



Fountain Valley School District

BOARD OF TRUSTEES  
REGULAR MEETING

**AGENDA**

Board Room  
10055 Slater Avenue  
Fountain Valley, CA

**November 13, 2014**

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

M \_\_\_  
 2<sup>nd</sup> \_\_\_  
 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.
- Conference with Legal Counsel: Anticipated Litigation: *Government Code Section 54956.9*  
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: 1 case. Attorney Karen Van Dijk will join Director, Support Services, Cara Robinson in updating the Board of Trustees.

- PLEDGE OF ALLEGIANCE

**SPECIAL PRESENTATIONS**

**1. RECOGNITION OF BOARD PRESIDENT JUDITH EDWARDS**

In appreciation of more than sixteen years of service to the Fountain Valley School

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

District and in recognition of the great impact she has had on the Fountain Valley School District, the Board of Trustees will honor and thank Board President Judith Edwards.

**2. RECOGNITION OF PRESIDENT PRO TEM JIMMY TEMPLIN**

In appreciation of more than four years of service to the Fountain Valley School District and in recognition of the great impact he has had on the Fountain Valley School District, the Board of Trustees will honor and thank President Pro Tem Jimmy Templin.

**BOARD REPORTS AND COMMUNICATIONS**

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

**PUBLIC COMMENTS**

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

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

**LEGISLATIVE SESSION**

**3. APPROVAL OF CONTRACT FOR DISTRICT SUPERINTENDENT**

M \_\_\_  
2<sup>nd</sup> \_\_\_  
V \_\_\_

At the October 16<sup>th</sup> meeting, the Board of Trustees selected Mark Johnson, Ed.D. to the position of superintendent, Fountain Valley School District, effective January 1, 2015. The Board of Trustees looks forward to the continued success of our district under his leadership.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the employment contract of Mark Johnson, Ed.D. for the position of district superintendent, effective January 1, 2015.

**4. NEW BOARD POLICY 6179 SUPPLEMENTAL INSTRUCTION (FIRST READING)**

M \_\_\_  
2<sup>nd</sup> \_\_\_  
V \_\_\_

New Board Policy 6179 Supplemental Instruction reflects AB 97, which redirects funding for supplemental instruction programs into the Local Control Funding Formula. Board Policy 6179 also clarifies which programs are required by law.

Superintendent's Recommendation: It is recommended that Board Policy 6179 Supplemental Instruction be approved for first reading, with necessary changes as indicated by the Board of Trustees.

**5. BOARD POLICY 0520.2 TITLE I PROGRAM IMPROVEMENT SCHOOLS (FIRST READING)**

M \_\_\_  
2<sup>nd</sup> \_\_\_  
V \_\_\_

The Administrative Regulation associated with Board Policy 0520.2 Title I Program Improvement Schools was updated to reflect the Parent Empowerment Act, which authorizes parents/guardians in certain Year 3 Program Improvement schools to petition the Board to implement one of four specified intervention models or an alternative governance arrangement. Administrative Regulation 0520.2 was also updated to clarify the timeline and content of the required notice to parents/guardians regarding the opportunity to transfer their child to another school and reflects additional requirements pertaining to supplemental educational services, including development of a student learning plan and safeguards against conflict of interest.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 0520.2 Title I Program Improvement Schools be approved for first reading, with necessary changes as indicated by the Board of Trustees.

**6. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

M \_\_\_  
2<sup>nd</sup> \_\_\_  
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**

- 6-A.** Board Meeting Minutes from the October 16<sup>th</sup> regular meeting
- 6-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 6-C.** Donations
- 6-D.** Warrants
- 6-E.** Purchase Order Listing
- 6-F.** Budget Adjustments

**Consent Items**

**6-G. ANNUAL ORGANIZATIONAL MEETING**

Superintendent's Comments: It is recommended that the Board of Trustees select Thursday, December 11, 2014 as the date of the annual organizational meeting, in accordance with the provisions of Education Code Sections 35143 and 72000. The meeting shall begin at 7pm.

**6-H. REVISION TO BP 6162.5 STUDENT ASSESSMENT (SECOND READING AND ADOPTION)**

Superintendent's Comments: It is recommended that revisions to Board Policy 6162.5 Student Assessment be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

**6-I. REVISION TO BP 6162.51 STATE ACADEMIC ACHIEVEMENT TESTS (SECOND READING AND ADOPTION)**

Superintendent's Recommendation: It is recommended that revisions to Board Policy 6162.51 State Academic Achievement Tests be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

**6-J. REVISION TO BP 6162.54 TEST INTEGRITY/TEST PREPARATION (SECOND READING AND ADOPTION)**

Superintendent's Recommendation: It is recommended that revisions to Board Policy 6162.54 Test Integrity/Test Preparation be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

**6-K. REVISION TO BP 1340 ACCESS TO DISTRICT RECORDS (SECOND READING AND ADOPTION)**

Superintendent's Recommendation: It is recommended that revisions to Board Policy 1340 Access to District Records be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

**6-L. REVISION TO BP 5123 PROMOTION/ACCELERATION/RETENTION (SECOND READING AND ADOPTION)**

Superintendent's Recommendation: It is recommended that revisions to Board Policy and Administrative Regulation 5123 Promotion/Acceleration/Retention be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

**6-M. RESOLUTION 2015-11: AUTHORIZATION FOR TEACHING CREDENTIALS FOR 2014-15 SCHOOL YEAR**

Superintendent's Comments: It is recommended that the Board of Trustees adopt Resolution 2015-11 to approve the teaching assignments listed.

**6-N. APPROVAL OF A CONTRACT WITH EXECUTIVE ENVIRONMENTAL TO PERFORM A THREE YEAR ROUTINE RE-INSEPTION OF TEN SCHOOLS AND THE DISTRICT OFFICE**

Superintendent’s Comments: It is recommended that the Board of Trustees approves the contract, in the amount of \$4,200 with Executive Environmental to perform three year routine re-inspection of ten schools and the District Office.

**6-O. SPECIAL EDUCATION SETTLEMENT AGREEMENT**

Superintendent’s Comments: Approval by the Board of Trustees is recommended for the attached described services and legal fees.

**6-P. NON-PUBLIC AGENCY CONTRACTS (BOARD MEMBERS ONLY)**

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

Non-Public School/Agency	100% Contract Cost	Effective Dates
Providence Speech and Hearing Ctr.	\$4400	11/13/14-6/30/15

**SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS**

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

- CLOSED SESSION
- APPROVAL TO ADJOURN

**The annual organizational meeting of the Fountain Valley School District Board of Trustees is on Thursday, December 11, 2014 at 7:00pm.**

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

*Board meeting proceedings are tape recorded.*

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

Board meeting of November 13, 2012

SO 2014-15/B15-9  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Marc Ecker, Superintendent  
**SUBJECT: Recognition of Board President Judith Edwards**  
DATE: November 8, 2012

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**Background:**

In appreciation of more than sixteen years of service to the Fountain Valley School District and in recognition of the great impact she has had on the Fountain Valley School District and its students, the Board of Trustees will honor and thank Board President Judith Edwards.

Board meeting of November 13, 2012

SO 2014-15/B15-10  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Marc Ecker, Superintendent  
**SUBJECT: Recognition of President Pro-Tem Jimmy Templin**  
DATE: November 8, 2012

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**Background:**

In appreciation of more than four years of service to the Fountain Valley School District and in recognition of the great impact he has had on the Fountain Valley School District, the Board of Trustees will honor and thank President Pro Tem Jimmy Templin.

Board meeting of November 13, 2014

SO 2014-15/B15-11  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Marc Ecker, Superintendent  
**SUBJECT: Approval of Contract for District Superintendent**  
DATE: October 9, 2014

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**Background:**

At the October 16<sup>th</sup> meeting, the Board of Trustees selected Mark Johnson, Ed.D. to the position of superintendent, Fountain Valley School District, effective January 1, 2015. The Board of Trustees looks forward to the continued success of our district under his leadership.

**Recommendation:**

It is recommended that the Board of Trustees approves the employment contract of Mark Johnson, Ed.D. for the position of district superintendent, effective January 1, 2015.





# FOUNTAIN VALLEY SCHOOL DISTRICT

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

## MEMORANDUM

**TO:** Marc Ecker, Superintendent

**FROM:** Julianne Hoefler, Director, Assessment and Accountability

**DATE:** November 13, 2014

**SUBJECT:** **New Board Policy 6179 Supplemental Instruction (First Reading)**

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### Background

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

New Board Policy 6179 Supplemental Instruction reflects AB 97, which redirects funding for supplemental instruction programs into the Local Control Funding Formula. Board Policy 6179 also clarifies which programs are required by law.

### Recommendation:

It is recommended that Board Policy 6179 Supplemental Instruction be approved for first reading, with necessary changes as indicated by the Board of Trustees.

## Instruction

The Governing Board recognizes that high-quality supplemental instructional programs can motivate and support students to attain grade-level academic standards, overcome academic deficiencies, and/or acquire critical skills. The district shall offer programs of direct, systematic, and intensive supplemental instruction to meet student needs.

*(cf. 5113.1 - Chronic Absence and Truancy)*  
*(cf. 5147 - Dropout Prevention)*  
*(cf. 5148.2 - Before/After School Programs)*  
*(cf. 5149 - At-Risk Students)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6146.5 - Elementary/Middle School Graduation Requirements)*  
*(cf. 6164.5 - Student Success Teams)*

Supplemental instruction may be offered outside the regular school day, including during the summer, before school, after school, on Saturday, and/or during intersessions. It may also be provided during the regular school day provided it does not supplant the student's instruction in the core curriculum areas or physical education.

*(cf. 5148.2 - Before/After School Programs)*  
*(cf. 6111 - School Calendar)*  
*(cf. 6112 - School Day)*  
*(cf. 6176 - Weekend/Saturday Classes)*  
*(cf. 6177 - Summer Learning Programs)*

Supplemental instruction shall be offered to:

1. Eligible students from low-income families whenever the district or a district school receiving federal Title I funds has been identified by the California Department of Education for program improvement for two or more consecutive years (20 USC 6316)

*(cf. 0520.2 - Title I Program Improvement Schools)*  
*(cf. 0520.3 - Title I Program Improvement Districts)*

2. Students who have been recommended for retention at their current grade level or are at risk of retention (Education Code 48070.5)

*(cf. 5123 - Promotion/Acceleration/Retention)*

In addition, contingent on the district budget and local control and accountability plan (LCAP), supplemental instruction may be offered to students who:

1. Based on state assessment results, grades, or other indicators, demonstrate academic deficiencies in core curriculum areas that may jeopardize their attainment of academic standards
2. Are in targeted student groups identified in the district's LCAP as needing increased or improved services to succeed in the educational program

**Instruction**

*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 3100 - Budget)*  
*(cf. 3553 - Free and Reduced-Price Meals)*  
*(cf. 6173.1 - Education for Foster Youth)*  
*(cf. 6174 - Education for English Language Learners)*

**3. Desire enrichment in core academic areas, visual and performing arts, physical education, or other subjects as approved by the Board**

*(cf. 6142.6 - Visual and Performing Arts Education)*  
*(cf. 6142.7 - Physical Education and Activity)*  
*(cf. 6142.91 - Reading/Language Arts Instruction)*  
*(cf. 6142.92 - Mathematics Instruction)*  
*(cf. 6142.93 - Science Instruction)*  
*(cf. 6142.94 - History-Social Science Instruction)*  
*(cf. 6143 - Courses of Study)*  
*(cf. 6172 - Gifted and Talented Student Program)*

**As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or an arrangement with a community or other external service provider.**

*(cf. 1020 - Youth Services)*

**When determined to be necessary by the principal or designee, a student may be required to participate in a supplemental instruction. In such cases, written parent/guardian consent shall be obtained for the student's participation.**

**Legal Reference:**

**EDUCATION CODE**

*37200-37202 School calendar*  
*37223 Weekend classes*  
*37252-37254.1 Supplemental instruction, summer school*  
*41505-41508 Pupil Retention Block Grant*  
*42238.01-42238.07 Local control funding formula*  
*46100 Length of school day*  
*48070-48070.5 Promotion and retention*  
*48200 Compulsory education*  
*48985 Translation of notices*  
*51210-51212 Courses of study, elementary schools*  
*51220-51228 Courses of study, secondary schools*  
*52060-52077 Local control and accountability plan*  
*60603 Definitions, core curriculum areas*  
*60640-60649 California Assessment of Student Performance and Progress*

**CODE OF REGULATIONS, TITLE 5**

*11470-11472 Summer school*

**UNITED STATES CODE, TITLE 20**

*6316 Program improvement schools and districts*

**Instruction**

**Management Resources:**

**U.S. DEPARTMENT OF EDUCATION GUIDANCE**

**Supplemental Educational Services, January 14, 2009**

**Creating Strong Supplemental Educational Services Programs, May 2004**

**WEB SITES**

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

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

**U.S. Department of Education: <http://www.ed.gov>**



# FOUNTAIN VALLEY SCHOOL DISTRICT

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## MEMORANDUM

**TO:** Marc Ecker, Superintendent

**FROM:** Julianne Hoefler, Director, Assessment and Accountability

**DATE:** November 13, 2014

**SUBJECT:** Board Policy 0520.2 Title I Program Improvement Schools (First Reading)

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### Background

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

The Administrative Regulation associated with Board Policy 0520.2 Title I Program Improvement Schools was updated to reflect the Parent Empowerment Act, which authorizes parents/guardians in certain Year 3 Program Improvement schools to petition the Board to implement one of four specified intervention models or an alternative governance arrangement. Administrative Regulation 0520.2 was also updated to clarify the timeline and content of the required notice to parents/guardians regarding the opportunity to transfer their child to another school and reflects additional requirements pertaining to supplemental educational services, including development of a student learning plan and safeguards against conflict of interest.

### Recommendation:

It is recommended that revisions to Board Policy 0520.2 Title I Program Improvement Schools be approved for first reading, with necessary changes as indicated by the Board of Trustees.

**TITLE I PROGRAM IMPROVEMENT SCHOOLS**

The **Governing Board of Trustees** is committed to enabling all district students to meet state academic achievement standards and to narrowing the achievement gap among student groups. To that end, the Board shall assist all district schools, including those receiving federal Title I funds, to achieve adequate yearly progress, as defined by the State Board of Education.

*(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6162.5 - Student Assessment)*  
*(cf. 6162.51 - Standardized Testing and Reporting Program-State Academic Achievement Tests)*  
*(cf. 6171 - Title I Programs)*

Whenever a district school is identified by the California Department of Education as in need of program improvement (PI), the Superintendent or designee shall ensure that school improvement efforts are coordinated and aligned. He/she shall also revise the school's Single Plan for Student Achievement in accordance with law and as specified in administrative regulation.

*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 0420.1 - School-Based Program Coordination)*  
*(cf. 0520.4 - Quality Education Investment Schools)*

Depending on the length of time a district school has been identified for PI, the district shall provide opportunities for student transfers, supplemental educational services, other corrective actions, and/or restructuring in accordance with law.

*(cf. 5116.1 - Intradistrict Open Enrollment)*  
*(cf. 6179 - Supplemental Instruction)*

**Program Evaluation**

The Board shall annually review the adequate yearly progress of each district school based on state academic assessments and other indicators specified in the state plan for the No Child Left Behind Act. The Superintendent or designee shall publicize and disseminate the results of this review to parents/guardians, principals, schools, and the community so that the instructional program can be continually refined to help all students meet state academic standards. (20 USC 6316)

*(cf. 0510 - School Accountability Report Card)*  
*(cf. 6190 - Evaluation of the Instructional Program)*

The Board and Superintendent or designee also shall review the effectiveness of the actions and activities carried out by PI schools with respect to parental involvement, professional development, and other PI activities. (20 USC 6316)

*(cf. 4131 - Staff Development)*  
*(cf. 6020 - Parent Involvement)*

As necessary based on the results of these evaluations, the Board may require the Superintendent

## TITLE I PROGRAM IMPROVEMENT SCHOOLS

or designee to review and revise any of the school's reform plans, including the school's Single Plan for Student Achievement, allocate additional resources toward the implementation of the plan, and/or require more frequent monitoring of the school's progress in order to raise student achievement.

