home	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 _____

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

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Other Provisions (attachments as necessary): _____

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

This contract is effective on: 2014-07-01
and terminates on 5:00 p.m. on: 2015-06-30
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature) Date

(Type Name and Title)

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

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648
(Address)

714-962-6760 714-962-5961
(Telephone Number) (FAX Number)

33-0921156
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON _____

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

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

Date: 05-21-14 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Cornerstone Therapies

Pupil Name: 1048675-2851 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 - Clinic	NPA	60.00 Minutes	85.00	40.00	3,400.00
1x60min/wk					

Maximum Total Related Services Costs (B) 3,400.00

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: 2014-07-01
and terminates on 5:00 p.m. on: 2015-06-30
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature) Date

(Type Name and Title)

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

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648
(Address)

714-962-6760 714-962-5961
(Telephone Number) (FAX Number)

33-0921156
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON _____

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

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Date: 05-21-14 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Cornerstone Therapies

Pupil Name: 277152-2852 DOB _____
 Last, First Middle :

Address: _____
 Street

Sex: _____ Grade: _____ Residential Setting (Indicate Home, Foster, JCS or LCI): Home
 (K - 8 or 9 - 12) If LCI, indicate number:

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

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

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

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS
----------------	------------	-----------------------------

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Collaboration	NPA	60.00 Minutes	100.00	10.00	1,000.00
1x60min/mo					

Maximum Total Related Services Costs (B) 1,000.00

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: 2014-07-01
and terminates on 5:00 p.m. on: 2015-06-30
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature) Date

(Type Name and Title)

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

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648
(Address)

714-962-6760 714-962-5961
(Telephone Number) (FAX Number)

33-0921156
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON _____

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

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

Date: 05-21-14 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Speech and Language Pathology Services
 Pupil Name: 194608-2853 DOB _____
 Last, First Middle _____ : _____
 Address: _____
 Street _____
 Sex: _____ Grade: _____ Residential Setting (Indicate Home, Foster, JCS or LCI): Home
 (K - 8 or 9 - 12) If LCI, indicate number: _____

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

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist
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. Speech and Language Therapy	NPA	60.00 Minutes	110.00	80.00	8,800.00
2x60min/wk					
2. Speech and Language Consultation	NPA	60.00 Minutes	110.00	2.00	220.00
2x60min/yr					

Maximum Total Related Services Costs (B) 9,020.00

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.)

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Other Provisions (attachments as necessary): _____

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

This contract is effective on: 2014-07-01
and terminates on 5:00 p.m. on: 2015-06-30
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Speech and Language Pathology Services
(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)

161 Fashion Lane, #112, Tustin, CA 92780
(Address)

714-544-1860 714-544-2022
(Telephone Number) (FAX Number)

33-0234000
(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: 05-21-14 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Cornerstone Therapies
 Pupil Name: 709751-2854 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 - Consultation	NPA	60.00 Minutes	100.00	3.00	300.00
3x60min/yr					

Maximum Total Related Services Costs (B) 300.00

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.)

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Other Provisions (attachments as necessary): _____

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and terminates on 5:00 p.m. on: 2015-06-30
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature) Date

(Type Name and Title)

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

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648
(Address)

714-962-6760 714-962-5961
(Telephone Number) (FAX Number)

33-0921156
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON _____

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

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Date: 05-21-14 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Cornerstone Therapies
 Pupil Name: 979817-2855 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
3. Physical Therapy - Clinic	NPA	60.00 Minutes	85.00	80.00	6,800.00
2x60min/wk					
4. Physical Therapy - Collab	NPA	60.00 Minutes	100.00	3.00	300.00
3x60min/yr					

Maximum Total Related Services Costs (B) 7,100.00

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.)