### *Legal Reference:*

#### *EDUCATION CODE*

35256 *School accountability report card*

**53200-53203** *Persistently lowest achieving schools*

**53300-53303** *Parent Empowerment Act*

60642.5 *California Standards Tests*

~~60850-60856~~ *High School Exit Examination*

64000 *Categorical programs included in consolidated application*

64001 *Single school plan for student achievement, consolidated application programs*

#### *CODE OF REGULATIONS, TITLE 5*

**4800-4808** *Parent Empowerment petitions*

11992-11994 *Persistently dangerous schools, definition*

13075-13075.4 **9** *Supplemental educational services*

#### *UNITED STATES CODE, TITLE 20*

1232g *Family Educational Rights and Privacy Act*

6301 *Title I program purpose*

6311 *Adequate yearly progress*

6312 *Local educational agency plan*

6313 *Eligibility of schools and school attendance areas; funding allocation*

6316 *School improvement*

7912 *Persistently dangerous schools*

#### *UNITED STATES CODE, TITLE 29*

794 *Section 504 of the Rehabilitation Act*

#### *CODE OF FEDERAL REGULATIONS, TITLE 34*

99.1-99.67 *Family Educational Rights and Privacy*

200.13-200.20 *Adequate yearly progress*

200.30-200.35 *Identification of program improvement schools*

200.36-200.38 *Notification requirements*

200.39-200.43 *Requirements for program improvement, corrective action, and restructuring*

200.44 *School choice option*

200.45-200.47 *Supplemental educational services*

200.48 *Funding for transportation and supplemental services*

200.49-200.51 *State responsibilities*

200.52-200.53 *District improvement*

### *Management Resources:*

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

2008 *Adequate Yearly Progress Report Information Guide, August 2008*

*California's Accountability Workbook*

#### **FEDERAL REGISTER**

*Final Rule and Supplementary Information, October 29, 2008. Vol. 73, No. 210, pages 64436-64513*

## TITLE I PROGRAM IMPROVEMENT SCHOOLS

*U.S. DEPARTMENT OF EDUCATION GUIDANCE  
Public School Choice, January 14, 2009  
Supplemental Educational Services, January 14, 2009*

### *WEB SITES*

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

*California Department of Education, Program Improvement: <http://www.cde.ca.gov/ta/ac/ti/programimprov.asp>*

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



## TITLE I PROGRAM IMPROVEMENT SCHOOLS

Adequate yearly progress (AYP) ~~is~~ **refers to** a series of annual academic performance goals, as defined by the State Board of Education, that incorporate student participation levels on state assessments, minimum required percentages of students scoring at the proficient level or above on English language arts and mathematics state assessments, high school graduation rates, and growth on the state's Academic Performance Index (API). **AYP includes measurable annual objectives for continuous and substantial improvement for the achievement of all students at the school and for any subgroup of students, including economically disadvantaged students, students from major racial and ethnic groups, students with disabilities, and students with limited English proficiency, when the number of students in the subgroup is sufficient to yield statistically reliable results. (20 USC 6311)**

*(cf. 0500 - Accountability)*

*(cf. 6162.51 - Standardized Testing and Reporting Program-State Academic Achievement Tests)*

*(cf. 6162.52 - High School Exit Examination)*

~~Numerically significant subgroups include economically disadvantaged students, students from major racial and ethnic groups, students with disabilities, and students with limited English proficiency, when the number of students in the subgroup is sufficient to yield statistically reliable results. (20 USC 6311)~~

~~Program improvement (PI) school is a school receiving federal Title I funds that has failed to make AYP for each of two consecutive school years in the same content area (i.e., English-language arts or mathematics) schoolwide or for any numerically significant subgroup, or has failed to make AYP on the same additional indicator (i.e., API for all schools or, for high schools, graduation rate) schoolwide.~~

**Program improvement (PI) school refers to a school that is receiving federal Title I funds and has failed to make AYP for each of two consecutive school years. (20 USC 6316)**

**A school shall be identified for PI by the California Department of Education (CDE) whenever, for each of two consecutive years, it either does not make AYP in the same content area (English language arts or mathematics) schoolwide or for any numerically significant student subgroup or does not make AYP on the same indicator (Academic Performance Index or high school graduation rate) schoolwide. If a small school has too few students to generate a school-level report, its results shall be aggregated into a district accountability measure.**

### Year 1 Program Improvement

When any Title I school is identified for Year 1 PI: (20 USC 6316)

1. The Superintendent or designee shall provide students enrolled in the school the option of transferring, **as described below in the section "Student Transfers,"** to another district school ~~or which may include a charter school, served by the district that has not been identified for PI, as described below under "Student Transfers."~~

## TITLE I PROGRAM IMPROVEMENT SCHOOLS

*(cf. 0420.4 - Charter Schools Authorization)*  
*(cf. 5116.1 - Intradistrict Open Enrollment)*

2. ~~The principal and school community shall revise the school's Single Plan for Student Achievement in accordance with 20 USC 6316, and present it for approval by the Board of Trustees.~~ **Not later than three months of being identified for PI, the school shall develop or revise a school plan, in consultation with parents/guardians, school staff, the district, and outside experts, for approval by the Governing Board. The plan shall cover a two-year period and address the components specified in 20 USC 6316.**

*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 6171 - Title I Programs)*  
*(cf. 6020 - Parent Involvement)*

**To fulfill this requirement, the school may revise its Single Plan for Student Achievement to reflect the requirements of 20 USC 6316.**

*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 6171 - Title I Programs)*

3. Within 45 days of receiving the plan, the Board shall establish a peer review process to assist with the review of the plan, work with the school as necessary, and approve the plan if it meets the requirements of law. ~~(20 USC 6316)~~
4. The school shall implement the plan no later than the beginning of the next full school year following the school's identification for PI, or, if the plan has not been approved prior to beginning the school year, immediately upon approval of the plan. ~~(20 USC 6316)~~
5. As the school develops and implements the school plan, the Superintendent or designee shall ensure that the school receives technical assistance ~~either~~ from the district, ~~the California Department of Education (CDE)~~, an institution of higher education, a private organization, an educational service agency, or another entity with experience in helping schools improve academic achievement, including assistance in: ~~(20 USC 6316)~~
  - a. Analyzing data from state assessments and other examples of student work to identify and address problems in instruction and/or problems in implementing Title I requirements pertaining to parent involvement, professional development, or school and district responsibilities identified in the school plan
  - b. Identifying and implementing professional development, instructional strategies, and methods of instruction that are ~~based on~~ **derived from** scientifically based research and that have proven effective in addressing the specific instructional issues that caused the school to be identified for PI
  - c. Analyzing and revising the school's budget so that the school's resources are more effectively allocated to the activities most likely to increase student achievement and remove the school from PI status

## TITLE I PROGRAM IMPROVEMENT SCHOOLS

*(cf. 3100 - Budget)*

### Year 2 Program Improvement

For any Title I school that fails to make AYP by the end of the first full school year after being identified for PI, the Superintendent or designee shall **take all of the following actions**: (20 USC 6316)

1. Continue to provide all students enrolled in the school the option of transferring ~~to another district school or charter school that has not been identified for PI~~, as described below under "Student Transfers"
2. Arrange for the provision of supplemental educational services (**SES**) to eligible students from low-income families by a provider with a demonstrated record of effectiveness, as described ~~below under~~ **in the section** "Supplemental Educational Services"
3. Continue to provide for technical assistance **in accordance with item #5 in the section "Year 1 Program Improvement" above**

### Year 3 Program Improvement: Corrective Action

When a school continues to fail to make AYP by the end of the second full school year after identification for PI (four consecutive years of failure to make AYP), the Superintendent or designee shall continue to provide all elements of Year 1 and Year 2 PI **specified above**. In addition, the Board shall take ~~at least one~~ **or more** of the following corrective actions: (20 USC 6316)

1. Replace school staff relevant to the failure
  - (cf. 4113 - Assignment)*
  - (cf. 4114 - Transfers)*
  - (cf. 4314 - Transfers)*
2. Implement a new curriculum and related professional development
  - (cf. 4131 - Staff Development)*
  - (cf. 4231 - Staff Development)*
  - (cf. 4331 - Staff Development)*
3. Significantly decrease management authority at the school level
4. Appoint an outside expert to advise the school
5. Extend the school year or school day for the school

*(cf. 6111 - School Calendar)*  
*(cf. 6112 - School Day)*

## TITLE I PROGRAM IMPROVEMENT SCHOOLS

6. Restructure the internal organization of the school

### **Year 4 Program Improvement and Beyond: Restructuring**

For any school that continues to fail to make AYP after one full year of corrective action, the Superintendent or designee shall continue to provide all students enrolled in the school with the option to transfer to another ~~district school or charter school~~ **within the district** and continue to make ~~supplemental educational services~~ **SES** available to eligible students who remain in the school. In addition, the Board shall develop a plan and make necessary arrangements to implement one of the following options for alternative governance and restructuring, consistent with state law: (20 USC 6316)

1. Reopen the school as a charter school
2. Replace all or most of the school staff relevant to the failure
3. Enter into a contract with an entity with a demonstrated record of effectiveness to operate the school
4. Turn the operation of the school over to the CDE
5. Institute any other major restructuring of the school's governance arrangements that makes fundamental reforms

### **Notifications**

Whenever a school is identified for PI, corrective action, or restructuring, the Superintendent or designee shall promptly notify parents/guardians of students enrolled in that school. The notification shall include: (20 USC 6316; 34 CFR 200.37)

1. An explanation of what the identification means, and how the school compares in terms of academic achievement to other elementary or secondary schools in the district and state
2. The reasons for the identification
3. An explanation of what the school is doing to address the problem of low achievement
4. An explanation of what the district or state is doing to help the school address the achievement problem
5. An explanation of how parents/guardians can become involved in addressing the academic issues that caused the school to be identified for PI
6. An explanation of the option to transfer to another ~~district school or charter school~~ **within the district**, as described below ~~under in the section~~ **"Student Transfers"**

If the school is in Year 2 of PI or beyond, an explanation of how parents/guardians can obtain

## TITLE I PROGRAM IMPROVEMENT SCHOOLS

~~supplemental educational services~~ **SES** for their child as described below ~~under in the~~ **section "Supplemental Educational Services."**

*(cf. 5145.6 - Parental Notifications)*

The Superintendent or designee shall disseminate information about corrective actions taken at any district school to the parents/guardians of each student in that school and to the public through such means as the Internet, the media, and public agencies. (20 USC 6316)

The Superintendent or designee shall promptly notify teachers and parents/guardians whenever a school is identified for restructuring and shall provide them adequate opportunities to comment before taking action and to participate in developing any plan for restructuring school governance. (20 USC 6316)

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

All notifications pertaining to PI shall be written in an understandable and uniform format and, to the extent practicable, in a language the parents/guardians can understand. (20 USC 6316; **34 CFR 200.36**)

### Student Transfers

All students enrolled in a school in Year 1 of PI or beyond shall be provided an option to transfer to another district school, **which may include a charter school that is served by the district provided that the school:** (20 USC 6316; 34 CFR 200.44)

1. Has not been identified for PI, corrective action, or restructuring

**In the event that all district schools are identified for PI, the district shall, to the extent practicable, establish a cooperative agreement with other local educational agencies in the area for interdistrict transfers.**

*(cf. 5117 - Interdistrict Attendance)*

2. Has not been identified by the CDE as a "persistently dangerous" school pursuant to 20 USC 7912 and 5 CCR 11992-11994

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. ~~5116.1 - Intradistrict Open Enrollment~~)*

Among ~~these~~ **the students offered an option to transfer out of a PI school**, priority shall be given to the lowest achieving students from low-income families, as defined by the district for purposes of allocating Title I funds. (20 USC 6316; 34 CFR 200.44)

If two or more district schools are eligible to accept transfers based on criteria listed in items #1-2 above, the district shall provide a choice of more than one such school and shall take into account parent/guardian preferences among the choices offered. (34 CFR 200.44)

## TITLE I PROGRAM IMPROVEMENT SCHOOLS

School capacity shall not be used to deny transfer opportunities to students. However, †The Superintendent or designee may consider capacity in selecting schools that will be offered as alternatives for school choice, **but shall not use the lack of school capacity to deny transfer opportunities to students.** The Board district may increase capacity in eligible district schools to accommodate all students who wish to transfer.

The transfer option shall be offered so that students may transfer in the school year following the school year in which the district administered the assessments that resulted in the identification of the school for PI, corrective action, or restructuring. In order to provide adequate time for parents/guardians to exercise their transfer option before the school year begins, the Superintendent or designee shall notify parents/guardians of the available school choices sufficiently in advance of, but no later than 14 calendar days before, the start of the school year **or on a date otherwise determined necessary by the CDE.** (34 CFR 200.37, 200.44)

Notice of the transfer option shall:

1. Inform parents/guardians that, **due to the identification of the current school as in need of improvement,** their child is eligible to attend another public school, **including a charter school, served by the district.** ~~due to the identification of the current school as in need of improvement~~
2. Identify each ~~public school or public charter school~~ that the parent/guardian ~~can~~ **may** select
3. Explain why the choices made available to the parents/guardians may have been limited
4. **Describe the timelines and procedures that parents/guardians must follow in selecting a school for their child, including a requirement that parents/guardians rank-order their preferences of eligible schools as appropriate.**
5. Provide information on the academic achievement of the school(s) to which the student may transfer (34 CFR 200.37)
6. Explain the provision of transportation to the new school (34 CFR 200.37)

**The notice may include other information about the school(s) to which the student may transfer, such as a description of any special academic programs or facilities, the availability of before- and after-school programs, the professional qualifications of teachers in the core academic subjects, and a description of parent involvement opportunities.** (34 CFR 200.37)

*(cf. 4112.24 – Teacher Qualifications Under the No Child Left Behind Act)*  
*(cf. 5148.2 – Before/After School Programs)*

**In addition to mailing notices directly to parents/guardians, the Superintendent or designee shall provide information about transfer options through broader means, such as the Internet, the media, and public agencies servicing students and their families.** (34 CFR 200.36)

## TITLE I PROGRAM IMPROVEMENT SCHOOLS

*(cf. 1100 – Communication with the Public)*

*(cf. 1113 – District and School Web Sites)*

*(cf. 1114 – District-sponsored Social Media)*

~~To ensure that parents/guardians have current information, the district shall prominently display on its web site, in a timely manner each school year, the number of students who were eligible for and who participated in the student transfer option, beginning with data from the 2007-08 school year and each subsequent year thereafter, and a list of available schools to which eligible students may transfer in the current school year.~~ **The district shall also display data on the number of students who were eligible for and who participated in the student transfer option, beginning with data from the 2007-08 school year and each subsequent year thereafter.** (34 CFR 200.39)

~~The Superintendent or designee may establish reasonable timelines for parents/guardians to indicate their intent to transfer their child and for the district to notify parents/guardians of the school assignment.~~

~~The Superintendent or designee may require parents/guardians to rank order their preferences from among schools that are eligible to receive transfer students. Parents/guardians may decline their assigned school and remain in their school of origin.~~

**In accordance with timelines established for the transfer request process, the Superintendent or designee shall notify parents/guardians of their child's school assignment and shall establish a reasonable deadline by which parents/guardians must either accept the assignment or decline the assignment and remain in the school of origin.**

~~The district shall provide, or shall pay for the provision of, transportation for the student to the public district school that which the student chooses to attend.~~ (20 USC 6316; 34 CFR 200.44)

*(cf. 3540 - Transportation)*

To ensure that transportation may be reasonably provided, the Superintendent or designee may establish transportation zones based on geographic location **within the district**. Transportation to schools within a zone shall be fully provided, while transportation outside the zone may be partially provided.

*(cf. 3541 – Transportation Routes and Services)*

Any student who transfers to another **district** school may remain in that school until he/she has completed the highest grade in that school. However, the district shall not be obligated to provide, or pay for the provision of, transportation for the student after the end of the school year that the school of origin is no longer identified for PI, corrective action, or restructuring. (20 USC 6316; 34 CFR 200.44)

~~In the event that all district schools are identified for PI, corrective action, or restructuring, the district shall, to the extent practicable, establish a cooperative agreement with other local educational agencies in the area for an interdistrict transfer.~~ (20 USC 6316; 34 CFR 200.44)

## TITLE I PROGRAM IMPROVEMENT SCHOOLS

~~(cf. 5117 - Interdistrict Attendance)~~

### Supplemental Educational Services

When required by law, ~~supplemental educational services (SES)~~ shall be provided outside the regular school day and shall be specifically designed to increase achievement of eligible students from low-income families on state academic assessments and to assist them in attaining state academic standards. (20 USC 6316)

(cf. 6011 - Academic Standards)  
(cf. 6179 - Supplemental Instruction)

When a school is required to provide ~~supplemental educational services~~ **SES**, the Superintendent or designee shall **provide annually notify notice to** parents/guardians **of that includes:** (20 USC 6316; 34 CFR 200.37)

1. The availability of ~~supplemental educational services~~ **SES**
2. The identity of approved providers that are within the district or are reasonably available in neighboring local educational agencies
3. The identity of approved providers of technology-based or distance learning ~~supplemental educational services~~
4. The services, qualifications, and demonstrated effectiveness of each provider, including an indication of those providers who are able to serve students with disabilities or limited English proficiency
5. The benefits of receiving ~~supplemental educational services~~ **SES**

In addition, the notification shall describe procedures and timelines that parents/guardians must follow to select a provider.

This notification shall be clearly distinguishable from other information sent to parents/guardians regarding identification of the school for PI, corrective action, or restructuring. (34 CFR 200.37)

~~To ensure that parents/guardians have current information, the district shall prominently display on its web site, in a timely manner each school year, the number of students who were eligible for and who participated in supplemental educational services, beginning with data from the 2007-08 school year and each subsequent year thereafter,~~ a list of state-approved providers serving the district in the current year; and the location where services are provided. **The district shall also display the number of students who were eligible for and who participated in SES.** ~~(34 CFR 200.39)~~

**The Superintendent or designee shall distribute sign-up forms for SES directly to all eligible students and their parents/guardians and make them available and accessible**



## TITLE I PROGRAM IMPROVEMENT SCHOOLS

**through broad means of dissemination such as the Internet, other media, and communications through public agencies serving eligible students and their families. (34 CFR 200.48)**

**The district shall provide a minimum of two enrollment windows, at separate points in the school year, that are of sufficient length to enable the parents/guardians of eligible students to make informed decisions about requesting SES and selecting a provider. (34 CFR 200.48)**

Within a reasonable period of time established by the Superintendent or designee, parents/guardians shall select a ~~service~~ **SES** provider from among those approved by the SBE. Upon request, the Superintendent or designee shall assist parents/guardians in choosing a provider. (20 USC 6316; 34 CFR 200.46)

**The district shall not prohibit or limit an approved provider from promoting its program or the general availability of SES to members of the community. (5 CCR 13075.9)**

When the district is an approved ~~service~~ **SES** provider, the Superintendent or designee shall be careful to provide parents/guardians with a balanced presentation of the options available to them and shall ensure that they understand their right to select the district or any other service provider.

**No district employee who administers or provides SES, either solely or in collaboration with a SES provider, or who has a financial interest of any kind in a SES provider, shall use his/her position as a district employee to encourage district students or their parents/guardians to use the services of that provider. (5 CCR 13075.7)**

*(cf. 9270 – Conflict of Interest)*

The Superintendent or designee shall ensure that eligible students with disabilities, students covered under Section 504 of the federal Rehabilitation Act, and students with limited English proficiency receive appropriate ~~supplemental educational services~~ **SES** with any necessary accommodations or language assistance. (34 CFR 200.46)

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

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

(cf. 6174 - Education for English Language Learners)

If no provider is able to make the services available to such students, the district shall provide these services with necessary accommodations or language assistance, either directly or through a contract. ~~Supplemental educational services~~ shall be consistent with a student's individualized education program (IEP) or Section 504 services plan, **as applicable**.

If available funds are insufficient to provide ~~supplemental educational services~~ **SES** to each eligible student whose parents/guardians request those services, priority shall be given to the lowest achieving eligible students. (20 USC 6316)

## TITLE I PROGRAM IMPROVEMENT SCHOOLS

If the number of parents/guardians selecting a particular provider exceeds the capacity of that provider, **priority shall be given to the lowest achieving eligible students.**

**Once a SES provide has been selected by a parent/guardian, the Superintendent or designee shall enter into an agreement with the provider. The agreement shall: (20 USC 6316)**

1. Require the district to develop, in consultation with the parents/guardians and the provider, a ~~statement of specific achievement goals for the student, how the student's progress will be measured~~ **a student learning plan which includes specific achievement goals for the student, a description of how the student's progress will be measured**, and a timetable for improving achievement. In the case of a student with disabilities, the ~~statement- student learning plan~~ **student learning plan** shall be consistent with the student's IEP.
2. Describe how the student's parents/guardians and teacher(s) will be regularly informed of the student's progress.
3. Provide for the termination of the agreement if the provider is unable to meet such goals and timetables.
4. Contain provisions with respect to the district making payments to the provider.
5. Prohibit the provider, without written parent/guardian permission, from disclosing to the public the identity of any student eligible for or receiving ~~supplemental educational services~~ **SES**.