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Other Provisions (attachments as necessary): _____

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

This contract is effective on: 2014-07-01
and terminates on 5:00 p.m. on: 2015-06-30
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
2014-15**

HBUHSD CONTRACT NO. 2834

Please refer to this number on all correspondence, invoices, etc.
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**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2014-15**

HBUHSD CONTRACT NO. 2834

Please refer to this number on all correspondence, invoices, etc.
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**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2014-15**

HBUHSD CONTRACT NO. 2834

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 18th day of June, 2014, 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
2014-15**

HBUHSD CONTRACT NO. 2834

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, 2014 to June 30, 2015 (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, 2015. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No

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Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. 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, 2015.

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.

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of 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(s).

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

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. 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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

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

15. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or 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.

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

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

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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

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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 meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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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.

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

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

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

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

26. DATA REPORTING

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

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

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral 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 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

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CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager.” CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and 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, including but not limited to, electric shock; (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 limited 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 LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

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

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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.

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36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) 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 five (5) 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 of the California Code of Regulations, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

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38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each

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profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

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staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in the CDE On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

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45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up"

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services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil’s home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 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.

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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 and Title 5 of the California Code of Regulations section 600 et seq. 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.

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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.

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In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a

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student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence. The LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable

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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 2014 and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provide herein.

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CONTRACTOR,

LEA,

Del Sol School

Fountain Valley School District

Nonpublic School/Agency

By: _____

Signature

Date

By: _____

Signature

Date

Name and Title of Authorized Representative

Marc Ecker, Ph.D., Superintendent

Name and Title of Authorized Representative

APPROVED BY THE LOCAL EDUCATION
AGENCY GOVERNING BOARD ON: _____

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Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Name and Title Patrick J Middleton, Fiscal and MIS Manager
Nonpublic School/Agency/Related Service Provider	LEA WOCCE / Huntington Beach Union High School District
Address	Address 5832 Bolsa Avenue
City State Zip	City State Zip Huntington Beach, CA 92649
Phone Fax	Phone Fax 714.903.7000 ext 4615 714.372.8109
Email	Email pmiddleton@hbuhd.org

**Additional LEA Notification
(Required if completed)**

Name and Title
Address
City State Zip
Phone Fax
Email

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EXHIBIT A: RATES

CONTRACTOR Del Sol School **CONTRACT YEAR** 2014-2015
(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

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Nonpublic School/Agency Assurance Statement

Nonpublic School or Agency: _____

Date: _____ Prepared By: _____

I hereby certify the following:

- All employees of this nonpublic school or agency are trained annually in child abuse reporting requirements and have signed statements acknowledging their understanding of these requirements.

- All employees of this nonpublic school or agency have been provided with a copy of our policy specific to sexual harassment prevention that describes behaviors that are prohibited by federal and state laws and procedures for making complaints and receive annual training related to the policy.

- All employees of this nonpublic school or agency are trained annually in missing children reporting requirements and have signed statements acknowledging their understanding of these requirements.

Signature of Administrator: _____

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GENERAL AGREEMENT FOR NONSECTARIAN,
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2014-15**

HBUHSD CONTRACT NO. 2835

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

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this **18th** day of **June**, **2014**, between the **Fountain Valley School District** (hereinafter referred to as "District" or local educational agency "LEA") and **Behavior Solutions, Inc.** (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATIONS AND LICENSES

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

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of 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, 2014 to June 30, 2015 (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, 2015. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No

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Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. 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, 2015.

**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.

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of 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(s).

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

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. 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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

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

15. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or 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.

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

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

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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

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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 meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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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.

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

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

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

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

26. DATA REPORTING

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

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

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral 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 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

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CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager.” CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and 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, including but not limited to, electric shock; (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 limited 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 LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

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

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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.

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36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) 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 five (5) 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 of the California Code of Regulations, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

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38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each

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profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

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staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in the CDE On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up"

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services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil’s home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 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.

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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 and Title 5 of the California Code of Regulations section 600 et seq. 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.

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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.

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In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a

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student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence. The LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable

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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 2014 and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provide herein.

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CONTRACTOR,

LEA,

Behavior Solutions, Inc.

Fountain Valley School District

Nonpublic School/Agency

By: _____

Signature

Date

By: _____

Signature

Date

Name and Title of Authorized Representative

Marc Ecker, Ph.D., Superintendent

Name and Title of Authorized Representative

APPROVED BY THE LOCAL EDUCATION
AGENCY GOVERNING BOARD ON: _____

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Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Name and Title Patrick J Middleton, Fiscal and MIS Manager
Nonpublic School/Agency/Related Service Provider	LEA WOCCE / Huntington Beach Union High School District
Address	Address 5832 Bolsa Avenue
City State Zip	City State Zip Huntington Beach, CA 92649
Phone Fax	Phone Fax 714.903.7000 ext 4615 714.372.8109
Email	Email pmiddleton@hbuhd.org

**Additional LEA Notification
(Required if completed)**

Name and Title
Address
City State Zip
Phone Fax
Email

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EXHIBIT A: RATES

**CONTRACTOR Behavior Solutions, Inc. CONTRACT YEAR 2014-2015 .
(NONPUBLIC SCHOOL OR AGENCY)**

Per CDE Certification, total enrollment may not exceed _____ If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

	Rate	Period
A. <u>Basic Education Program/Special Edu</u>		
Basic Education Program	\$ _____	_____ Day

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. <u>Related Services</u>		
(001.1) a. Transportation - Round Trip	\$ _____	_____ Minutes
(001.2) b. Transportation - One Way	\$ _____	_____ Minutes
(001.3) c. Public Transportation	\$ _____	_____ Minutes
(002.1) a. Educational Counseling - Individual	\$ _____	_____ Minutes
(002.2) b. Educational Counseling - Group	\$ _____	_____ Minutes
(002.3) c. Counseling - Parent	\$ _____	_____ Minutes
(003.1) a. Adapted Physical Education - Individual	\$ _____	_____ Minutes
(003.2) b. Adapted Physical Education - Group	\$ _____	_____ Minutes
(004.1) a. Language and Speech Therapy - Individual	\$ _____	_____ Minutes
(004.2) b. Language and Speech Therapy - Group	\$ _____	_____ Minutes
(004.3) c. Language and Speech Therapy - Per Diem	\$ _____	_____ Minutes
(004.4) d. Language and Speech Therapy - Consultation Rate	\$ _____	_____ Minutes
(005.1) a. 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	\$ 250.00	180 Minutes
(009.2) b. Behavior Intevention - Supervision	\$ _____	_____ Minutes
(010) Functional Analysis Assessment	\$ 1,200.00	1 Each
(011) Residential Board and Care	\$ _____	_____ Day
(012) Residential Mental Health Services	\$ _____	_____ Day

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NONPUBLIC SCHOOL SERVICES
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Nonpublic School/Agency Assurance Statement

Nonpublic School or Agency: _____

Date: _____ Prepared By: _____

I hereby certify the following:

- All employees of this nonpublic school or agency are trained annually in child abuse reporting requirements and have signed statements acknowledging their understanding of these requirements.

- All employees of this nonpublic school or agency have been provided with a copy of our policy specific to sexual harassment prevention that describes behaviors that are prohibited by federal and state laws and procedures for making complaints and receive annual training related to the policy.

- All employees of this nonpublic school or agency are trained annually in missing children reporting requirements and have signed statements acknowledging their understanding of these requirements.

Signature of Administrator: _____

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

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this **18th** day of **June**, **2014**, between the **Fountain Valley School District** (hereinafter referred to as "District" or local educational agency "LEA") and **Cornerstone Therapies** (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATIONS AND LICENSES

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

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of 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, 2014 to June 30, 2015 (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, 2015. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No

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Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. 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, 2015.

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.

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of 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(s).

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

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. 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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

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

15. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or 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.

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

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

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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

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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 meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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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.

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

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

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

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

26. DATA REPORTING

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

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

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral 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 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

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CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager.” CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and 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, including but not limited to, electric shock; (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 limited 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 LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

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

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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.

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36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) 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 five (5) 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 of the California Code of Regulations, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

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38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each

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profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

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staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in the CDE On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up"

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services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil’s home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 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.

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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 and Title 5 of the California Code of Regulations section 600 et seq. 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.

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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.