*(cf. 5125.1 - Release of Directory Information)*

**In developing the student learning plan as required by item #1 above, the Superintendent or designee shall consult with the parent/guardian of each student to, at a minimum, provide the parent/guardian an opportunity to express his/her views and have them considered. Consultation may include, but is not limited to, communication by telephone, email, home visits, parent/guardian meetings, and/or parent/guardian signature(s). Evidence of this consultation shall be included in the student learning plan. In the event that a consultation does not take place but the parent/guardian has selected an approved SES provider, the Superintendent or designee, or the provider acting on the district's behalf, shall show evidence of at least three separate attempts to contact the parent/guardian using at least two different means of communication. If the parent/guardian elects not to participate in the consultation, the Superintendent or designee, or approved provider acting on the district's behalf, must develop a student learning plan for the student. (5 CCR 13075.7)**

**The Superintendent or designee may request, but not require, that the SES provider develop the student learning plan on behalf of the district for each student served by the provider as indicated in the agreement. In such cases, the Superintendent or designee shall make available to the provider pertinent student academic achievement data with parent/guardian permission and other technical assistance that will facilitate the development of the plan. The Superintendent or designee shall maintain responsibility to**

**TITLE I PROGRAM IMPROVEMENT SCHOOLS**

**review and approve the student learning plan to ensure that it is developed in consultation with the parent/guardian and contains all required information. (5 CCR 13075.7)**

**Eligible SES providers shall be given access to school facilities, using a fair, open, and objective process, on the same basis as other groups that seek access to school facilities. (34 CFR 200.48)**

*(cf. 1330 - Use of School Facilities)*

**FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT**

Regulation approved: ~~September 27, 2012~~

Fountain Valley, California

**Fountain Valley School District**  
Superintendent's Office

**REGULAR MEETING OF THE BOARD OF TRUSTEES**

10055 Slater Avenue  
Fountain Valley, CA 92708

**October 16, 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

**Motion:** Mr. Collins moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mr. Templin

Vote: 5-0

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

PUBLIC COMMENTS

Mrs. Edwards announced that the Board would retire into Closed Session. No action was anticipated. The following was addressed:

CLOSED SESSION

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

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

PLEDGE OF

**ALLEGIANCE**

Mrs. Edwards led the Pledge of Allegiance.

Mrs. Edwards welcomed Dr. Mark Johnson to the meeting. She was pleased to announce on behalf of the Board his selection as superintendent of the Fountain Valley School District, effective January 1, 2015, pending approval this evening.

**BOARD REPORTS AND COMMUNICATIONS**

Mrs. Crandall thanked Mrs. Edwards for her work as liaison with Leadership Associates and for leading us through a superb search. She welcomed Dr. Johnson to the District. She attended Back to School Night at Newland and Masuda, the OCDE Fiscal Update, the OCSBA PAGE meeting and OCSBA/ACSA joint dinner, the Boys and Girls Club Twilight meeting, the Mayor's Breakfast, volunteered at the Hyundai 5K Run and attended the local fire station open house.

Mr. Templin enjoyed Courreges and Fulton's Back to School Nights, attended the SPC Candidates' Forum, noting that all did a great job. He noted that it is still disappointing that we don't get more people here. Regarding the search for our superintendent, he noted that it was a great experience and he appreciated every part of it. He noted sleeping well when thinking who was selected and that it was neat to be a part of the validation meeting and inspiring to see feedback from the staff interviewed. He congratulated Dr. Johnson and echoed Mrs. Crandall's sentiments that Mrs. Edwards did a good job leading the search.

Mr. Collin attended the OCDE Fiscal Update, Talbert's Back to School Night and the SPC meeting. He noted the observance of Anti-Bullying Day and commended the policies in the classroom and district-wide addressing bullying. Regarding the search, he noted that it was an exceptional choice in Leadership Associates and they did an excellent job. He noted the talented pool of applicants and welcomed Dr. Johnson.

Mrs. Galindo enjoyed Back to School Nights at Masuda and Gisler, attended the OCSBA dinner, the SPC meeting, the Candidates' Forum, commending the candidates on their work and noted being anxious to see the results of the race. She welcomed Dr. Johnson to the district, noting that being a part of a superintendent search is an amazing process, and commended Leadership Associates for their guidance.

Mrs. Edwards attended the local board presidents meeting, the Huntington Beach quarterly meeting, Back to School Night at Talbert, the Fountain Valley Schools Foundation executive board meeting, noting the full-page color ad in *FV Living* magazine, sponsored by Rainbow Environmental Services. She noted as well the Taste of Fountain Valley coming in January, and over \$13,000 raised by the Foundation this year. She attended the Candidates' Forum and welcomed Dr. Johnson to the district, noting that listening to his colleagues in Los Alamitos was so moving.

## **STAFF REPORTS AND PRESENTATIONS**

In December of 2013, the Board of Trustees voted to set aside \$35 million dollars, currently in Fund 40, for the purpose of investing in a longer term portfolio. The purpose of this investment is to create a revenue stream from investment earnings. District staff met with the County Treasurer to discuss possible investment options. Lori Raineri and Keith Weaver from Government Financial Strategies joined Mrs. Fullerton in reviewing the investment considerations for Fund 40. Mrs. Fullerton reviewed the benefits of staying with the County including the ability to take advantage of leverage with the County's upcoming investment pool. She reviewed next steps with the Board and opened the discussion for the Board regarding their tolerance in waiting to invest.

Mr. Collins commended the report. Mrs. Crandall asked when in 2015 this investment will come about. Mr. Weaver explained that the investment pool is planned for set up for next year, most likely after the first quarter. Regarding the risk for the investment pool Ms. Raineri noted that it is not great as the number one goal in investing public funds is safety. Mr. Templin noted that the more often we remind the community that this is a good idea and the importance of Fund 40 the better. Mrs. Galindo noted her earlier conversation with Mrs. Fullerton regarding laddering. Mrs. Fullerton explained that if the longer-term pool idea does not work out then the Board could consider a special account with laddered investments.

In order to increase ease of understanding for persons wishing to speak to the Board of Trustees, staff has revised the Board Public Comments Form. Staff has removed the duplicative comments regarding optional fields, noting that all fields are optional for completion; and has added a note addressing speakers wishing to remain anonymous.

**INVESTMENT  
CONSIDERATIONS FOR  
FUND 40 (WRITTEN  
ONLY)**

**REVISIONS TO BOARD  
PUBLIC COMMENTS  
FORM (WRITTEN ONLY)**

**PUBLIC HEARINGS**

The Board of Trustees conducted a public hearing for the purpose of receiving public comment on the certification of provisions of standards-aligned instructional materials for the Fountain Valley School District. Public input was welcomed. There were no requests to speak and the hearing was closed.

CERTIFICATION OF PROVISIONS OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS

**PUBLIC COMMENTS**

There were two requests to address the Board. Two members of the community addressed the board regarding the need for air conditioning in our schools.

PUBLIC COMMENTS

**LEGISLATIVE SESSION**

**Motion:** Mr. Templin moved to approve appointment of Mark Johnson, Ed.D. to the position of district superintendent

APPOINTMENT OF DISTRICT SUPERINTENDENT

Second: Mr. Collins

Vote: 5-0

**Motion:** Mr. Collins moved to approve revision to BP 6162.5 Student Assessment for first reading

REVISION TO BP 6162.5 STUDENT ASSESSMENT (FIRST READING)

Second: Mrs. Galindo

Vote: 5-0

**Motion:** Mrs. Crandall moved to approve revision to BP 6162.51 State Academic Achievement Tests for first reading

REVISION TO BP 6162.51 STATE ACADEMIC ACHIEVEMENT TESTS (FIRST READING)

Second: Mrs. Galindo

Vote: 5-0

**Motion:** Mr. Collins moved to approve revision to 6162.54 Test Integrity/Test Preparation for first reading

REVISION TO BP 6162.54 TEST INTEGRITY/TEST PREPARATION (FIRST READING)

Second: Mrs. Crandall

Vote: 5-0

**Motion:** Mrs. Galindo moved to approve revision to BP 1340 Access to District Records for first reading REVISION TO BP 1340 ACCESS TO DISTRICT RECORDS (FIRST READING)

**Second:** Mr. Collins

**Vote:** 5-0

**Motion:** Mr. Collins moved to approve Certificates of Participation CERTIFICATES OF PARTICIPATION

**Second:** Mrs. Crandall

**Vote:** 5-0

**Motion:** Mrs. Galindo moved to approve revision to BP 5123 Promotion/Acceleration/Retention for first reading REVISION TO BP 5123 PROMOTION/ACCELERATION/RETENTION

**Second:** Mr. Collins

**Vote:** 5-0

Mrs. Crandall requested that Item 11-N Approval of Contract with True North Research to Design and Conduct a Voter Opinion Survey be pulled for separate vote. Mrs. Galindo requested that Item 11-O Approval of the Contract with TTG Structural, MEP, Civil Engineering & Construction Services to provide a mechanical, electrical, plumbing, and structural assessment for ventilation and air conditioning options at nine schools be pulled for separate vote. CONSENT CALENDAR/ ROUTINE ITEMS OF BUSINESS

**Motion:** Mr. Templin moved to approve the Consent Calendar with the exception of Items N and O.

**Second:** Mr. Collins

**Vote:** 5-0

**Motion:** Mr. Collins moved to approve Item N Approval of Contract with True North Research to Design and Conduct a Voter Opinion Survey.

**Second:** Mr. Templin

Mrs. Crandall noted wanting to be consistent with her comments last month, noting that this item is premature.



Vote: 3-2 (Crandall and Galindo)

**Motion:** Mr. Collins moved to approve Item O Approval of the Contract with TTG Structural, MEP, Civil Engineering & Construction Services to provide a mechanical, electrical, plumbing, and structural assessment for ventilation and air conditioning options at nine schools.

Second: Mrs. Crandall

Mrs. Galindo noted that she did not want this item buried in the Consent Calendar. She noted that she is in favor of pursuing this board interest. This item goes hand in hand with Item N. She noted that her issue with the survey is not with conducting it but with the timing. We are in study mode now and will be able to move forward with more information from the community if we push it out. She explained that we will have more information for them after this study. Mrs. Crandall agreed that this is step one and the survey should come later in the process once we have all of the information on the process and needs. Mr. Collins noted not feeling that the survey precludes doing this, it just gives information on supporting the needs of the district. He noted that we have already had the survey twice on the agenda and the survey will be critical as far as what we can and can't do. He explained that we owe it to the families and students, as it is convincing when one goes around our schools to see the effects of the heat on students and staff. Mr. Templin noted that we all want the same thing: we want our classrooms cooler for students. He noted understanding that others want the process to be linear with one item after another. He noted that this is good dialogue and he supports the survey now, noting wanting as much information coming in as possible. Mrs. Galindo noted having forums like the LCAP and presenting information to the community, then doing the survey. Mr. Templin noting hoping that we would still do that, and still have the community's input. Mrs. Crandall noted that 11-O should get the Board good information on scope and pricing.

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from the September 4th regular meeting
- Board Meeting Minutes from the September 24th special board meeting

- Board Meeting Minutes from the October 4th special board meeting
- Board Meeting Minutes from the October 9th special board meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Resolution 2015-10: Certification of Provision of Standards-Aligned Instructional Materials
- Williams Uniform Complaint Quarterly Report
- Revision to BP 5127 Promotion Ceremonies and Activities (Second Reading and Adoption)
- Approve Change order #1 for \$266,167.21 Amending the Contract with Retro-Tech Systems to \$1,091,792.47
- Approval of Contract with True North Research to Design and Conduct a Voter Opinion Survey
- Approval of the Contract with TTG Structural, MEP, Civil Engineering & Construction Services to provide a mechanical, electrical, plumbing, and structural assessment for ventilation and air conditioning options at nine schools
- Copier Lease Agreement
- American Language Services
- Lifesigns
- Mileage Reimbursement to Parents
- PRACTI-CAL Medi-Cal Administrative Activities Program (MAA) Random Moment Time Survey (RMTS)
- Special Education Settlement Agreement
- Tobacco-Use Prevention Education (TUPE) Cohort J Competitive Grant
- Child Development Checking Account
- Contract for Professional Development Services with Kathy Bumgardner
- Grant Agreement #NEDA1531327 By and Between the Orange County Community Foundation and the Fountain Valley School District for Visual And Performing Arts Program (VAPA) Coordination
- Non-Public Agency Contracts (Board Members Only)

Non-Public School/Agency	100% Contract Cost	Effective Dates
Cornerstone Therapies	1487.50	11/1/13 to 6/30/14
Cornerstone Therapies	6,800.00	7/1/14 to 6/30/15
Speech and Lang. Dev. Center	4,495.50	7/1/14 to 6/30/15
Speech and Lang. Dev. Center	4,707.00	7/1/14 to 6/30/15
Approach Learning Assess. Centers Inc.	2,717.00	7/1/14 to 6/30/15
Speech and Lang. Dev. Center	4,540.50	7/1/14 to 6/30/15

Cornerstone Therapies	960.00	7/1/14 to 6/30/15
Cornerstone Therapies	5,100.00	9/11/14 to 6/30/15
Approach Learning Assess. Centers Inc.	49,742.00	7/1/14 to 6/30/15

**SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS**

Dr. Ecker Welcomed Dr. Johnson to the district, noting that one of the most important duties that a board has is securing a leader and it does not necessarily happen often. He congratulated the Board for their diligent work, noted that Fountain Valley was blessed with a deep pool of qualified candidates. He congratulated the Board on their selection and Dr. Johnson on his selection.

Dr. Ecker Thanked the staff of the district, the management team and the classified and certificated staff here this evening to greet Dr. Johnson.

Dr. Ecker Thank Mr. Nguyen and his team for their interest in air quality and climate in our classrooms. He encouraged him to call Mrs. Fullerton to share their ideas. He also thanked Ms. Escutia for addressing the Board.

**ADJOURNMENT**

**Motion:** Mr.Collins moved to adjourn the meeting at 8:43pm.

**Second:** Mr. Templin

**Vote:** Unanimously approved

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL  
November 13, 2014**

**1.0 EMPLOYMENT FUNCTIONS:**

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.1.1	Kobzeff, Julie	Fulton	Teacher	Maternity	12/01/2014

**2.0 EMPLOYMENT FUNCTIONS:**

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CLASSIFIED EMPLOYEE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	Joza, Bettie	Newland	Autism Office Assist.	12/15/2014

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.2.1	Venus, Tracy	D.O.	FS/Warehouse Delivery	Medical	11/03/2014

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING NEW CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.3.1	Carter, Neil	Support Services	Behavioral Intervention Assistant	10/21/2014
2.3.2	Slusher, Julie	Support Services	Behavioral Intervention Assistant	10/21/2014
2.3.3	Mirano, Diana	Cox ESP	ESP Aide	11/03/2014

**3.0 WORKSHOP/CONFERENCE ATTENDANCE:**

	<u>EMPLOYEE</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATES</u>
3.1	Arjian, Vania	CCAC Conference	Sacramento	Actual & Necessary	012329275-5210	November 20-21, 2014
3.2	Sharpe, Diane Brown, Suzanne	CSNA Conference	Sacramento	Actual & Necessary	133207380-5210	November 13-16, 2014
3.3	Fullerton, Christine	2014 DBO Symposium	Newport Beach	\$525.00	012719380-5210	November 20-21, 2014
3.4	Johnson, Donna	APA Conference	Los Angeles	\$429.00	012849470-5210	November 5, 2014
3.5	Ecker, Marc Edwards, Judy	National Blue Ribbon School Recognition	Washington DC	Actual & Necessary	012719165-5210	November 9-12, 2014

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

November 13, 2014

<b>INSTRUCTION</b>
--------------------

4.0 **APPROVAL OF ADDITIONAL DUTY REQUESTS**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	BARTON, Cecelia HOWARD, Loren LEVITT, Molly LINGLE, Lauren MARBUT, Jeff MCNALLY, Colleen PETRILLA, Gary SOTOLONGO, Joel TRIMM, Amy WALTERS, Kelly WOOD, John (Talbert)	Sports Coach for one or more sports for District sport tournaments	\$250 stipend + benefits (per sport)	010143889-1115	2014-2015 school year
4.2	JOHNSON, Janice (Child Care Programs)	School Readiness Initiative Grant to observe, train and assist teachers	Stipend not to exceed \$9,000, less benefits	120269275-1356	November 1, 2014- June 1, 2015

**REASON FOR LATE SUBMITTAL: RECEIVED INFORMATION TOO LATE TO SUBMIT AT OCTOBER 16 BOARD MEETING.**

5.0 **INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
5.1	Taras, Howard, M. D. (Support Services)	Provide physician annual review and sign as District physician where and when needed	\$400.00	010019961-5813	November 15, 2014 - June 30, 2015

FOUNTAIN VALLEY SCHOOL DISTRICT  
**DONATION ACCEPTANCE FORM**

Federal ID# 95-6001370

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

SCHOOL RECEIVING DONATION: Cox Elementary

NAME OF DONOR: A+T Employee Giving

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.)