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In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a

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student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence. The LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable

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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 2014 and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provide herein.

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CONTRACTOR,

LEA,

Cornerstone Therapies

Fountain Valley School District

Nonpublic School/Agency

By: _____

Signature

Date

By: _____

Signature

Date

Name and Title of Authorized Representative

Marc Ecker, Ph.D., Superintendent

Name and Title of Authorized Representative

APPROVED BY THE LOCAL EDUCATION
AGENCY GOVERNING BOARD ON: _____

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Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Name and Title Patrick J Middleton, Fiscal and MIS Manager
Nonpublic School/Agency/Related Service Provider	LEA WOCCE / Huntington Beach Union High School District
Address	Address 5832 Bolsa Avenue
City State Zip	City State Zip Huntington Beach, CA 92649
Phone Fax	Phone Fax 714.903.7000 ext 4615 714.372.8109
Email	Email pmiddleton@hbuhd.org

**Additional LEA Notification
(Required if completed)**

Name and Title
Address
City State Zip
Phone Fax
Email

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EXHIBIT A: RATES

CONTRACTOR Cornerstone Therapies CONTRACT YEAR 2014-2015
(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 - Clinic	\$ 85.00	60 Minutes
(004.2) b. Language and Speech Therapy - School	\$ 100.00	60 Minutes
(004.3) c. Language and Speech Therapy - Per Diem	\$ _____	_____ Minutes
(004.4) d. Language and Speech Therapy - Consultation Rate	\$ 100.00	60 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 - Clinic	\$ 85.00	60 Minutes
(007.2) b. Occupational Therapy - School	\$ 100.00	60 Minutes
(007.3) c. Occupational Therapy - Consultation Rate	\$ 100.00	60 Minutes
(008.1) a. Physical Therapy - Clinic	\$ 85.00	60 Minutes
(008.2) b. Physical Therapy - School	\$ 100.00	60 Minutes
(008.3) c. Physical Therapy - Consultation Rate	\$ 100.00	60 Minutes
(009.1) a. Behavior Intervention	\$ _____	_____ Minutes
(009.2) b. Behavior Intevention - Supervision	\$ _____	_____ Minutes
(010) Assessments/Testing/Evaluations (RATE 1)	\$ 225.00	60 Minutes
(011) Assessments/Testing/Evaluations (RATE 2)	\$ 85.00	60 Minutes
(012) Residential Mental Health Services	\$ _____	_____ Day

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Nonpublic School/Agency Assurance Statement

Nonpublic School or Agency: _____

Date: _____ Prepared By: _____

I hereby certify the following:

- All employees of this nonpublic school or agency are trained annually in child abuse reporting requirements and have signed statements acknowledging their understanding of these requirements.

- All employees of this nonpublic school or agency have been provided with a copy of our policy specific to sexual harassment prevention that describes behaviors that are prohibited by federal and state laws and procedures for making complaints and receive annual training related to the policy.

- All employees of this nonpublic school or agency are trained annually in missing children reporting requirements and have signed statements acknowledging their understanding of these requirements.

Signature of Administrator: _____

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

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 18th day of June, 2014, between the Fountain Valley School District (hereinafter referred to as "District" or local educational agency "LEA") and Speech & Language Development Center (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATIONS AND LICENSES

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

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of 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, 2014 to June 30, 2015 (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, 2015. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No

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Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. 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, 2015.

**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.

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of 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(s).

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

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. 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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

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

15. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or 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.

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

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

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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

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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 meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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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.

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

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

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

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

26. DATA REPORTING

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

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

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral 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 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

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CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager.” CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and 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, including but not limited to, electric shock; (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 limited 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 LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

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

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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.

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36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) 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 five (5) 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 of the California Code of Regulations, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

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38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each

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profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

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staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in the CDE On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up"

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services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil’s home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 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.

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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 and Title 5 of the California Code of Regulations section 600 et seq. 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.

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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.

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In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a

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student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence. The LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable

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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 2014 and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provide herein.