# 5600460328      \$ 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: 01032 0000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100132894310

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

REVIEWED: [Signature]      APPROVED/DISAPPROVED: 11-4-14  
Principal/Department Head      Date

REVIEWED: [Signature]      APPROVED/DISAPPROVED: 11/5/14  
Assistant Superintendent      Date  
Business/Administration

REVIEWED: \_\_\_\_\_      APPROVED/DISAPPROVED: \_\_\_\_\_  
Director, Technology/Media      Date

BOARD APPROVAL DATE: 11/13/14

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Masuda

NAME OF DONOR: Masuda PTA

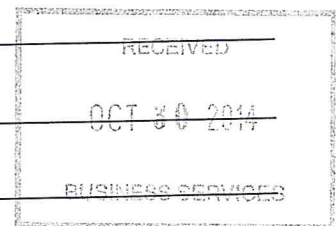
DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)  
112.63

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

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

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

REVENUE ACCT: 010144989 -8699  
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: See attached spreadsheet



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

REVIEWED: *Adams* APPROVED/DISAPPROVED: 10/29/14  
Principal/Department Head Date

REVIEWED: *[Signature]* APPROVED/DISAPPROVED: 10/31/14  
Assistant Superintendent Business/Administration Date

REVIEWED: \_\_\_\_\_ APPROVED/DISAPPROVED: \_\_\_\_\_  
Assistant Superintendent Instruction Date

BOARD APPROVAL DATE: 11/13/14



FOUNTAIN VALLEY SCHOOL DISTRICT  
**DONATION ACCEPTANCE FORM**

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SCHOOL RECEIVING DONATION: Talbert Middle School

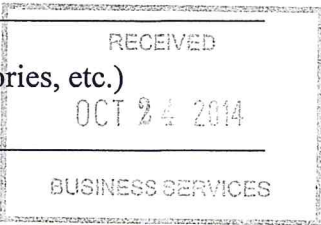
NAME OF DONOR: Talbert PTO

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.)  
\$275.08 check #3911

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

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

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



REVENUE ACCT: 010380000-8699  
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010143889-4311

INTENDED USE: (State how this will be used ) To be used for Cheryl Loukide's elective class

REVIEWED: Jennifer Morgan APPROVED/DISAPPROVED: 10/22/14  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/28/14  
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 11/13/14



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.)  
\$347.95 check #3912

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

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)  
6 Griffiti iPad Mount and Stands



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

REVENUE ACCT: 010380000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010143889-4311

INTENDED USE: (State how this will be used ) To be used for John Wood's elective class

REVIEWED: Jennifer Morgan APPROVED/DISAPPROVED: 10/22/14  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/28/14  
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 11/13/14

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.)  
\$1,038.32 check #3910

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

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

3 iPad mini's and 3 cases for ipad mini's



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

REVENUE ACCT: 010380000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010143889-4311

INTENDED USE: (State how this will be used ) To be used for John Wood's elective class

REVIEWED: Jennifer Mergem APPROVED/DISAPPROVED: 10/22/14  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/24/14  
Assistant Superintendent Business/Administration Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/28/14  
Assistant Superintendent Instruction Date

BOARD APPROVAL DATE: 11/13/14



FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Tamura

NAME OF DONOR: HB Assistance League – Huong Dao

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 #6032 \$500.00

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

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



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

REVENUE ACCT: 010100000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010011089 - 4399

INTENDED USE: (State how this will be used ) To be used to purchase an iPad Air 2

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/20/2014  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/24/14  
Assistant Superintendent Business/Administration Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/28/14  
Assistant Superintendent Instruction Date

BOARD APPROVAL DATE: 11/13/14

**FOUNTAIN VALLEY SCHOOL DISTRICT**

**BOARD MEETING NOVEMBER 13, 2014**

TO: Christine Fullerton  
FROM: Mino Nhek  
SUBJECT: Warrant Listing - Check Numbers 67034 - 67376  
DATES: 10/7/14 - 11/3/14

FUND 01	GENERAL FUND	\$458,116.74
FUND 12	CHILD DEVELOPMENT	\$15,770.76
FUND 13	CAFETERIA	\$81,055.61
FUND 25	CAPITAL FACILITIES	\$159,142.37
FUND 40	SPECIAL RESERVE	\$543,600.93
FUND 68	WORKERS COMP	\$64,183.93
FUND 69	INSURANCE	\$67,040.96
TOTAL		\$1,388,911.30

# FOUNTAIN VALLEY SD

## PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 11/13/2014

FROM 10/08/2014 TO 11/04/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20M4148	REFRIGERATION CONTROL COMPANY	270.40	270.40	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
I20M4149	REFRIGERATION CONTROL COMPANY	241.50	241.50	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
I20M4150	REGISTER	95.47	95.47	012869390 4325	Maintenance / Office Supplies
I20M4161	SCHOOL SPECIALTY	595.87	595.87	014869390 4347	STAR Building DO-Routine Maint / Repair & Upkeep Equip
I20M4163	HOME DEPOT	408.24	408.24	014869390 4347	STAR Building DO-Routine Maint / Repair & Upkeep Equip
I20M4164	ORTCO INC	675.00	675.00	012879390 5645	Vandalism / Outside Srvs-Repairs & Mainten
I20M4165	WEST LITE SUPPLY CO INC	739.50	739.50	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
I20M4167	BLAINE WINDOW HARDWARE	335.00	335.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
I20M4168	PLAY POWER LT FARMINGTON C/O P	2,070.08	2,070.08	012879390 4347	Vandalism / Repair & Upkeep Equip Supplies
I20M4169	COMMERCIAL DOOR OF ORANGE COUN	2,157.57	2,157.57	012879390 5645	Vandalism / Outside Srvs-Repairs & Mainten
I20M4170	ROBERT SKEELS & COMPANY	630.68	630.68	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
I20M4172	HILLYARD / LOS ANGELES	2,517.57	1,258.50	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
I20M4173	HILLYARD / LOS ANGELES	490.78	490.78	012889390 4340	Custodial / Custodial Supplies
I20M4174	MCKINLEY ELEVATOR CORP	339.14	339.14	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
I20M4176	LYTLE SCREEN PRINTING INC.	5,533.92	5,533.92	012869390 5580	Maintenance / Uniform Cleaning
I20M4177	HOME DEPOT	750.00	750.00	012899390 4343	Gardening / Gardening Supplies
I20M4178	REFRIGERATION CONTROL COMPANY	1,652.26	1,652.26	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
I20M4179	DAPPER TIRE COMPANY	9,000.00	9,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
I20M4181	REFRIGERATION CONTROL COMPANY	94.00	94.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
I20M4182	REFRIGERATION CONTROL COMPANY	328.55	328.55	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
I20M4183	CRANDALL'S PLUMBING INC.	695.00	695.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
I20R0604	SOUTHWEST SCHOOL AND OFFICE SU	800.00	800.00	010143889 4311	Donations - Talbert / Elective Supplies
I20R0615	AMAZON.COM LLC	51.84	51.84	010013789 4310	Donations - Oka / Instructional Supplies
I20R0619	AMAZON.COM LLC	948.24	948.24	012109077 4410	Website & Social Media / Fixed Assets \$500-\$5000
I20R0622	CENGAGE LEARNING	2,354.67	2,354.67	012334955 4310	Title III-LEP-Masuda / Instructional Supplies
I20R0625	OFFICE DEPOT	89.54	89.54	012719165 4325	Superintendent / Office Supplies
I20R0626	OCSBA	128.00	32.00	012719165 5210	Superintendent / Travel, Conference, Workshop
			96.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
I20R0628	CASBO	525.00	525.00	012719380 5210	Business Department / Travel, Conference, Workshop
I20R0631	MCGRAW HILL	340.62	340.62	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
I20R0633	AMAZON.COM LLC	349.42	343.42	010013189 4399	Donations - Gisler / Equipment Under \$500
			6.00	010013189 5899	Donations - Gisler / Other Operating Expenses
I20R0634	AMAZON.COM LLC	134.99	134.99	010013289 4399	Donations - Cox / Equipment Under \$500

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 11/13/2014**

**FROM 10/08/2014 TO 11/04/2014**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20R0635	CDWG	556.54	500.54	010013289 4399	Donations - Cox / Equipment Under \$500
			50.00	010013289 5826	Donations - Cox / Licensing/Software,Maint/Supp
			6.00	010013289 5899	Donations - Cox / Other Operating Expenses
I20R0636	CDWG	556.54	500.54	010013289 4399	Donations - Cox / Equipment Under \$500
			50.00	010013289 5826	Donations - Cox / Licensing/Software,Maint/Supp
			6.00	010013289 5899	Donations - Cox / Other Operating Expenses
I20R0637	CDWG	556.54	500.54	010013189 4399	Donations - Gisler / Equipment Under \$500
			50.00	010013189 5826	Donations - Gisler / Licensing/Software,Maint/Supp
			6.00	010013189 5899	Donations - Gisler / Other Operating Expenses
I20R0638	CDWG	556.54	500.54	010013789 4399	Donations - Oka / Equipment Under \$500
			50.00	010013789 5826	Donations - Oka / Licensing/Software,Maint/Supp
			6.00	010013789 5899	Donations - Oka / Other Operating Expenses
I20R0639	GST	40.37	40.37	010014789 4320	PTA Donations - Courreges / Computer Supplies
I20R0640	GST	40.37	40.37	010014789 4320	PTA Donations - Courreges / Computer Supplies
I20R0641	GST	40.37	40.37	010014789 4320	PTA Donations - Courreges / Computer Supplies
I20R0642	GST	20.19	20.19	010013289 4320	Donations - Cox / Computer Supplies
I20R0643	REVENUE ENHANCEMENT GROUP INC.	1,173.41	1,173.41	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
I20R0644	GST	20.19	20.19	010013189 4320	Donations - Gisler / Computer Supplies
I20R0645	GST	20.19	20.19	010013189 4320	Donations - Gisler / Computer Supplies
I20R0646	GST	20.19	20.19	010011689 4320	Donations - Newland / Computer Supplies
I20R0647	GST	20.19	20.19	010011689 4320	Donations - Newland / Computer Supplies
I20R0648	GST	25.69	25.69	010013289 4320	Donations - Cox / Computer Supplies
I20R0649	GST	25.69	25.69	010013789 4320	Donations - Oka / Computer Supplies
I20R0650	GST	25.69	25.69	010013789 4320	Donations - Oka / Computer Supplies
I20R0653	APPLE COMPUTER ORDER DEPARTMEN	651.84	645.84	010014789 4399	PTA Donations - Courreges / Equipment Under \$500
			6.00	010014789 5899	PTA Donations - Courreges / Other Operating Expenses
I20R0654	APPLE COMPUTER ORDER DEPARTMEN	651.84	645.84	010014789 4399	PTA Donations - Courreges / Equipment Under \$500
			6.00	010014789 5899	PTA Donations - Courreges / Other Operating Expenses
I20R0655	APPLE COMPUTER ORDER DEPARTMEN	651.84	645.84	010014789 4399	PTA Donations - Courreges / Equipment Under \$500
			6.00	010014789 5899	PTA Donations - Courreges / Other Operating Expenses
I20R0656	APPLE COMPUTER ORDER DEPARTMEN	325.92	322.92	010013289 4399	Donations - Cox / Equipment Under \$500
			3.00	010013289 5899	Donations - Cox / Other Operating Expenses
I20R0657	APPLE COMPUTER ORDER DEPARTMEN	325.92	322.92	010013189 4399	Donations - Gisler / Equipment Under \$500
			3.00	010013189 5899	Donations - Gisler / Other Operating Expenses

# FOUNTAIN VALLEY SD

## PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 11/13/2014

FROM 10/08/2014 TO 11/04/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20R0658	APPLE COMPUTER ORDER DEPARTMEN	325.92	322.92	010013189 4399	Donations - Gisler / Equipment Under \$500
			3.00	010013189 5899	Donations - Gisler / Other Operating Expenses
I20R0659	APPLE COMPUTER ORDER DEPARTMEN	433.92	430.92	010011689 4399	Donations - Newland / Equipment Under \$500
			3.00	010011689 5899	Donations - Newland / Other Operating Expenses
I20R0660	APPLE COMPUTER ORDER DEPARTMEN	433.92	430.92	010013289 4399	Donations - Cox / Equipment Under \$500
			3.00	010013289 5899	Donations - Cox / Other Operating Expenses
I20R0661	APPLE COMPUTER ORDER DEPARTMEN	325.92	322.92	010011689 4399	Donations - Newland / Equipment Under \$500
			3.00	010011689 5899	Donations - Newland / Other Operating Expenses
I20R0662	APPLE COMPUTER ORDER DEPARTMEN	433.92	430.92	010013789 4399	Donations - Oka / Equipment Under \$500
			3.00	010013789 5899	Donations - Oka / Other Operating Expenses
I20R0663	APPLE COMPUTER ORDER DEPARTMEN	433.92	430.92	010013789 4399	Donations - Oka / Equipment Under \$500
			3.00	010013789 5899	Donations - Oka / Other Operating Expenses
I20R0665	BRAINPOP	2,262.60	2,262.60	010113755 5826	Title I - Oka / Licensing/Software,Maint/Supp
I20R0666	BEARCOM	2,371.55	2,371.55	010124949 4399	Pacific Life Grant - Masuda / Equipment Under \$500
I20R0667	ORANGE COUNTY DEPARTMENT OF ED	325.00	325.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
I20R0668	ORANGE COUNTY DEPARTMENT OF ED	75.00	75.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
I20R0670	SURPLUS TWO WAY RADIOS	503.48	503.48	010014089 4310	Donations - Plavan / Instructional Supplies
I20R0672	ESSENTIAL SKILLS SOFTWARE INC.	2,729.70	2,729.70	010113755 5826	Title I - Oka / Licensing/Software,Maint/Supp
I20R0673	PESI INC	199.99	199.99	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
I20R0676	AMAZON.COM LLC	53.99	53.99	011404955 4399	Library Services - Masuda / Equipment Under \$500
I20R0677	SURPLUS TWO WAY RADIOS	135.00	135.00	012722929 4347	Sch Site Admin - Fulton / Repair & Upkeep Equip Supplies
I20R0681	SURPLUS TWO WAY RADIOS	521.64	521.64	010011089 4399	Donations - Tamura / Equipment Under \$500
I20R0684	BADGE COMPANY, THE	78.97	78.97	012739963 4327	Medi-Cal Billing-Health Serv. / Health Supplies
I20R0685	SARSON USA INC	891.81	891.81	012539961 4310	Tobacco-Use-OCDE Adminstrative / Instructional Supplies
I20R0692	DON JOHNSTON INC.	430.92	430.92	010019962 5826	Medi-Cal Billing - S&L / Licensing/Software,Maint/Supp
I20R0693	CERTIFIED TRANSPORTATION BUS C	6,240.00	6,240.00	010013289 5811	Donations - Cox / Transportation Outside Agency
I20R0694	THERAPRO INC	87.55	87.55	012739964 4310	Medi-Cal Billing-OT Services / Instructional Supplies
I20R0696	BENTLEY PRINTING & GRAPHICS IN	238.81	238.81	012719380 4325	Business Department / Office Supplies
I20R0697	NATIONAL SCIENCE TEACHERS ASSO	350.00	350.00	010189275 5210	Beckman Science Incentive-Inst / Travel, Conference,
I20R0698	PEARSON	2,300.25	2,300.25	010019961 4322	Medi-Cal Billing-Instructional / Testing Supplies
I20R0700	PSYCHOLOGICAL ASSESSMENT RESOU	401.24	401.24	010019961 4322	Medi-Cal Billing-Instructional / Testing Supplies
I20R0701	WESTERN PSYCHOLOGICAL	336.20	336.20	010019961 4322	Medi-Cal Billing-Instructional / Testing Supplies
I20R0702	LINGUISYSTEMS INC.	90.62	90.62	010019961 4322	Medi-Cal Billing-Instructional / Testing Supplies
I20R0703	SCHOOL NURSE SUPPLY INC	117.21	117.21	012734949 4327	Health Supplies - Masuda / Health Supplies

# FOUNTAIN VALLEY SD

## PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 11/13/2014

FROM 10/08/2014 TO 11/04/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20R0704	STAPLES	100.00	100.00	012723131 4310	Sch Site Admin - Gisler / Instructional Supplies
I20R0705	OFFICE DEPOT	576.07	576.07	012719380 4399	Business Department / Equipment Under \$500
I20R0707	EVALUMETRICS INC	1,200.00	1,200.00	017109275 5813	Testing / Consultant
I20R0708	CHIDESTER, MARGARET A.	100.00	100.00	012159470 5830	Personnel - Legal Services / Legal Fees
I20R0709	APPLE COMPUTER ORDER DEPARTMEN	628.32	628.32	010011089 4410	Donations - Tamura / Fixed Assets \$500-\$5000
I20R0710	SOUTHWEST SCHOOL AND OFFICE SU	170.00	170.00	010011089 4310	Donations - Tamura / Instructional Supplies
I20R0711	CPAC	722.30	722.30	010114055 4310	Title I - Plavan / Instructional Supplies
I20R0712	LEADERSHIP ASSOCIATES	23,500.00	23,500.00	012719166 5899	Board of Trustees / Other Operating Expenses
I20R0713	RENAISSANCE LEARNING INC	757.50	757.50	010114955 5826	Title I - Masuda / Licensing/Software,Maint/Supp
I20R0714	ORANGE COUNTY DEPARTMENT OF ED	13.30	13.30	010028255 5899	Intervention-Administrative / Other Operating Expenses
I20R0716	PEARSON ASSESSMENTS	495.70	495.70	010019961 4322	Medi-Cal Billing-Instructional / Testing Supplies
I20R0718	WESTERN PSYCHOLOGICAL	356.40	356.40	010019961 4322	Medi-Cal Billing-Instructional / Testing Supplies
I20R0719	MOREYS MUSIC STORE INC	349.71	349.71	010099276 5645	Instrumental Music-Insurance / Outside Srvs-Repairs &
I20R0720	SURPLUS TWO WAY RADIOS	173.88	173.88	010011089 4399	Donations - Tamura / Equipment Under \$500
I20R0721	INSTITUTE FOR BRAIN POTENTIAL	79.00	79.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
I20R0722	AMAZON.COM LLC	26.25	26.25	012109078 4325	Tech/Media Office Operation / Office Supplies
I20R0723	STRATEGIES UNLIMITED INC.	7,500.00	7,500.00	010018255 5813	Title I - Instructional / Consultant
I20R0724	SOUTHWEST SCHOOL AND OFFICE SU	300.00	300.00	015104060 4310	Special Ed. - Plavan SDC / Instructional Supplies
I20R0726	EAGLE SOFTWARE INC.	200.00	200.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
I20R0727	BRAINPOP	4,072.68	4,072.68	010114055 5826	Title I - Plavan / Licensing/Software,Maint/Supp
I20R0728	OFFICE DEPOT	100.00	100.00	012849380 4325	Fiscal Services / Office Supplies
I20R0729	CDWG	76.28	76.28	012849380 4325	Fiscal Services / Office Supplies
I20R0730	ARIEL SUPPLY INC.	1,865.06	1,865.06	010019961 4320	Medi-Cal Billing-Instructional / Computer Supplies
I20R0732	GOODWILL INDUSTRIES	375.00	375.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
I20R0733	DELUXE BUSINESS CHECKS & SOLUT	244.85	244.85	012849380 4325	Fiscal Services / Office Supplies
I20R0734	GOODWILL INDUSTRIES	250.00	250.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
I20R0737	VASIN SIGN SOLUTIONS INC.	644.50	644.50	012719166 5828	Board of Trustees / Staff Recognition
I20R0739	VASIN SIGN SOLUTIONS INC.	644.50	644.50	012719166 5828	Board of Trustees / Staff Recognition
I20R0740	APPERSON INC.	105.60	105.60	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
I20R0741	SOUTHWEST SCHOOL AND OFFICE SU	270.00	270.00	010239275 4310	School Nurse Expansion Project / Instructional Supplies
I20R0742	METRO BUSINESS SOLUTIONS INC.	172.78	172.78	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
I20R0743	MENTORING MINDS L.P.	289.41	289.41	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
I20R0744	GST	13,198.89	12,002.01	010011089 4399	Donations - Tamura / Equipment Under \$500
			1,196.88	010011089 4410	Donations - Tamura / Fixed Assets \$500-\$5000



# FOUNTAIN VALLEY SD

## PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 11/13/2014

FROM 10/08/2014 TO 11/04/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20R0745	APPLE COMPUTER ORDER DEPARTMEN	522.24	522.24	010011089 4399	Donations - Tamura / Equipment Under \$500
I20R0753	API FUND FOR PAYROLL EDUCATION	429.00	429.00	012849470 5210	Payroll Fiscal Services / Travel, Conference, Workshop
I20R0766	ORANGE COUNTY SANITATION DISTR	9,644.00	9,644.00	012869390 5570	Maintenance / Sanitation Fees
I20S8016	METRO BUSINESS SOLUTIONS INC.	2,138.40	2,138.40	011000000 9320	Revenue Limit - State Revenues / STORES
I20S8017	LIBERTY FLAGS	659.41	659.41	011000000 9320	Revenue Limit - State Revenues / STORES
I20S8018	WAXIE	7,550.07	7,550.07	011000000 9320	Revenue Limit - State Revenues / STORES
<b>Fund 01 Total:</b>		<b>145,279.06</b>	<b>144,019.99</b>		