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CONTRACTOR,

LEA,

Speech & Language Development Center

Nonpublic School/Agency

Fountain Valley School District

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

Marc Ecker, Ph.D., Superintendent

Name and Title of Authorized Representative

APPROVED BY THE LOCAL EDUCATION
AGENCY GOVERNING BOARD ON: _____

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Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Name and Title
Nonpublic School/Agency/Related Service Provider	Patrick J Middleton, Fiscal and MIS Manager
Address	LEA WOCCE / Huntington Beach Union High School District
City State Zip	Address 5832 Bolsa Avenue
Phone Fax	City State Zip
Email	Huntington Beach, CA 92649
	Phone Fax
	714.903.7000 ext 4615 714.372.8109
	Email
	pmiddleton@hbuhd.org

**Additional LEA Notification
(Required if completed)**

Name and Title
Address
City State Zip
Phone Fax
Email

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EXHIBIT A: RATES

CONTRACTOR Speech & Language Development Center CONTRACT YEAR 2014-2015
(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>135.50</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 - Bus Roundtrip (\$34-52.50/day)	\$ <u>52.50</u>	<u>1</u> Day
(001.2) b. Transportation - One Way	\$ _____	_____ Minutes
(001.3) c. Public Transportation	\$ _____	_____ Minutes
(002.1) a. Educational Counseling - Individual	\$ <u>81.50</u>	<u>60</u> Minutes
(002.2) b. Educational Counseling - Group	\$ <u>81.50</u>	<u>60</u> Minutes
(002.3) c. Counseling - Parent	\$ _____	_____ Minutes
(003.1) a. Adapted Physical Education	\$ <u>81.50</u>	<u>60</u> Minutes
(003.2) b. Adapted Physical Education - Group	\$ _____	_____ Minutes
(004.1) a. Language and Speech Therapy - Individual	\$ <u>81.50</u>	<u>60</u> Minutes
(004.2) b. Language and Speech Therapy - Group	\$ <u>81.50</u>	<u>60</u> Minutes
(004.3) c. Language and Speech Therapy - Per Diem	\$ _____	_____ Minutes
(004.4) d. Language and Speech Therapy - Consultation Rate	\$ _____	_____ Minutes
(005.1) a. Additonal Classroom Aide - Individual	\$ <u>14.00</u>	<u>60</u> Minutes
(005.2) b. Auditory Training	\$ <u>75.00</u>	<u>60</u> Minutes
(006) Intensive Special Education Instruction	\$ _____	_____ Minutes
(007.1) a. Occupational Therapy	\$ <u>81.50</u>	<u>60</u> Minutes
(007.2) b. Occupational Therapy - Group	\$ _____	_____ Minutes
(007.3) c. Occupational Therapy - Consultation Rate	\$ _____	_____ Minutes
(008.1) a. Physical Therapy	\$ <u>81.50</u>	<u>60</u> Minutes
(008.2) b. Physical Therapy - Group	\$ _____	_____ Minutes
(008.3) c. Physical Therapy - Consultation Rate	\$ _____	_____ Minutes
(009.1) a. Behavior Intervention	\$ <u>81.50</u>	<u>60</u> Minutes
(009.2) b. Behavior Intevention - Supervision	\$ _____	_____ Minutes
(010) Nursing Services	\$ _____	_____ Minutes
(011) Residential Board and Care	\$ _____	_____ Day
(012) Residential Mental Health Services	\$ _____	_____ Day

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Nonpublic School/Agency Assurance Statement

Nonpublic School or Agency: _____

Date: _____ Prepared By: _____

I hereby certify the following:

- All employees of this nonpublic school or agency are trained annually in child abuse reporting requirements and have signed statements acknowledging their understanding of these requirements.

- All employees of this nonpublic school or agency have been provided with a copy of our policy specific to sexual harassment prevention that describes behaviors that are prohibited by federal and state laws and procedures for making complaints and receive annual training related to the policy.

- All employees of this nonpublic school or agency are trained annually in missing children reporting requirements and have signed statements acknowledging their understanding of these requirements.