# FOUNTAIN VALLEY SD

## PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 11/13/2014

FROM 10/08/2014 TO 11/04/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20R0613	LAKESHORE LEARNING MATERIALS	162.00	162.00	120016098 4310	Extended School Instructional / Instructional Supplies
I20R0623	SCHOOL SPECIALTY	43.14	43.14	120016098 4310	Extended School Instructional / Instructional Supplies
I20R0624	SOFTERWARE	426.60	426.60	120336098 5826	Extended School Administration /
I20R0627	DISCOUNT SCHOOL SUPPLY	135.00	135.00	120016998 4310	Child Dev Plavan Presch-Instr / Instructional Supplies
I20R0629	SURPLUS TWO WAY RADIOS	867.40	867.40	120016098 4399	Extended School Instructional / Equipment Under \$500
I20R0630	ARIEL SUPPLY INC.	162.00	162.00	120336098 4325	Extended School Administration / Office Supplies
I20R0632	TARGET STORES	108.00	108.00	120016098 4310	Extended School Instructional / Instructional Supplies
I20R0651	AMAZON.COM LLC	27.12	27.12	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
I20R0664	TARGET STORES	378.00	378.00	120016098 4310	Extended School Instructional / Instructional Supplies
I20R0669	TARGET STORES	216.00	216.00	120016098 4310	Extended School Instructional / Instructional Supplies
I20R0678	TOYS R US	270.00	270.00	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
I20R0679	BEST BUY GOV LLC	1,485.96	1,485.96	120016098 4410	Extended School Instructional / Fixed Assets \$500-\$5000
I20R0680	STAPLES	108.00	108.00	120336098 4325	Extended School Administration / Office Supplies
I20R0682	PARTY BOUNCE	399.60	399.60	120016098 5610	Extended School Instructional / Outside Services - Rentals
I20R0683	ORANGE COUNTY COUNCIL, BOY SCO	1,080.00	1,080.00	120016086 5812	Outdoor Education - Child Dev / Admission Costs
I20R0686	SURPLUS TWO WAY RADIOS	1,417.50	1,417.50	120336098 4325	Extended School Administration / Office Supplies
I20R0691	AMAZON.COM LLC	47.64	47.64	120016098 4310	Extended School Instructional / Instructional Supplies
I20R0706	TOYS R US	270.00	270.00	120016098 4310	Extended School Instructional / Instructional Supplies
I20R0725	AMAZON.COM LLC	683.83	683.83	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
I20R0731	SAN JULIAN DISCOUNT MART INC D	118.80	118.80	120016098 4310	Extended School Instructional / Instructional Supplies
I20R0735	TOYS R US	216.00	216.00	120016098 4310	Extended School Instructional / Instructional Supplies
I20R0736	LAKESHORE LEARNING MATERIALS	216.00	216.00	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
I20R0738	STAPLES	216.00	216.00	120016098 4310	Extended School Instructional / Instructional Supplies
<b>Fund 12 Total:</b>		<b>9,054.59</b>	<b>9,054.59</b>		

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT BY FUND**

**BOARD OF TRUSTEES MEETING 11/13/2014**

**FROM 10/08/2014**

**TO 11/04/2014**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20R0675	JERSEY MIKE'S SUBS	28,000.00	28,000.00	133207380 4710	Cafeteria Fund / Food
I20R0689	AMAZON.COM LLC	38.87	38.87	133207380 4320	Cafeteria Fund / Computer Supplies
I20R0690	CHEFS' TOYS	347.54	347.54	133207380 4399	Cafeteria Fund / Equipment Under \$500
<b>Fund 13 Total:</b>		<b>28,386.41</b>	<b>28,386.41</b>		

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 11/13/2014**

**FROM 10/08/2014 TO 11/04/2014**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20M4166	ROBERT SKEELS & COMPANY	1,319.78	1,319.78	402998990 4347	Moiola Improvement Projects / Repair & Upkeep Equip
I20M4171	TOMARK SPORTS	2,499.90	2,499.90	402869380 5899	Spec Res Maintenance Services / Other Operating Expenses
I20M4180	TIME AND ALARM SYSTEMS INC.	14,977.00	14,977.00	402869380 6218	Spec Res Maintenance Services / Electrical Building
I20R0767	OFFICE DEPOT	1,697.72	561.58	402869380 4399	Spec Res Maintenance Services / Equipment Under \$500
			1,136.14	402869380 4410	Spec Res Maintenance Services / Fixed Assets \$500-\$5000
I20R0768	GST	2,211.30	2,211.30	402869380 4410	Spec Res Maintenance Services / Fixed Assets \$500-\$5000
I20R0769	SOUTHWEST SCHOOL AND OFFICE SU	466.52	466.52	402869380 4399	Spec Res Maintenance Services / Equipment Under \$500
I20R0770	VIRCO MANUFACTURING	1,169.32	1,169.32	402869380 4399	Spec Res Maintenance Services / Equipment Under \$500
	<b>Fund 40 Total:</b>	<b>24,341.54</b>	<b>24,341.54</b>		

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 11/13/2014**

**FROM 10/08/2014 TO 11/04/2014**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20M4162	GRAINGER INC.	128.22	128.22	682719470 4325	Workers Comp Admin / Office Supplies
I20M4172	HILLYARD / LOS ANGELES	2,517.57	1,259.07	682719470 5899	Workers Comp Admin / Other Operating Expenses
I20R0687	NORTHERN CALIFORNIA GLOVE & SA	197.64	197.64	682719470 4325	Workers Comp Admin / Office Supplies
	<b>Fund 68 Total:</b>	<b>2,843.43</b>	<b>1,584.93</b>		

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 11/13/2014**

**FROM 10/08/2014 TO 11/04/2014**

<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:			207,387.46		

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**

BOARD OF TRUSTEES

11/13/2014

FROM 10/08/2014 TO 11/04/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20M4022	HOME DEPOT	5,500.00	+2,500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
I20M4025	SMARDEN SUPPLY COMPANY	7,000.00	+2,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
I20M4140	SURPLUS TWO WAY RADIOS	562.50	+187.50	012869390 5910	Maintenance / Communications - Telephones
I20R0287	SOUTHWEST SCHOOL AND OFFICE SU	150.00	+50.00	012849380 4325	Fiscal Services / Office Supplies
I20R0293	SOUTHWEST SCHOOL AND OFFICE SU	4,100.00	+600.00	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
I20R0294	SOUTHWEST SCHOOL AND OFFICE SU	1,400.00	+700.00	012722929 4325	Sch Site Admin - Fulton / Office Supplies
I20R0312	DE LAGE LANDEN FINANCIAL SERVI	7,132.96	+3,516.48	012059385 5640	Publications / Outside Services - Leases
I20R0354	PROMOTE MARKETING CONCEPTS INC	3,398.40	+3,398.40	012719165 4410	Superintendent / Fixed Assets \$500-\$5000
			-3,296.70	012719165 5899	Superintendent / Other Operating Expenses
I20R0399	CDWG	3,293.45	-985.52	012289963 4410	MAA - Instructional / Fixed Assets \$500-\$5000
I20R0410	SOUTHWEST SCHOOL AND OFFICE SU	3,310.83	-189.17	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
I20R0500	SOUTHWEST SCHOOL AND OFFICE SU	500.00	+400.00	015513860 4310	Special Ed. - Talbert RSP / Instructional Supplies
I20R0534	SOUTHWEST SCHOOL AND OFFICE SU	123.00	+100.00	015643860 4310	Special Ed. - Talbert S&L / Instructional Supplies
I20R0578	LYTLE SCREEN PRINTING INC.	1,284.42	+1,284.42	016919295 4349	7240 SpEd Transportaion-Fuel / Transportation Supplies
			-1,084.86	016919295 5580	7240 SpEd Transportaion-Fuel / Uniform Cleaning
I20S8013	P & R PAPER SUPPLY COMPANY	1,234.34	+177.99	011000000 9320	Revenue Limit - State Revenues / STORES
	<b>Fund 01 Total:</b>		<b>+9,358.54</b>		

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**

BOARD OF TRUSTEES

11/13/2014

FROM 10/08/2014 TO 11/04/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20R0218	SMART & FINAL	1,117.28	+37.28	123206498 4710	Child Dev Oka Preschool-Food / Food
I20R0231	SMART & FINAL	1,042.72	-37.28	123206198 4710	State Preschool Food Services / Food
I20M4041	A-1 FENCE COMPANY	8,992.00	+1,004.00	404839380 6112	Energy Efficient Project / Site Improvement - Landscaping
I20M4141	R JENSEN CO INC.	19,045.00	-283,955.00	402869380 6170	Spec Res Maintenance Services / Land Improvements
I20M4146	SILVER CREEK INDUSTRIES INC.	10,361.64	-196,871.11	402869380 6250	Spec Res Maintenance Services / Building
<b>Fund 40 Total:</b>			<b>-479,822.11</b>		



**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**

**BOARD OF TRUSTEES 11/13/2014**

**FROM 10/08/2014 TO 11/04/2014**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
<b>Total Account Amount:</b>			<b>-470,463.57</b>		

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2015 16

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

<b>Fund: 0101 GENERAL FUND</b>
--------------------------------

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
1100	TEACHERS' SALARIES	41,496.00	16,647.00
1200	CERTIFICATED PUPIL SUPPORT	29,064.00	242.00
1300	SUPERVISION AND ADMINISTRATORS	1,371.00	
2100	INSTRUCTIONAL AIDES' SALARIES	15,886.00	11,420.00
2900	OTHER CLASSIFIED SALARIES		59.00
3101	STRS-CERTIFICATED POSITIONS	5,856.00	9,434.00
3202	PERS-CLASSIFIED	11,691.00	19,558.00
3313	MEDICARE-CERTIFICATED	1,123.00	269.00
3314	MEDICARE-CLASSIFIED	205.00	440.00
3353	ARP-CERTIFICATED	1.00	2.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	168.00	193.00
3356	OASDI-CLASSIFIED	876.00	1,889.00
3501	SUI-CERTIFICATED	37.00	9.00
3502	SUI-CLASSIFIED	8.00	18.00
3601	WORKERS'COMP-CERTIFICATED	1,388.00	2,892.00
3602	WORKERS'COMP-CLASSIFIED	326.00	1,206.00
3953	Long Term Disability-Cert		775.00
4200	BOOKS OTHER THAN TEXTBOOKS		10.00
4300	MATERIALS & SUPPLIES		21,220.00
5100	SUBAGREEMENTS FOR SERVICE	400,000.00	406,368.00
5200	TRAVEL & CONFERENCES		6.00
5500	OPERATIONS & HOUSEKEEPNG SVCS	184,939.00	74,000.00
5600	RENTAL,LEASE,REPAIR & NON CAP		78,000.00
5800	PROF/CONS SERV & OPER EXPENSE	301,960.00	313,334.00
5900	COMMUNICATIONS	11,000.00	
7141	Excess Costs/Deficit Pay-Schls	95,492.00	125,558.00
7142	Excess Costs/County Offices	71,909.00	
7310	TRANSFER OF INDIRECT COSTS	381.00	18,363.00
8200	FEDERAL INCOME	657.00	150,271.00
8500	STATE INCOME		484.00
8600	LOCAL INCOME	21,149.00	440,619.00
9740	RESTRICTED BALANCE	95,855.00	125,475.00
9790	UNASSIGNED/UNAPPROPRIATED	153,855.00	767,068.00

**FOUNTAIN VALLEY SD**  
**Adjustment of Funds**

Reference #:  
2015 16

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

**Fund: 0101 GENERAL FUND**

Object	Description	FROM	TO
<b>Subfund Total:</b>		<b>1,446,693.00</b>	<b>2,585,829.00</b>

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

2015 17

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

### Fund: 1212 CHILD DEVELOPMENT

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
2100	INSTRUCTIONAL AIDES' SALARIES	23,873.00	16,550.00
3202	PERS-CLASSIFIED	206.00	169.00
3314	MEDICARE-CLASSIFIED	29.00	
3356	OASDI-CLASSIFIED	124.00	188.00
3502	SUI-CLASSIFIED	1.00	9.00
3602	WORKERS'COMP-CLASSIFIED	216.00	411.00
4300	MATERIALS & SUPPLIES	4,674.00	986.00
4700	FOOD		19,000.00
5800	PROF/CONS SERV & OPER EXPENSE	17,945.00	1,337.00
7350	TRANSFER INDIRECT COST IFT		8,494.00
8500	STATE INCOME		4,732.00
8600	LOCAL INCOME	16,728.00	4,523.00
9740	RESTRICTED BALANCE	16,211.00	8,662.00
<b>Subfund Total:</b>		<b>80,007.00</b>	<b>65,061.00</b>

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

2015 18

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

<b>Fund: 4040 SPECIAL RESERVE/C.O.P.</b>
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<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
4300	MATERIALS & SUPPLIES		358.00
4400	NONCAPITALIZATION EQUIPMENT		14,316.00
5600	RENTAL,LEASE,REPAIR & NON CAP		4,083.00
5800	PROF/CONS SERV & OPER EXPENSE		515,642.00
6100	SITES AND IMPROVEMENT OF SITES		23,776.00
6200	BUILDING AND IMPROVE OF BLDGS	282,285.00	897,916.00
8500	STATE INCOME		266,083.00
8600	LOCAL INCOME	364,719.00	
9780	OTHER ASSIGNMENTS	1,272,442.00	
<b>Subfund Total:</b>		<b>1,919,446.00</b>	<b>1,722,174.00</b>

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

2015 10

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

<b>Fund: 0101 GENERAL FUND</b>
--------------------------------

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
1100	TEACHERS' SALARIES	24,834.00	17,254.00
1200	CERTIFICATED PUPIL SUPPORT	16,751.00	12,571.00
2100	INSTRUCTIONAL AIDES' SALARIES	21,827.00	3,269.00
2200	CLASSIFIED SUPPORT	29,790.00	3,703.00
2300	SUPERVISION AND ADMINSTRATOR	5,303.00	
2400	CLERICAL & OFFICE SALARIES	4,040.00	18,482.00
2900	OTHER CLASSIFIED SALARIES	60.00	9,611.00
3101	STRS-CERTIFICATED POSITIONS	1,908.00	12,620.00
3202	PERS-CLASSIFIED	21,659.00	10,598.00
3313	MEDICARE-CERTIFICATED	450.00	501.00
3314	MEDICARE-CLASSIFIED	850.00	1,452.00
3353	ARP-CERTIFICATED	487.00	
3354	ALTERNATIVE RETIRE-CLASSIFIED	211.00	
3356	OASDI-CLASSIFIED	3,673.00	6,209.00
3402	HEALTH & WELFARE-CLASSIFIED	4,000.00	2,000.00
3501	SUI-CERTIFICATED	13.00	6.00
3502	SUI-CLASSIFIED	31.00	51.00
3601	WORKERS'COMP-CERTIFICATED	848.00	8,742.00
3602	WORKERS'COMP-CLASSIFIED	1,220.00	3,545.00
3953	Long Term Disability-Cert	3.00	155.00
3954	Long Term Disability-Class		29.00
4300	MATERIALS & SUPPLIES	37,602.00	72,893.00
4400	NONCAPITALIZATION EQUIPMENT		740.00
5200	TRAVEL & CONFERENCES		8,980.00
5300	DUES AND MEMBERSHIPS		2,100.00
5500	OPERATIONS & HOUSEKEEPNG SVCS		1,800.00
5600	RENTAL,LEASE,REPAIR & NON CAP	30,179.00	25,633.00
5800	PROF/CONS SERV & OPER EXPENSE	210,598.00	33,151.00
5900	COMMUNICATIONS		22,850.00
7310	TRANSFER OF INDIRECT COSTS	18,363.00	381.00
7350	TRANSFER INDIRECT COST IFT	8,494.00	
9740	RESTRICTED BALANCE	144,163.00	7,367.00
9790	UNASSIGNED/UNAPPROPRIATED	8,503.00	309,167.00

# FOUNTAIN VALLEY SD

Reference #:

## Transfer of Funds

2015 10

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

**Fund: 0101 GENERAL FUND**

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
	<b>Subfund Total:</b>	<b>595,860.00</b>	<b>595,860.00</b>

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

## Transfer of Funds

Reference #:  
2015 11

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

### Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
2100	INSTRUCTIONAL AIDES' SALARIES	16.00	7,016.00
3202	PERS-CLASSIFIED		1,422.00
3314	MEDICARE-CLASSIFIED		101.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		271.00
3356	OASDI-CLASSIFIED		434.00
3502	SUI-CLASSIFIED		3.00
3602	WORKERS'COMP-CLASSIFIED		368.00
3954	Long Term Disability-Class	29.00	
4300	MATERIALS & SUPPLIES	40,500.00	25,441.00
4700	FOOD		39,000.00
5200	TRAVEL & CONFERENCES		1,000.00
5800	PROF/CONS SERV & OPER EXPENSE	34,935.00	5,500.00
9740	RESTRICTED BALANCE		30,029.00
9790	UNASSIGNED/UNAPPROPRIATED	35,105.00	
<b>Subfund Total:</b>		<b>110,585.00</b>	<b>110,585.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, November 13, 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**  
**Transfer of Funds**

Reference #:  
2015 12

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

**Fund: 1313 CAFETERIA FUND**

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
3202	PERS-CLASSIFIED		129.00
3602	WORKERS'COMP-CLASSIFIED		51.00
4300	MATERIALS & SUPPLIES	50.00	
5900	COMMUNICATIONS		50.00
9740	RESTRICTED BALANCE	180.00	
<b>Subfund Total:</b>		<b>230.00</b>	<b>230.00</b>

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

2015 13

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

<b>Fund: 2525 CAPITAL FACILITIES</b>
--------------------------------------

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
5600	RENTAL,LEASE,REPAIR & NON CAP		3,522.00
6100	SITES AND IMPROVEMENT OF SITES	58,757.00	
6200	BUILDING AND IMPROVE OF BLDGS		55,235.00
<b>Subfund Total:</b>		<b>58,757.00</b>	<b>58,757.00</b>

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

2015 14

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

### Fund: 6768 INSURANCE-WCI

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
5800	PROF/CONS SERV & OPER EXPENSE		42,963.00
9790	UNASSIGNED/UNAPPROPRIATED	42,963.00	
<b>Subfund Total:</b>		<b>42,963.00</b>	<b>42,963.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, November 13, 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**  
**Transfer of Funds**

Reference #:  
2015 15

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

**Fund: 6769 INSURANCE HEALTH/WELFARE**

Object	Description	FROM	TO
3202	PERS-CLASSIFIED		233.00
3408	Health Ins. Abate.-Certificate		6,000.00
3409	Health Ins. Abate.-Classified		2,000.00
3602	WORKERS'COMP-CLASSIFIED		3.00
4300	MATERIALS & SUPPLIES		100.00
9790	UNASSIGNED/UNAPPROPRIATED	8,336.00	
<b>Subfund Total:</b>		<b>8,336.00</b>	<b>8,336.00</b>

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

SO 2014-15/B15-12  
Fountain Valley School District  
SUPERINTENDENT'S OFFICE

M E M O R A N D U M

TO: Board of Trustees  
FROM: Rina Hansen, Executive Assistant  
SUBJECT: **Selection of Date of Annual Organizational Meeting**  
DATE: November 7, 2014

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**Background**

The provisions of Education Code Sections 35143 and 72000 require the governing board of each school district and community college district to hold an annual organizational meeting within a prescribed 15-day period. For 2014, this period is from December 5 through December 19. The law further requires that unless otherwise provided by rule of the governing board, the day and time of the annual organizational meeting shall be selected by the board at its regular meeting held immediately prior to the first day of the 15-day period.

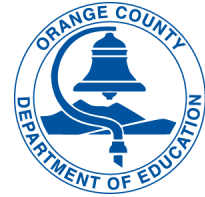
Board Bylaw 9100 of the Board of Trustees also addresses the Annual Organizational Meeting and states, "the Board shall hold an annual organizational meeting within the time limits prescribed by law."

**Recommendation**

It is recommended that the Board of Trustees select Thursday, December 11, 2014 as the date of the annual organizational meeting. The meeting shall begin at 7pm.

Print Form

Submit Form by Email



Orange County Department of Education  
200 Kalmus Drive  
Costa Mesa, CA  
92628

October 2, 2014

In accordance with Education Code Sections 35143 and 72000, the governing board of each school district, community college district, or regional occupational program must hold an annual organizational meeting within a prescribed 15-day period commencing with the first day of the term of office following the November election. For 2014, this 15-day period runs December 5th through December 19th. Further, the Education Code requires each governing board to notify the county superintendent of schools of the day and time selected for the organizational meeting.

Please return this form with the information below by *Wednesday, November 26th* to:

Laurie Weiss, Manager Business Services  
Orange County Department of Education  
200 Kalmus Drive, Costa Mesa, CA 92628  
[lweiss@ocde.us](mailto:lweiss@ocde.us)  
Phone: (714) 966-4234

## Organizational Meeting Information

<b>District Name:</b>	Fountain Valley School District
<b>Meeting Date:</b>	December 11, 2014
<b>Meeting Time:</b>	7pm

## District Contact Information

<b>Name:</b>	Marc Ecker, Ph.D.
<b>Title:</b>	Superintendent
<b>Phone:</b>	714.843.3255
<b>Email:</b>	eckerm@fvsd.us



# FOUNTAIN VALLEY SCHOOL DISTRICT

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

## Memorandum

**TO:** Marc Ecker, Superintendent

**FROM:** Julianne Hoefer, Director, Assessment and Accountability

**DATE:** November 13, 2014

**SUBJECT:** Revision to Board Policy 6162.5 Student Assessment (Second Reading and Adoption)

---

### Background

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

Board Policy 6162.5 Student Assessment was updated to reflect the new law AB 97 which requires the use of statewide assessments as one measure of the district's LCAP goals for student achievement. It also revised the definition of "numerically significant" student subgroups which are used to ensure all students demonstrate comparable improvement in academic achievement. Board Policy 6162.5 also reflects the new law AB 484 which replaces the Standardized Testing and Reporting program with the California Assessment of Student Performance and Progress (CAASPP) and changes the content required for the individual record of accomplishment to include results of the CAASPP or any predecessor assessment.

The Administrative Regulation has been suspended until additional guidance is provided for the administration of the CAASPP.

### Recommendation:

It is recommended that revisions to Board Policy 6162.5 Student Assessment be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

**STUDENT ASSESSMENT**

The Governing Board recognizes that student assessments are an important instructional and accountability tool. Assessment data shall be used to help determine individual students' progress, mastery of academic standards, appropriate placement in district programs, and/or eligibility for graduation. In addition, summary data on student assessment results shall be used by the district to identify and review student achievement goals in the district's local control and accountability plan, evaluate district educational programs in order to identify needed improvements, and, as appropriate, evaluate staff performance.

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 0500 - Accountability)*

*(cf. 2140 - Evaluation of the Superintendent)*

*(cf. 4115 - Evaluation/Supervision)*

*(cf. 4315 - Evaluation/Supervision)*

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

*(cf. 5123 - Promotion/Acceleration/Retention)*

*(cf. 6011 - Academic Standards)*

*(cf. 6142.7 - Physical Education and Activity)*

*(cf. 6162.51 - State Academic Achievement Tests)*

*(cf. 6190 - Evaluation of the Instructional Program)*

To obtain the most accurate evaluation of student performance, the district shall use a variety of measures, including district, state, and/or national assessments. As appropriate, assessment results shall be disaggregated by student subgroup, classroom, grade level, and/or school site to allow for critical analysis of student needs.

*(cf. 3553 - Free and Reduced Price Meals)*

In selecting or developing any district assessment, the Superintendent or designee shall examine evidence of its reliability, its validity for the intended purpose and for various student populations, and the extent to which it aligns with the material that is being taught.

The Superintendent or designee shall ensure that assessments are administered in accordance with law and the test publisher's directions and that test administration procedures are fair and equitable for all students.

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

*(cf. 6162.54 - Test Integrity/Test Preparation)*

The Superintendent or designee shall provide professional development as needed to assist administrators and teachers in interpreting and using assessment data to improve student performance and the instructional program.

*(cf. 4131 - Staff Development)*

*(cf. 4331 - Staff Development)*

When districtwide and school-level results of student assessments are published by the state, the Superintendent or designee may provide supplementary information to assist parents/guardians and the community in understanding test results.



## STUDENT ASSESSMENT

(cf 0510- School Accountability Report Card)

### Legal Reference:

#### EDUCATION CODE <sup>SEP</sup>

313 *Assessment of English language development*  
10600-10610 *California Education Information System*  
44660-44665 *Evaluation and assessment of performance of certificated employees (Stull Act)*  
49558 *Free and reduced-price meals; use of individual applications and records*  
51041 *Evaluation of educational program* <sup>SEP</sup>  
51450-51455 *Golden State Seal Merit Diploma*  
52052 *Academic Performance Index; numerically significant student subgroups*  
52060-52077 *Local control and accountability plan* <sup>SEP</sup>  
60600-60649 *Assessment of academic achievement, especially:*  
60640-60649 *California Assessment of Student Performance and Progress*  
60800 *Physical fitness testing* <sup>SEP</sup>  
60810-60812 *Assessment of English language development*  
60900 *California Longitudinal Pupil Achievement Data System*

#### CODE OF REGULATIONS, TITLE 5 <sup>SEP</sup>

850-864 *California Assessment of Student Performance and Progress*  
UNITED STATES CODE, TITLE 20  
9622 *National Assessment of Educational Progress*

### Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS  
Key Elements of Testing, May 2004  
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS  
Teachers' Use of Student Data Systems to Improve Instruction, 2007

### WEB SITES

CSBA: <http://www.csba.org>  
California Department of Education, Testing and Accountability:  
<http://www.cde.ca.gov/ta>  
Smarter Balanced Assessment Consortium: <http://www.smarterbalanced.org>  
U.S. Department of Education: <http://www.ed.gov>



# FOUNTAIN VALLEY SCHOOL DISTRICT

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

## Memorandum

**TO:** Marc Ecker, Superintendent

**FROM:** Julianne Hoefer, Director, Assessment and Accountability

**DATE:** November 13, 2014

**SUBJECT:** Revision to Board Policy 6162.51 State Academic Achievement Tests (Second Reading and Adoption)

---

### Background

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

Board Policy 6162.51 State Academic Achievement Tests was retitled and updated to reflect three new laws, AB 484, SB 247, and AB 97. AB 484 established a new state assessment system in the 2013-14 school year, designated by the California Department of Education (CDE) as the California Assessment of Student Performance and Progress (CAASPP). SB 247 required the CDE to identify existing tests that may be used in second grade by classroom teachers for diagnostic purposes. Finally Board Policy 6162.51 also reflects AB 97, which repealed the law that encouraged boards to examine state assessment results by school, grade, and student subgroup during their annual discussion of each school's Academic Performance Index. However, it still requires demonstration of comparable improvement in academic achievement by numerically significant student subgroups.

The Administration Regulation was updated to reflect the tests that are included in the CAASPP state assessment system established by AB 484, including, but not limited to, 2013-14 field tests of the Smarter Balanced Assessment Consortium tests in English language arts and mathematics. The allowable testing variations were deleted pending the adoption of revised Title 5 regulations, but a reference was added related to guidelines from the Smarter Balanced Assessment Consortium.

### Recommendation:

It is recommended that revisions to Board Policy 6162.51 State Academic Achievement Tests be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

**STATE ACADEMIC ACHIEVEMENT TESTS**

The Governing Board recognizes that state achievement test results provide an indication of student progress in achieving state academic standards and may be used to promote high-quality teaching and learning. The Superintendent or designee shall administer mandatory student assessments within the California Assessment of Student Performance and Progress (CAASPP) as required by law and in accordance with Board policy and administrative regulation.

*(cf. 6011 - Academic Standards)*  
*(cf. 6162.5 - Student Assessment)*  
*(cf. 6162.54 - Test Integrity/Test Preparation)*  
*(cf. 9321 - Closed Session Purposes and Agendas)*  
*(cf. 9321.1 - Closed Session Actions and Reports)*




The Board strongly encourages all students at the applicable grade levels to participate in the state assessments in order to maximize the usefulness of the data and enable the district to meet participation levels required for state and federal accountability systems. The Superintendent or designee shall notify students and parents/guardians about the importance of these assessments and shall develop strategies to encourage student participation. Students shall be exempted from participation only in accordance with law and administrative regulation.

*(cf. 0520.2 - Title I Program Improvement Schools)*  
*(cf. 0520.3 - Title I Program Improvement Districts)*

The Board shall annually examine state assessment results by school, grade level, and student subgroup as one measure of the district's progress in attaining its student achievement goals and shall revise the local control and accountability plan and other district or school plans as necessary to improve student achievement for underperforming student groups.

*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 0500 - Accountability)*

*Legal Reference:*

EDUCATION CODE   
49076 Student records; access  
51041 Evaluation of educational program   
52052 Academic Performance Index; numerically significant student subgroups  
52060-52077 Local control and accountability plan  
56345 Individualized education program, contents  
60600-60630 Assessment of academic achievement  
60640-60649 California Assessment of Student Performance and Progress  
60660-60663 Electronic learning assessment resources  
60810 Assessment of language development 

CODE OF REGULATIONS, TITLE 5

850-864 State assessments

UNITED STATES CODE, TITLE 20

1412 Participation of students with disabilities in state assessments  
6311 Adequate yearly progress

## STATE ACADEMIC ACHIEVEMENT TESTS

CODE OF FEDERAL REGULATIONS, TITLE 34  
200.1 Standards and assessment

### *Management Resources:*

#### **CSBA PUBLICATIONS**

*Supporting Student Achievement: Student Assessment System in Flux, Governance Brief, June 2013*

#### **CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

*Assembly Bill 484 Questions and Answers*

#### **SMARTER BALANCED ASSESSMENT CONSORTIUM PUBLICATIONS**

*Usability, Accessibility, and Accommodations Guidelines, September 2013*

#### **US. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS** L SEP

*The Use of Tests as Part of High-Stakes Decision-Making for Students: A Resource Guide for Educators and Policy-Makers, December 2000* L  
SEP

#### **WEB SITES** L SEP

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

California Department of Education, Testing and Accountability: <http://www.cde.ca.gov/ta>

California Learning Resources Network: <http://clrn.org>

Smarter Balanced Assessment Consortium: <http://www.smarterbalanced.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

**STATE ACADEMIC ACHIEVEMENT TESTS**

The district shall administer the following assessments in the California Assessment of Student Performance and Progress (CAASPP): (Education Code 60640)

1. The Smarter Balanced Assessment Consortium summative assessments for English language arts and mathematics, aligned with Common Core State Standards, in grades 3-8 and 11

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6142.92 - Mathematics Instruction)*

All students at the applicable grade levels shall be administered these tests, except that:

- a. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law
- b. Students with disabilities may be provided an alternate test in accordance with their individualized education program (IEP), as provided in item #3 below

*(cf. 6159 - Individualized Education Program)*

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

2. California Standards Tests in science at grades 5 and 8

*(cf. 6142.93 - Science Instruction)*

3. For students with disabilities who are unable to take the tests specified in items #1-2 above even with appropriate accommodations, the California Alternate Performance Assessment (CAPA) in English language arts and mathematics for students in grades 2-11 and either the CAPA or California Modified Assessment in science for students in grades 5 and 8 in accordance with the student's IEP

**Testing Period**

The state achievement tests shall be administered within the testing period established by the State Board of Education (SBE) pursuant to Education Code 60640. Students who are absent during testing shall be provided an opportunity to take the tests during the period of time established by the SBE for make-up testing.

**Exemptions**

A parent/guardian may submit to the school a written request to excuse his/her child from any or all parts of any test. However, district employees shall not solicit or encourage

## **STATE ACADEMIC ACHIEVEMENT TESTS**

any written request on behalf of any child or group of students. (5 CCR 852)

### **Testing Variations**

Assessments shall be administered in accordance with the manuals or other instructions provided by the test contractor and California Department of Education (CDE), except that students may be provided a tool, support, or accommodation that is specifically allowed pursuant to 5 CCR 853.5.

Accommodations provided to students with disabilities shall be those specified in their IEP or Section 504 plan. (5 CCR 850, 853.5)

### **Staff Responsibilities**

On or before September 30 of each year, the Superintendent or designee shall designate a district coordinator who shall oversee all matters related to the testing program and serve as the district representative and liaison with the test contractor and the CDE. In addition, the Superintendent or designee shall designate a coordinator for each test site. The duties of the district and school site test coordinators shall include those specified in 5 CRR 857-858. (5 CCR 857-858)

The Superintendent or designee also shall appoint test examiner(s) to administer the state assessments. A test examiner shall be an employee or contractor of the district or, for the CAPA, shall be a certificated or licensed employee of the school, district, or county office of education. (5 CCR 850)

*(cf. 4112.2 - Certification)*

*(cf. 4113 - Assignment)*

As appropriate, the Superintendent or designee shall assign a specially trained district employee to serve as a test proctor to assist the test examiner; a specially trained district employee, or other person supervised by a district employee, to serve as a translator to translate the test directions into a student's primary language; and a district employee to serve as a scribe to transcribe a student's responses to the format required by the test. A student's parent/guardian shall not be eligible to be that student's translator or scribe. (5 CCR 850)

Test coordinators, examiners, proctors, translators, and scribes shall sign a test security agreement or affidavit. (5 CCR 850, 857-859)

### **Report of Test Results**

For any state assessments that produce valid individual student results, the Superintendent or designee shall provide a written report of the student's results to his/her

**STATE ACADEMIC ACHIEVEMENT TESTS**

parents/guardians which includes a clear explanation of the purpose of the test, the AR student's score, and its intended use by the district. An individual student's scores shall also be reported to his/her school and teacher(s) and shall be included in his/her student record. (Education Code 60641; 5 CCR 863)

*(cf. 5125 - Student Records)*  
*(cf. 5145.6 - Parental Notifications)*

With parent/guardian consent, the Superintendent or designee may release a student's test results to a postsecondary educational institution for the purposes of credit, placement, determination of readiness for college-level coursework, or admission. (Education Code 60641)

The Superintendent or designee shall present districtwide, school-level, and grade-level results to the Governing Board at a regularly scheduled meeting. The Board shall not receive individual students' scores or the relative position of any individual student. (Education Code 49076, 60641)

**FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT**

Regulation approved:

Fountain Valley, California



# FOUNTAIN VALLEY SCHOOL DISTRICT

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

## Memorandum

**TO:** Marc Ecker, Superintendent

**FROM:** Julianne Hoefer, Director, Assessment and Accountability

**DATE:** November 13, 2014

**SUBJECT:** Revision to Board Policy 6162.54 Test Integrity/Test Preparation (Second Reading and Adoption)

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### Background

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

Board Policy 6162.54 Test Integrity/Test Preparation was updated to reflect the new law AB 484 which establishes the CAASPP assessment system, prohibits use of a program for the sole purpose of test preparation for state assessments, and allows districts to familiarize students with item types or the computer-based testing environment used in the CAASPP. Board Policy 6162.54 deletes material reflecting state regulations on test preparation repealed by Register 2014, No. 6.

### Recommendation:

It is recommended that revisions to Board Policy 6162.54 Test Integrity/Test Preparation be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.



## **Instruction**

### **TEST INTEGRITY/TEST PREPARATION**

The Governing Board desires to protect the integrity of student assessments in order to obtain accurate and reliable student achievement data and to ensure accountability to the community and state. Staff and students shall maintain a high level of integrity in the completion and handling of student assessments.

*(cf. 0500 - Accountability)*

*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*

*(cf. 5131 - Conduct)*

*(cf. 5131.9 - Academic Honesty)*

*(cf. 6162.5 - Student Assessment)*

*(cf. 6162.51 - State Academic Achievement Tests)*

In administering standardized tests, staff shall not engage in any acts that could result in the invalidation of test results, such as:

1. Providing inappropriate test preparation
2. Modifying test administration procedures, except as allowed by law
3. Providing inappropriate assistance to students during test administration
4. Changing or filling in answers on student answer sheets
5. Providing inaccurate data on student header sheets
6. Discouraging or excluding certain students from taking the test
7. Engaging in any other practice to artificially raise student scores without actually improving underlying student achievement

### **Appropriate Test Preparation**

The Superintendent or designee, principals, and teachers shall not implement any program for the sole purpose of test preparation of students for the statewide assessment system or a particular test used in the statewide assessment system. (Education Code 60611)

The primary preparation for assessments shall be high-quality instruction in the content specified in state and district academic standards. In addition, staff may prepare students for assessments by teaching general test-taking strategies and familiarizing them with item types or the computer-based testing environment used in state assessments.

*(cf. 6011 - Academic Standards)*

### **Investigation and Consequences of Testing Irregularities**

Reports of cheating on assessments shall be submitted to the Superintendent or designee. The Superintendent or designee shall immediately investigate with due diligence any reports of

## **TEST INTEGRITY/TEST PREPARATION**

inappropriate test preparation or other testing irregularities.

Students found to have cheated on assessments shall be subject to disciplinary procedures in accordance with Board policy and administrative regulations.

*(cf. 5144 - Discipline)*

A staff member found to have committed testing irregularities shall be subject to discipline in accordance with law, applicable collective bargaining agreements, Board policy, and administrative regulations.

*(cf. 4117.4 - Dismissal)*

*(cf. 4118 - Suspension/Disciplinary Action)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

If the Superintendent or designee is made aware of a testing irregularity on state assessments, he/she shall report the irregularity to the California Department of Education.