Signature of Administrator: _____

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

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 18th day of June, 2014, between the Fountain Valley School District (hereinafter referred to as "District" or local educational agency "LEA") and Approach Learning and Assessment Centers, Inc. dba Olive Crest Academy (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATIONS AND LICENSES

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

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of 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, 2014 to June 30, 2015 (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, 2015. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No

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Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. 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, 2015.

**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.

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of 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(s).

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

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. 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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

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

15. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or 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.

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

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

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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

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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 meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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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.

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

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

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

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

26. DATA REPORTING

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

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

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral 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 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

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CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager.” CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and 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, including but not limited to, electric shock; (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 limited 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 LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

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

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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.

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36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) 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 five (5) 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 of the California Code of Regulations, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

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38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each

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profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

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staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in the CDE On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up"

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services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil’s home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 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.

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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 and Title 5 of the California Code of Regulations section 600 et seq. 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.

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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.

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In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a

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student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence. The LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable

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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 2014 and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provide herein.

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CONTRACTOR,

LEA,

Approach Learning and Assessment Centers, Inc. dba

Fountain Valley School District

Nonpublic School/Agency

By: _____

Signature

Date

By: _____

Signature

Date

Name and Title of Authorized Representative

Marc Ecker, Ph.D., Superintendent

Name and Title of Authorized Representative

APPROVED BY THE LOCAL EDUCATION
AGENCY GOVERNING BOARD ON: _____

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Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Name and Title Patrick J Middleton, Fiscal and MIS Manager
Nonpublic School/Agency/Related Service Provider	LEA WOCCE / Huntington Beach Union High School District
Address	Address 5832 Bolsa Avenue
City State Zip	City State Zip Huntington Beach, CA 92649
Phone Fax	Phone Fax 714.903.7000 ext 4615 714.372.8109
Email	Email pmiddleton@hbuhd.org

**Additional LEA Notification
(Required if completed)**

Name and Title
Address
City State Zip
Phone Fax
Email

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EXHIBIT A: RATES

**CONTRACTOR Approach Learning and Assessment Centers, Inc. dba Olive Crest Academy CONTRACT
YEAR 2014-2015
(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

	Rate	Period
A. <u>Basic Education Program/Special Edu</u>		
Basic Education Program	\$ <u>163.00</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 (\$42-62/day)	\$ <u>62.00</u>	<u>1</u> Day
(001.2) b. Transportation - One Way	\$ _____	_____ Minutes
(001.3) c. Public Transportation	\$ _____	_____ Minutes
(002.1) a. Educational Counseling - Individual	\$ <u>0.00</u>	_____ Minutes
(002.2) b. Educational Counseling - Group	\$ <u>0.00</u>	_____ Minutes
(002.3) c. Counseling - Parent	\$ _____	_____ Minutes
(003.1) a. Adapted Physical Education	\$ <u>0.00</u>	_____ Minutes
(003.2) b. Adapted Physical Education - Group	\$ _____	_____ Minutes
(004.1) a. Language and Speech Therapy - Individual	\$ <u>0.00</u>	_____ Minutes
(004.2) b. Language and Speech Therapy - Group	\$ <u>0.00</u>	_____ 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	\$ <u>115.00</u>	<u>1</u> Day
(005.2) b. Additional Instructional Assistant - Group	\$ _____	_____ Minutes
(006) Intensive Special Education Instruction	\$ _____	_____ Minutes
(007.1) a. Occupational Therapy - Individual	\$ _____	_____ Minutes
(007.2) b. Occupational Therapy - Group	\$ _____	_____ Minutes
(007.3) c. Occupational Therapy - Consultation Rate	\$ _____	_____ Minutes
(008.1) a. Physical Therapy - Individual	\$ _____	_____ Minutes
(008.2) b. Physical Therapy - Group	\$ _____	_____ Minutes
(008.3) c. Physical Therapy - Consultation Rate	\$ _____	_____ Minutes
(009.1) a. Behavior Intervention	\$ _____	_____ Minutes
(009.2) b. Behavior Intevention - Supervision	\$ _____	_____ Minutes
(010) Nursing Services	\$ _____	_____ Minutes
(011) Residential Board and Care	\$ _____	_____ Day
(012) Residential Mental Health Services	\$ _____	_____ Day

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Nonpublic School/Agency Assurance Statement

Nonpublic School or Agency: _____

Date: _____ Prepared By: _____

I hereby certify the following:

- All employees of this nonpublic school or agency are trained annually in child abuse reporting requirements and have signed statements acknowledging their understanding of these requirements.