*Legal Reference:*

### *EDUCATION CODE*

*60611 Inappropriate test preparation*

*60640-60649 California Assessment of Student Performance and Progress*

### *GOVERNMENT CODE*

*54957 Complaints against employees, closed session*

### *CODE OF REGULATIONS, TITLE 5*

*850-864 California Assessment of Student Performance and Progress*

*Management Resources:*

*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*

*Guidelines on Academic Preparation for State Assessments, December 2009*

*WEB SITES:*

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

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

*Smarter Balanced Assessment Consortium: <http://www.smarterbalanced.org>*

Policy adopted:

**FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT**  
Fountain Valley, California

Board meeting of October 16, 2014

SO 2014-15/B15-8  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Marc Ecker, Superintendent  
SUBJECT: **Revisions to Board Policy 1340 Access to District Records**  
DATE: October 9, 2014

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**Background:**

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

Board Policy 1340 was updated to clarify that requests to inspect copies of public records must be made in writing. In addition, the charge for copies has been increased to \$0.25 per page, reflecting the increased cost of materials and staff time.

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

**Recommendation:**

It is recommended that revisions to Board Policy 1340 Access to District Records be approved for first reading, with necessary changes as indicated by the Board of Trustees.

/rl

## ACCESS TO DISTRICT RECORDS

The Governing Board recognizes the right of citizens to have access to public records of the district. Public records may be inspected during the regular office hours of the district. Such records shall be examined in the presence of the staff member regularly responsible for their maintenance. Members of the public are encouraged to make an appointment to inspect public records.

Requests to inspect ~~of a copy of~~ public records ~~may be oral or written~~ **must be made in writing.** Members of the public are encouraged to make requests to inspect or obtain copies of public records in writing.

Written requests for public records should include contact information (name, address or telephone #) of the requester. Written requests to inspect or copy public records may be made to the Superintendent's office, ~~17210 Oak Street~~ **10055 Slater Avenue**, Fountain Valley, 92708. (Phone: 714-843-3255) Requests should be specific, focused and not interfere with the ordinary business operations of the school district.

For copies of certain public documents, Fountain Valley School District shall make every effort to comply with the request within a 10-day period following the original request. If the request requires review of numerous records, a mutually agreeable time shall be established for the document inspection. The Fountain Valley School District shall determine within 10 days from receipt of the request if the request, in whole or in part, is for records which are legally disclosable.

The district may charge for copies of public records or other materials requested by individuals or groups. The charge, based on actual costs of duplication, shall be determined by the Superintendent or designee and is currently designated to be ~~15~~ **25** cents per page.

Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act or other statutes.

(cf. [3553](#) - Free and Reduced Price Meals)

(cf. [4112.6/4212.6/4312.6](#) - Personnel Files)

(cf. [4112.62/4212.62/4312.62](#) - Maintenance of Criminal Offender Records)

(cf. [4119.23/4219.23/4319.23](#) - Unauthorized Release of Confidential/Privileged Information)

(cf. [5020](#) - Parent Rights and Responsibilities)

(cf. [5125](#) - Student Records)

(cf. [5125.1](#) - Release of Directory Information)

(cf. [6162.5](#) - Student Assessment)

(cf. [9011](#) - Disclosure of Confidential/Privileged Information)

(cf. [9321](#) - Closed Session Purposes and Agendas)

**ACCESS TO DISTRICT RECORDS** (continued)

*Legal Reference:*

**EDUCATION CODE**

[35145](#) *Public meetings*

[35170](#) *Authority to secure copyrights*

[35250](#) *Duty to keep certain records and reports*

[42103](#) *Publication of proposed budget; hearing*

[44031](#) *Personnel file contents and inspections*

[44839](#) *Medical certificates; periodic medical examination (re access to medical certificate in personnel file)*

[49060-49079](#) *Pupil records*

[49091.10](#) *Parental review of curriculum and instruction*

[52015](#) *Ongoing evaluation and modification of school improvement plans*

[52015.5](#) *Availability of information required by EC 52015(g)*

[52850](#) *Applicability of article (School-based Program Coordination Plan availability)*

[54722](#) *Application of article (Motivation and maintenance program Plan availability)*

**GOVERNMENT CODE**

[3547](#) *Proposals relating to representation*

[6250-6270](#) *California Public Records Act*

[53262](#) *Employment contracts*

[54957.2](#) *Minute book record of closed sessions*

[54957.5](#) *Agendas and other writings distributed for discussion or consideration*

[81008](#) *Public records; inspection and reproduction*

**CODE OF REGULATIONS, TITLE 5**

[430-438](#) *Individual pupil records*

**COURT DECISIONS**

*Fairley v. Superior Court, 66 Cal.App. 4th 1414 (1998)*

*North County Parents Organization for Children with Special Needs v. Department of Education, 23 Cal.App. 4th 144 (1994)*

**ATTORNEY GENERAL OPINIONS**

*71 Ops.Cal.Atty.Gen. 235 (1988)*

*64 Ops.Cal.Atty.Gen 186 (1981)*

**ACCESS TO DISTRICT RECORDS****Records Open to the Public**

Public records include any writing containing information relating to the conduct of the district's business prepared, owned, used or retained by the district regardless of physical form or characteristics. Writing means any handwriting, typewriting, printing, photostating, photographing, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (*Government Code* [6252](#)) Records to which the public shall have access during normal business hours include but are not limited to:

1. The proposed and approved budgets. (*Government Code* 6252, *Education Code* 42103)
2. Statistical compilations. (*Government Code* 6252)
3. Reports and memoranda. (*Government Code* 6252)
4. Notices and bulletins. (*Government Code* 6252)
5. Minutes of public meetings. (*Government Code* 6252)
6. Meeting agendas. (*Government Code* 6252, 54957.5)
7. Official communications between governmental branches. (*Government Code* 6252)
8. School-based program plans. (*Education Code* 52850, 54722)
9. Information and data relevant to the evaluation and modification of school improvement plans. (*Education Code* 52015.5)
10. Initial proposals of exclusive employee representatives and of the district. (*Government Code* 3547)
11. Tort claims filed against the district and records pertaining to pending litigation which predate the filing of the litigation, unless protected by some other provision of law (*Government Code* [6254.25](#); *Fairley v. Superior Court*; 71 Ops.Cal.Atty.Gen. 235 (1988)) (*cf.* [3320](#) - *Claims and Actions Against the District*)
12. Statements of economic interests required by the Conflict of Interest Code (*Government Code* [81008](#))(*cf.* [9270](#) - *Conflict of Interest*)

**ACCESS TO DISTRICT RECORDS (cont.)**

13. Contracts of employment and settlement agreements (Government Code [53262](#))

(cf. [4117.5/4217.5/4317.5](#) - Termination Agreements)

(cf. [4141/4241](#) - Collective Bargaining Agreement)

**Confidential Records**

Records to which the general public shall not have access include but are not limited to:

1. Preliminary drafts, notes, interdistrict or intradistrict memoranda which are not retained by the district in the ordinary course of business, provided that the public interest in withholding these records clearly outweighs the public interest in disclosure (Government Code [6254](#))

(cf. [4119.23/4219.23/4319.23](#) - Unauthorized Release of Confidential/Privileged Information)

(cf. [9011](#) - Disclosure of Confidential/Privileged Information)

2. Records specifically prepared for litigation to which the district is a party or to claims made pursuant to the Tort Claims Act, until the pending litigation or claim has been finally adjudicated or otherwise settled, unless the records are protected by some other provision of law (Government Code [6254](#); Fairley v. Superior Court; 71 Ops.Cal.Atty.Gen. 235 (1988))

3. Personnel records, medical records, student records, personal correspondence, or similar materials the disclosure of which would constitute an unwarranted invasion of personal privacy. (Government Code 6254)

The home addresses and home telephone numbers of employees may be disclosed only as follows:

- a. To an agent or a family member of the individual to whom the information pertains.
- b. To an officer or employee of a state agency or another school district or county office of education when necessary for the performance of its official duties.
- c. To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, unless the employee performs law enforcement-related functions or requests in writing that the information not be disclosed. (Government Code 6254.3)
- d. To an agent or employee of a health benefit plan providing health services or administering claims for health services to district employees and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents. (Government Code 6254.3)

**ACCESS TO DISTRICT RECORDS (cont.)**

4. Test questions, scoring keys and other examination data except as provided by law. (Government Code 6254)

*(cf. [6162.5](#) - Student Assessment)*

*(cf. [6162.51](#) - Standardized Testing and Reporting Program)*

5. Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the district relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained (Government Code [6254](#))

6. Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in unfair competitive disadvantage to the person supplying the information (Government Code [6254](#))

7. Library circulation records kept for the purpose of identifying the borrower of items available in the library (Government Code [6254](#))

*(cf. [6163.1](#) - Library Media Centers)*

8. Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege (Government Code [6254](#))

9. Documents prepared by the district to assess its vulnerability to terrorist attack or other criminal acts intended to disrupt district operations and that is for distribution or consideration in closed session (Government Code [6254](#))

*(cf. [3516](#) - Emergencies and Disaster Preparedness Plan)*

10. Recall petitions or petitions for the reorganization of school districts (Government Code [6253.5](#))

11. Minutes of Board meetings held in closed session (Government Code [54957.2](#))

*(cf. [9321](#) - Closed Session Purposes and Agendas)*

12. Computer software developed by the district (Government Code [6254.9](#))



**ACCESS TO DISTRICT RECORDS (cont.)**

13. Written instructional textbooks or other materials for which providing a copy would infringe a copyright or would constitute an unreasonable burden on the operation of the district (65 Ops.Cal.Atty.Gen. 185 (1981))

(*cf.* [5020](#) - *Parent Rights and Responsibilities*)

14. Any other records listed as exempt from public disclosure in the California Public Records Act or other statutes

**Requests for Copies**

Public records are open to inspection at all times during district office hours. Any reasonably segregable portion of a record shall be made available for inspection by every person requesting the record after deletion of the portions that are exempted by law. (Government Code [6253](#))

Every person may request a copy of any district record open to the public and not exempt from disclosure. (Government Code [6253](#)) Copies shall be furnished at a per page cost of ~~15~~ **25** cents per page. Written requests to waive the fee shall be submitted to the Superintendent or designee.

Within 10 days of receiving a written request for a copy of records, the Superintendent or designee shall determine whether the request seeks copies of disclosable public records in the district's possession. The Superintendent or designee shall promptly inform the person making the request of his/her determination and the reasons for the decision. (Government Code [6253](#))

In unusual circumstances, the Superintendent or designee may extend the 10-day limit for up to 14 days by providing written notice to the requester and setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual circumstances include the following, but only to the extent reasonably necessary to properly process the request: (Government Code [6253](#))

1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request
2. The need to search for, collect and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request
3. The need for consultation, which shall be conducted with all practicable speed, with another agency having a substantial interest in the determination of the request or among two or more components of the district having substantial subject matter interest therein

**ACCESS TO DISTRICT RECORDS (continued)**

4. The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data

If the Superintendent or designee determines that the request seeks disclosable public records, the determination shall state the estimated date and time when the records will be made available. (Government Code [6253](#))

Upon request for a copy that reasonably describes an identifiable record, an exact copy shall be promptly provided unless it is impracticable to do so. (Government Code [6253](#))

If any person requests a public record be provided in an electronic format, the district shall make that record available in any electronic format in which it holds the information. The district shall provide a copy of the electronic record in the format requested as long as the requested format is one that has been used by the district to create copies for its own use or for use by other agencies. (Government Code [6253.9](#))

The cost of duplicating an electronic record shall be limited to the direct cost of producing a copy of the record in electronic format. However, the requester shall bear the cost of producing the copy of the electronic record, including the cost to construct the record and the cost of programming and computer services necessary to produce the copy, under the following circumstances: (Government Code [6253.9](#))

1. The electronic record is one that is produced only at otherwise regularly scheduled intervals
2. The request would require data compilation, extraction, or programming to produce the record

**Assistance in Identifying Requested Records**

If the Superintendent or designee denies a request for disclosable records, he/she shall assist the requester in making a focused and effective request that reasonably describes an identifiable record. To the extent reasonable under the circumstances, the Superintendent or designee shall do all of the following: (Government Code [6253.1](#))

1. Assist in identifying records and information responsive to the request or the purpose of the request, if specified

If after making a reasonable effort to elicit additional clarifying information from the requester to help identify the record, the Superintendent or designee is still unable to identify the information, this requirement will be deemed satisfied.

**ACCESS TO DISTRICT RECORDS (continued)**

2. Describe the information technology and physical location in which the records exist
3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

Regulation  
approved:

**FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT**  
Fountain Valley, California



FOUNTAIN VALLEY SCHOOL DISTRICT  
**Curriculum/Instruction**

**MEMORANDUM**

**TO:** Marc Ecker, Superintendent  
**FROM:** Anne Silavs, Assistant Superintendent, Instruction  
**SUBJECT:** ***REVISION TO BOARD POLICY AND ADMINISTRATIVE  
REGULATION 5123 PROMOTION/ACCELERATION/RETENTION  
(SECOND READING)***  
**DATE:** October 31, 2014

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**BACKGROUND INFORMATION:**

In the continued effort to maintain a set of current Board Policies, it is necessary to bring certain policies to the Board of Trustees for revision.

Board Policy and Administrative Regulation 5123 Promotion/Acceleration/Retention require updating as a result of the suspension of the Standardized Testing and Reporting Program in the fall of 2013.

During the state's transition from the California Content Standards Tests to the Smarter Balanced assessment system, standardized test scores will not be available for English/language arts and math. In the absence of these student results, it is necessary for the District to revise conditions for student retention.

**RECOMMENDATION:**

It is recommended that revisions to Board Policy and Administrative Regulation 5123 Promotion/Acceleration/Retention be adopted by the Board of Trustees.

**PROMOTION/ACCELERATION/RETENTION**

The Governing Board expects students to progress through each grade within one school year. To accomplish this, instruction shall be designed to accommodate the variety of ways that students learn and provide strategies for addressing academic deficiencies when needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

*(cf. 6011 – Academic Standards)*

*(cf. 6146.5 – Elementary School Promotion/Standards of Proficiency)*

*(cf. 6170.1 - Transitional Kindergarten)*

When high academic achievement is evident, the Superintendent or designee may recommend a student for acceleration into a higher grade level. The student's social and emotional growth shall be taken into consideration in making a determination to accelerate a student.

As early as possible in the school year and as early in students' school careers as practicable, the Superintendent or designee shall identify students who should be retained and who are at risk of being retained at their current grade level. Such students shall be identified at the following grade levels: (Education Code 48070.5)

1. Between grades 1 and 2
2. Between grades 2 and 3
3. Between grades 3 and 4
4. Between grades 4 and 5
5. Between grades 5 and 6
6. Between grades 6 and 7
7. Between grades 7 and 8
8. Between grades 8 and 9

Students shall be identified for retention on the basis of failure to meet minimum levels of proficiency, as indicated by grades and local assessment results as delineated in administrative regulation.

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

*(cf. 5149 - At-Risk Students)*

**PROMOTION/ACCELERATION/RETENTION** (continued)

Students between grades 2 and 3 and grades 3 and 4 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts, and mathematics shall be the basis for identifying students between grades 4 and 5, between intermediate and middle school grades, and between middle school grades and high school grades. (Education Code 48070.5)

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6142.92 - Mathematics Instruction)*

Decisions about retention of Special Education students will be based on the criteria indicated in their IEP's and their performance level.

If a student does not have a single regular classroom teacher, the Superintendent or designee shall specify the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

The teacher's decision to promote or retain a student may be appealed in accordance with AR 5123 - Promotion/Acceleration/Retention.

When a student is recommended for retention or is identified as being at risk for retention, the Superintendent or designee shall offer an appropriate program of remedial instruction to assist the student in meeting grade-level expectations. (Education Code 48070.5)

*(cf. 6164.5 – Student Study Teams)*

*(cf. 6179 - Supplemental Instruction)*

*(cf. 6177 – Summer School)*

***Legal Reference:******EDUCATION CODE***

*37252-37254.1 Supplemental instruction*

*41505-41508 Pupil Retention Block Grant*

*46300 Method of Computing average daily attendance*

*48010 Admittance to first grade*

*48011 Promotion/retention following one year of kindergarten*

*48070-48070.5 Promotion and retention*

*56345 Elements of individualized education plan*

*60640-60649 California Assessment of Student Performance and Progress*

***CODE OF REGULATIONS, TITLE 5***

*200-202 Admission and exclusion of students*

***Management Resources:***

***CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS***

**PROMOTION/ACCELERATION/RETENTION** (continued)

*FAQs Promotion, Retention, and Grading (students with disabilities)*

*FAQs Pupil Promotion and Retention*

*Kindergarten Continuance Form*

**WEB SITES**

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

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

**PROMOTION/ACCELERATION/RETENTION**

**Acceleration from Kindergarten to First Grade**

A student enrolled in kindergarten may be admitted to the first grade at the discretion of the Superintendent or designee and with the consent of the parent/guardian, upon determination that the child is ready for first-grade work. (Education Code 48011)

Admission shall be subject to the following minimum criteria:

1. The student is at least five years of age.
2. The student has attended a public school kindergarten for a long enough time to enable school personnel to evaluate his/her ability.
3. The student successfully meets the FVSD end of year Kindergarten Benchmark criteria.
4. The physical development and social maturity of the student are consistent with his/her advanced mental ability.
5. The parent/guardian of the student has filed a written statement with the school district approving the placement in first grade.

**Continuation in Kindergarten**

Students who have completed one year of kindergarten shall be admitted to first grade unless the parent/guardian and the district agree that the student shall continue in kindergarten for not more than one additional school year. (Education Code 48011) Consideration for retention in kindergarten will be based on mastery of kindergarten language arts standards on the Fountain Valley School District kindergarten benchmark assessments.

Whenever a student continues in kindergarten for an additional year, the Fountain Valley School District Kindergarten Retention form must be signed by the parent/guardian and the Superintendent or designee, stating that the student shall continue in kindergarten for not more than one additional school year. A copy shall be placed in the student's Cumulative Folder and one copy sent to the Assistant Superintendent of Instruction. (*Education Code 46300*)

**Retention at Other Grade Levels**

The Superintendent or designee shall identify students who should be retained or who are at risk of being retained in grades 1-8. (Education Code 48070.5)

A student may not be retained more than one time.



**PROMOTION/ACCELERATION/RETENTION (continued)**

Students in grades 1, 2 and 3 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts and mathematics shall be the basis for identifying students in grades 4-8.

*(cf. 6142.91 – Reading/Language Arts/Instruction)*

Criteria for Promotion/Retention:

**A. PROMOTION**

A student who meets or exceeds the minimum performance levels described below for each grade will be promoted.

**B. RETENTION – CONSIDERATIONS FOR TRIMESTER 1**

Parents/guardians will be informed during the first trimester if their child is at risk of retention. Students will be considered for retention if all of the following grade level conditions are met.

**Retention in Grade 1**

- Scored below 25 on Phoneme Segmentation Fluency on the *DIBELS Next* assessment (Goal: 40+), and
- Scored below 18 on the *DIBELS Next* Nonsense Word Fluency – Correct Letter Sounds test (Goal: 27+), and
- Read less than 100 words correct on the High Frequency Word List.

**Retention in Grade 2**

- Read less than 37 words correct with an accuracy rate of less than 81% on the *DIBELS Next* Oral Reading Fluency test (Goal: 52+ words correct and 90% accuracy), and
- Read less than 200 words correct on the High Frequency Word List.

**Retention in Grade 3**

- Read less than 55 words correct with an accuracy rate of less than 89% on the *DIBELS Next* Oral Reading Fluency test (Goal: 70+ words correct and 95% accuracy), and
- Scored less than 5 on the Daze Reading Comprehension subtest of the *DIBELS Next* assessment (Goal: score of 8+).

**Retention in Grade 4**

- Read less than 70 words correct with an accuracy rate of less than 93% on the *DIBELS Next* Oral Reading Fluency test (Goal: 90+ words correct and 96% accuracy), and
- Scored less than 10 on the Daze Reading Comprehension subtest of the *DIBELS Next* assessment (Goal: score of 15+).

**Retention in Grade 5**

- Read less than 96 words correct with an accuracy rate of less than 95% on the *DIBELS Next* Oral Reading Fluency test (Goal: 111+ words correct and 98% accuracy), and
- Scored less than 12 on the Daze Reading Comprehension subtest of the *DIBELS Next* assessment (Goal: score of 18+).

**PROMOTION/ACCELERATION/RETENTION** (continued)

Retention in Grades 6, 7, and 8

- Earned a “D” or an “F” in English or Math on the first trimester progress report, and
- Earned a Grade Point Average of 1.5 or less on the first trimester progress report.

C. RETENTION - CONSIDERATIONS FOR TRIMESTER 2

At the conclusion of the second trimester, a student will continue to be considered at risk of retention if all of the following grade level conditions are met.

Retention in Grade 1

- Read less than 16 words correct with an accuracy rate of less than 68% on the *DIBELS Next* Oral Reading Fluency test (Goal: 23+ words correct and 78% accuracy), and
- Read less than 150 words correct on the High Frequency Word List, and
- Earned a “1” in Reading/Language Arts Achievement Level on the second trimester report card.

Retention in Grade 2

- Read less than 55 words correct with an accuracy rate of less than 91% on the *DIBELS Next* Oral Reading Fluency test (Goal: 72+ words correct and 96% accuracy), and
- Read less than 200 words correct on the High Frequency Word List, and
- Earned a “1” in Reading/Language Arts Achievement Level on the second trimester report card.

Retention in Grade 3

- Read less than 68 words correct with an accuracy rate of less than 92% on the *DIBELS Next* Oral Reading Fluency test (Goal: 86+ words correct and 96% accuracy), and
- Scored less than 7 on the Daze Reading Comprehension subtest of the *DIBELS Next* assessment (Goal: score of 11+).
- Earned a “D” or “F” in Reading Achievement on the second trimester report card.

Retention in Grade 4

- Read less than 79 words correct with an accuracy rate of less than 94% on the *DIBELS Next* Oral Reading Fluency test (Goal: 103+ words correct and 97% accuracy), and
- Scored less than 12 on the Daze Reading Comprehension subtest of the *DIBELS Next* assessment (Goal: score of 17+).
- Earned a “D” or “F” in Reading Achievement or Math Achievement on the second trimester report card.

Retention in Grade 5

- Read less than 101 words correct with an accuracy rate of less than 96% on the *DIBELS Next* Oral Reading Fluency test (Goal: 120+ words correct and 98% accuracy), and
- Scored less than 13 on the Daze Reading Comprehension subtest of the *DIBELS Next* assessment (Goal: score of 20+).
- Earned a “D” or “F” in Reading Achievement or Math Achievement on the second trimester report card.

Retention in Grades 6, 7, and 8

- Earned a “D” or “F” in English or Math on the second trimester report card, and

**PROMOTION/ACCELERATION/RETENTION** (continued)

- Earned a Grade Point Average of 1.5 or less on the second trimester report card.

**D. RETENTION CONSIDERATIONS FOR TRIMESTER 3**

At the conclusion of the third trimester, a student will continue to be considered for retention if all of the following grade level conditions are met.

Retention in Grade 1

- Read less than 32 words correct with an accuracy rate of less than 82% on the *DIBELS Next* Oral Reading Fluency test (Goal: 47+ words correct and 90% accuracy), and
- Read less than 200 words correct on the High Frequency Word List, and
- Earned a “1” in Reading/Language Arts Achievement Level on the third trimester report card.

Retention in Grade 2

- Read less than 65 words correct with an accuracy rate of less than 93% on the *DIBELS Next* Oral Reading Fluency test (Goal: 87+ words correct and 97% accuracy), and
- Read less than 200 words correct on the High Frequency Word List, and
- Earned a “1” in Reading/Language Arts Achievement Level on the third trimester report card.

Retention in Grade 3

- Read less than 80 words correct with an accuracy rate of less than 94% on the *DIBELS Next* Oral Reading Fluency test (Goal: 100+ words correct and 97% accuracy), and
- Scored less than 14 on the Daze Reading Comprehension subtest of the *DIBELS Next* assessment (Goal: score of 19+).
- Earned a “D” or “F” in Reading Achievement on the third trimester report card.

Retention in Grade 4

- Read less than 95 words correct with an accuracy rate of less than 95% on the *DIBELS Next* Oral Reading Fluency test (Goal: 115+ words correct and 98% accuracy), and
- Scored less than 20 on the Daze Reading Comprehension subtest of the *DIBELS Next* assessment (Goal: score of 24+).
- Earned a “D” or “F” in Reading Achievement or Math Achievement on the third trimester report card.

Retention in Grade 5

- Read less than 105 words correct with an accuracy rate of less than 97% on the *DIBELS Next* Oral Reading Fluency test (Goal: 130+ words correct and 99% accuracy), and
- Scored less than 18 on the Daze Reading Comprehension subtest of the *DIBELS Next* assessment (Goal: score of 24+).
- Earned a “D” or “F” in Reading Achievement or Math Achievement on the third trimester report card.

Retention in Grades 6, 7, and 8

- Earned a “D” or “F” in English or Math on the third trimester report card, and
- Earned a Grade Point Average of 1.5 or less on the third trimester report card.

**PROMOTION/ACCELERATION/RETENTION** (continued)**E.CONDITIONAL PROMOTION**

Special consideration may be given when it is determined by school personnel that retention may not benefit the student.

*(cf. 5121 – Grades/Evaluation of Student Achievement)*

*(cf. 6162.5 – Student Assessment)*

**Identification of Students**

If a student is identified as performing below the minimum standards for promotion, the student shall be retained in his/her current grade level unless the student's regular classroom teacher or the Student Study Team at the middle school level has determined in writing that retention is not the appropriate intervention to remediate the student's academic deficiencies. This determination shall specify the reasons that retention is not appropriate for the student and shall include recommendations for intervention other than retention that, in the opinion of the teacher or Student Study Team, are necessary to assist the student in attaining acceptable levels of academic achievement. (Education Code 48070.5)

**Parent Notification**

When a student is identified as at risk of retention, the Superintendent or designee shall notify the student's parent/guardian.

Information pertaining to the student's academic achievement shall be provided and discussed with the parent/guardian and the principal before any final determination of retention or conditional promotion. (Education Code 48070.5)

*(cf. 5145.6 – Parental Notifications)*

The Superintendent or designee shall also provide a copy of the district's promotion/retention policy and administrative regulation to those parents/guardians who have been notified that their child is at risk of retention.

**Appeals Process**

The decision to promote or retain a student may be appealed consistent with Board policy, administrative regulation and law.

The burden shall be on the appealing party to show why the decision should be overruled. (Education Code 48070.5)

**PROMOTION/ACCELERATION/RETENTION** (continued)

To appeal a decision, the appealing party shall submit a written request to the Superintendent or designee specifying the reasons why the decision should be overruled. The appeal must be initiated within 10 school days of the determination of retention or promotion. The teacher shall be provided an opportunity to state orally and/or in writing the criteria on which his/her decision was based.

Within 30 days of receiving the request, the Superintendent/designee shall determine whether or not to overrule the teacher’s decision. Prior to making this determination, the Superintendent or designee may meet with the appealing party and the teacher. If the Superintendent or designee determines that the appealing party has overwhelmingly proven that the decision should be overruled, he/she shall overrule the decision. The Superintendent or designee’s determination may be appealed by submitting a written appeal to the Board within 15 school days. Within 30 days of receipt of a written appeal, the Board shall meet in closed session to decide the appeal.

The Board’s decision may be made on the basis of documentation prepared as part of the appeal process or, at the discretion of the Board. The Board may also meet with the appealing party, the teacher and the Superintendent/designee to decide the appeal. The decision of the Board shall be final.

*(cf. 9321 – Closed Session Purposes and Agendas)*

*(cf. 9321.1 – Closed Session Actions and Reports)*

If the decision of the Board is unfavorable to the appealing party, he/she shall have the right to submit a written statement of objections, which shall become part of the student’s record.

*(cf. 1312 – Complaints Against the Schools)*

*(cf. 5125 – Student Records)*

*(cf. 5125.3 – Challenging Student Records)*

Regulation  
approved:

**FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT**  
Fountain Valley, CA

# Fountain Valley School District

## MEMORANDUM

TO : Board of Trustees  
FROM : Cathie Abdel, Assistant Superintendent, Personnel  
SUBJECT : **RESOLUTION 2015-11: AUTHORIZATION FOR  
TEACHING CREDENTIALS 2014-2015 SCHOOL YEAR**  
DATE : October 31, 2014

---

### **Background:**

The Governing Board of a school district by Resolution may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class below grade 9 provided that the teacher has completed at least 12 semester units or 6 upper division units of coursework at an accredited institution in each subject to be taught.

The Governing Board of a school district may authorize the holder of a single subject teaching credential or a standard teaching credential may be assigned to teach classes in grades 5 to 8 of a middle school if the teacher has a minimum of 12 semester units or 6 upper division or graduate units of coursework at an accredited institution in the subject to which he/she is assigned.

### **Recommendation:**

It is recommended that the Board of Trustees adopt Resolution 2015-11 to approve the teaching assignments listed.

# FOUNTAIN VALLEY SCHOOL DISTRICT

## RESOLUTION NO. 2015-11

### EDUCATION CODES 44256(b), 44258.2

#### Authorization for Teaching Credentials

**WHEREAS**, Education Code 44256(b) states that the governing board of school district by resolution may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in each subject to be taught. The authorization shall be with the teacher's consent.

Bosl, Charlene	English/Reading
Brunner, Michael	Science/Math/Pre-Algebra
Flores, Staci	English/History/Social Science
Fouse, Erin	History/Social Science
Hall, Scott	History/Social Science
James, Brooke	English/History/Social Science/Art
Johnson, Jannette	English/History/Social Science
Menendes, Malia	Math, Pre-Algebra/Algebra, Geometry
Negro, Carrie	History/Social Science
O'Neal, Dawn	History/Social Science
Patriarca, Renee	English/History/Social Science/Speech
Perkins, Larissa	History/Social Science
Phillips, Jody	English/History/Social Science
Trimm, Amy	English/Reading
Walton, Lorri	Math/Algebra/Pre-Algebra, Geometry, Spanish
Woo, Linda	Math/Art
Yu, Connie	Science

**WHEREAS**, Education Code 44258.2 states that the holder of a single subject teaching credential or a standard teaching credential may with his or her consent, be assigned by action of the local governing board to teach classes in grades 5 to 8, inclusive, in a middle school, if he or she has a minimum of 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in the subject to which he or she is assigned. This assignment shall be for one year, but may be renewed annually by action of the governing board.

Fockler, Beth	History/Social Science; Math
---------------	------------------------------

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the Governing Board of the Fountain Valley School District hereby approves the following teaching assignments per Education Code 44256 (b), and Education Code 44258.2 for the 2014-2015 school year.

*PASSED AND ADOPTED By the Governing Board on November 13, 2014 by the following vote:*

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

**STATE OF CALIFORNIA** )

) ss

**COUNTY OF ORANGE** )

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

**WITNESSED** my hand this 13<sup>th</sup> day of November, 2014.

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Clerk of the Governing Board



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: November 13, 2014  
SUBJECT: **APPROVAL OF A CONTRACT WITH EXECUTIVE ENVIRONMENTAL  
TO PERFORM A THREE YEAR ROUTINE RE-INSEPCION OF TEN  
SCHOOLS AND THE DISTRICT OFFICE**

---

**BACKGROUND**

Executive Environmental will conduct the routine three-year Asbestos Hazard Emergency Response Act (AHERA) re-inspection of our 10 District school sites and the District Office. The inspection will be conducted by a Certified Asbestos Professional and will include two copies of the inspector's written report; one copy for the District's file and one to be housed at the school site.

During the District's last review the inspector stated in each site report, "All ACBM's have been removed from all buildings of the site. No visible suspect ACBM's remain at this site." We expect this re- inspection to yield similar results. In the 1980's the District removed friable asbestos containing material from its sites. During modernization the non-friable floor tile was replaced.

**Impact**

The scope of work outlined in the contract with Executive Environmental totals \$4,200.00.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the contract, in the amount of \$4,200.00 with Executive Environmental to perform three year routine re-inspection of ten schools and the District Office



Industrial Hygiene • Air Quality • Lead & Asbestos • Training • Health & Safety

October 16, 2014

Via e-mail (page 1 of 5)

Mr. Joe Hastie  
Director of Maintenance and Operations  
Fountain Valley Elementary School District  
100555 Slater Avenue  
Fountain Valley, California 92708

RE: EE Proposal # 14-00128-P117 for an AHERA three-year re-inspection of 10 schools and the District Office

Dear Mr. Hastie:

Enclosed is EE's proposal to provide the three-year Asbestos Hazard Emergency Response Act (AHERA) re-inspection of 10 school sites and the District Office of the Fountain Valley Unified School District. Certified Asbestos Professionals will conduct the inspections on dates to be determined.

The AHERA asbestos inspection will ensure that the district is in compliance with the Environmental Protection Agency (EPA) requirements for the Local Education Agency (LEA) and will facilitate the proper management of asbestos-containing materials during construction projects.

Two copies of the inspection's written report will be furnished to the district. One copy will be used for the central archive file; the other copy should be distributed to the school facility to be kept on-site for inclusion in the original management plan. We will also provide PDF versions of the reports on a CD.

The fee stated in our contract is a lump sum.

To indicate your acceptance of this agreement, please initial each page where indicated, sign and fax the attached proposal to my attention at (626) 441-0016. Upon receipt of the signed contract, I will contact you to schedule the survey.

If you have any questions, please contact me at (626) 441-7050.

Sincerely,

Tim Galeana, CAC, CLP  
Asbestos/Lead Group Field Supervisor



Industrial Hygiene • Air Quality • Lead & Asbestos • Training • Health & Safety

**CONSULTING SERVICES AGREEMENT**

This Consulting Services Agreement (EE Proposal # 14-00128-P117) is made and entered into by and between **FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT**, having its principal office at **10055 SLATER AVENUE, FAOUNTAIN VALLEY, CALIFORNIA 92708** (the "CLIENT"), and **EXECUTIVE ENVIRONMENTAL SERVICES CORPORATION**, a California Corporation, DBA **EXECUTIVE ENVIRONMENTAL**, whose principal place of business is located at **310 East Foothill Boulevard, Suite 200, Arcadia, California 91006** (the "COMPANY").

1. SCOPE OF SERVICES AND DELIVERABLES. The CLIENT hereby engages the COMPANY and the COMPANY hereby consents to being engaged by the CLIENT to:

**SCOPE OF SERVICE**

**TO BE DELIVERED**

- |  |   |
|--|---|
| (a) Visit 10 school sites and District Office in the Fountain Valley Elementary School District.   | (a) To be scheduled.  |
| (b) Provide an Asbestos Hazard Emergency Response Act (AHERA) three-year re-inspection of all school district facilities (constructed before 1993) for asbestos-containing building materials using prior inspection data. All materials previously documented as containing asbestos – either via testing or assumption – will be verified as to existence, quantity, and condition. Locations will be documented and materials will be quantified and assigned an EPA damage category and response action. | (b) To be scheduled.  |
| (c) Provide personnel and equipment to complete the work.  | (c) As required.  |
| (d) Cover letter to Mr. Joe Hastie dated October 16, 2014.   | (d) As required.  |
| (e) Provide written report of findings and recommendations.  | (e) Report to be provided within 10 business days following survey. |

COMPANY \_\_\_\_\_  
*Initials*

CLIENT \_\_\_\_\_  
*Initials*

2. CLIENT SUPPORT. CLIENT agrees, in support of services rendered, to the following:
  - (a) Provide access to the CLIENT'S premises, site locations, equipment, and personnel as needed to complete the services.
  - (b) Provide access and equipment to safely access heights.
  - (c) Provide electrical power to operate field equipment.
  
3. FEES AND EXPENSES. CLIENT shall compensate the COMPANY for Services provided hereunder at the then current hourly rate(s) for the disciplines performing the work and shall additionally reimburse the COMPANY for necessary expenses incurred by it in providing the Services, including, without limitation, travel, communication, computer utilization, laboratory fees, and photo reproduction expenses in accordance with the COMPANY'S standard policies or billing schedules. The cost of the agreed-to services is a lump sum of **four thousand two hundred dollars (\$4,200.00)**.

The CLIENT shall pay the COMPANY within fifteen (15) days of receipt by the CLIENT of the COMPANY'S invoice.

The CLIENT shall pay the COMPANY a service fee of 2.0% on all invoices not paid within thirty (30) days of the date of the invoice.

This Consulting Services Agreement includes and the attached Terms and Conditions all of which are incorporated herein by reference. In the event of inconsistency between this agreement and the attached schedules and Terms and Conditions, the terms of this agreement will prevail. The parties have caused their respective duly authorized representatives to execute this Consulting Services Agreement as of **October 16, 2014** (the "Effective Date").

The Contract continues on the next page.  
The remainder of the page is blank.

COMPANY \_\_\_\_\_  
*Initials*

CLIENT \_\_\_\_\_  
*Initials*

**EXECUTIVE ENVIRONMENTAL  
(The COMPANY)**

**FOUNTAIN VALLEY ELEMENTARY  
SCHOOL DISTRICT  
(The CLIENT)**

BY \_\_\_\_\_

BY \_\_\_\_\_

NAME Daniel H. Ginsborg

NAME Joe Hastie

TITLE Chief Executive Officer

TITLE Director of Maintenance and

DATE \_\_\_\_\_

Operation

DATE \_\_\_\_\_

ADDRESS 310 East Foothill Blvd., Suite 200

Purchase Order No \_\_\_\_\_  
*(if applicable)*

Arcadia, California 91006

ADDRESS 10055 Slater Avenue

PHONE 626.441.7050

Fountain Valley, California 92708

FAX 626.441.0016

PHONE 714.231.2229

E-MAIL dginsborg@execenv.com

E-MAIL hastiej@fvsd.us

The Contract continues on the next page.  
The remainder of the page is blank.

COMPANY \_\_\_\_\_  
*Initials*

CLIENT \_\_\_\_\_  
*Initials*

### TERMS AND