- All employees of this nonpublic school or agency have been provided with a copy of our policy specific to sexual harassment prevention that describes behaviors that are prohibited by federal and state laws and procedures for making complaints and receive annual training related to the policy.

- All employees of this nonpublic school or agency are trained annually in missing children reporting requirements and have signed statements acknowledging their understanding of these requirements.

Signature of Administrator: _____

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

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this **18th** day of **June**, **2014**, between the **Fountain Valley School District** (hereinafter referred to as "District" or local educational agency "LEA") and **Speech and Language Pathology Services** (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATIONS AND LICENSES

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

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of 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, 2014 to June 30, 2015 (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, 2015. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No

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Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. 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, 2015.

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.

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of 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(s).

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

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. 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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

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

15. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or 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.

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

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

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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

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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 meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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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.

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

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

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

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

26. DATA REPORTING

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

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

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral 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 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

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CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager.” CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and 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, including but not limited to, electric shock; (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 limited 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 LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

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

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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.

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36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) 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 five (5) 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 of the California Code of Regulations, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

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38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each

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profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

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staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in the CDE On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up"

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services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil’s home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 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.

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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 and Title 5 of the California Code of Regulations section 600 et seq. 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.

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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.

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In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a

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student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence. The LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable

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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 2014 and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provide herein.

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CONTRACTOR,

LEA,

Speech and Language Pathology Services

Nonpublic School/Agency

Fountain Valley School District

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

Marc Ecker, Ph.D., Superintendent

Name and Title of Authorized Representative

APPROVED BY THE LOCAL EDUCATION
AGENCY GOVERNING BOARD ON: _____

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Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Name and Title Patrick J Middleton, Fiscal and MIS Manager
Nonpublic School/Agency/Related Service Provider	LEA WOCCE / Huntington Beach Union High School District
Address	Address 5832 Bolsa Avenue
City State Zip	City State Zip Huntington Beach, CA 92649
Phone Fax	Phone Fax 714.903.7000 ext 4615 714.372.8109
Email	Email pmiddleton@hbuhd.org

**Additional LEA Notification
(Required if completed)**

Name and Title
Address
City State Zip
Phone Fax
Email

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EXHIBIT A: RATES

CONTRACTOR Speech and Language Pathology Services CONTRACT YEAR 2014-2015
(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. Speech and Language Evaluation	\$ 250.00	60 Minutes
(004.2) b. Speech and Language Therapy - 60 min	\$ 110.00	60 Minutes
(004.3) c. Speech and Language Therapy - 45 min	\$ 82.50	45 Minutes
(004.4) d. Speech and Language Therapy - 30 min	\$ 55.00	30 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	\$ _____	_____ Day
(012) Residential Mental Health Services	\$ _____	_____ Day

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2014-15**

HBUHSD CONTRACT NO. 2853

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: _____

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: June 05, 2014
Subject: **Non-Public Agency Contracts**

Board Meeting Date: June 18, 2014

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
351264-2822	Educational Testing and Assessment Inc.	4,500.00	July 01, 2013 to June 30, 2014

Approved by the FVSD Board of Trustees
June 18, 2014

Marc Ecker, Ph.D.
Superintendent

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of June, 20 14, by and between Educational Testing and Assessment Inc. hereinafter referred to as "Independent Contractor" and Fountain Valley School District, hereinafter referred to as "District".

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

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

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

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY Independent Contractor:

To provide Independent Educational Evaluation services to 351264-2822.

2. The Independent Contractor will commence providing services under this AGREEMENT on July 1 20 13, and will diligently perform as required and complete performance by June 30 20 14. The Independent Contractor will perform said services as an independent calling and not as an employee of the District. Independent Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

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

4. The District shall pay the Independent Contract _____
A total not to exceed \$4,500 at \$4,500.00 per Evaluation
for services pursuant to this AGREEMENT Payment shall be made upon receipt of an invoice

:

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

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

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

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

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

INDEPENDENT CONTRACTOR AGREEMENT

Page Two

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

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

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

INDEPENDENT CONTRACTOR

**FOUNTAIN VALLEY
SCHOOL DISTRICT**

Signature

Educational Testing and Assessment Inc.

Printed Name

3401 Sagamore Drive

Address

Huntington Beach, CA 92649

City, State, Zip

714-840-8625

Phone No.

714-587-2300

FAX No.

20-0508097

Federal ID for business/Social Security No. for individuals

Date

EductionalTestingAndAssessmentInc_Contract

Signature

Marc Ecker, Ph. D.

Superintendent

10055 Slater Ave.

Fountain Valley, CA 92708

Date

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

INDEPENDENT EDUCATIONAL EVALUATIONS

Definitions and Procedures

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

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

PARENT REQUESTS FOR AN IEE:

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

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

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

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

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

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

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

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

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

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

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

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

PARENT SELECTION OF AN INDEPENDENT EVALUATOR:

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

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

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

IEE COMPONENTS:

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

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

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

IEP TEAM CONSIDERATION OF THE IEE:

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

RELEASE OF INFORMATION AND RESULTS:

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

COST LIMITATIONS:

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

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

GEOGRAPHIC LIMITATIONS:

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

PAYMENT FOR COMPLETED IEE:

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

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

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

SPECIAL CONSIDERATIONS:

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

WEST ORANGE COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

**INDEPENDENT EDUCATIONAL EVALUATIONS
Criteria**

IEE COMPONENTS:

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

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

COST LIMITATIONS:

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

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

GEOGRAPHIC LIMITATIONS:

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

MINIMUM QUALIFICATIONS FOR EVALUATORS:

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

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

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

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

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

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

Contract Year: 2013/2014

HBUHSD Contract No: 2822 Appendix B
Please refer to this number on all correspondence, invoices, etc.

2014/2015

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: May 23, 2014
Subject: **Non-Public School Contracts**

Board Meeting Date: June 18, 2014

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
850094-2987	Speech & Language Development Center	50,727.50	July 01, 2014 to June 30, 2015
192150-2844	Speech & Language Development Center	62,219.00	2014-07-01 to 2015-06-30
324571-2848	Approach Learning and Assessment Centers, Inc. dba Olive Crest Academy	47,025.00	2014-07-01 to 2015-06-30

Approved by the FVSD Board of Trustees
June 18, 2014

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: 05-23-14 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Speech & Language Development Center
 Pupil Name: 850094-2987 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: Lerning Handicapped or Severely Handicapped
- The class size for the pupil will not exceed _____, and/or therapist/pupil ratio will be 1:1
- The length of the instructional program will be _____ per day, Monday through Friday. (Nonpublic school only)
- AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

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

Number of days 204 x Per Diem 135.50 TOTAL BASIC EDUCATION COSTS 27,642.00

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Language/Speech Therapy	NPS	60.00 Minutes	81.50	62.00	5,053.00
3x30min/wk					
2. One-on-One Aide	NPS	60.00 Minutes	14.00	1,224.00	17,136.00
1x360min/day					
3. Occupational Therapy	NPS	60.00 Minutes	81.50	11.00	896.50
1x60min/mo					

Maximum Total Related Services Costs (B) 23,085.50
 Maximum Total Basic Education and Related Services Costs (A + B) 50,727.50
 Maximum Per Diem for Basic Education 135.50

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, 2014
and terminates on 5:00 p.m. on: June 30, 2015
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Speech & Language Development Center
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature) Date

(Type Name and Title)

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

8699 Holder, Buena Park, CA 90620
(Address)

714-821-3620 714-821-5683
(Telephone Number) (FAX Number)

95-2162129
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON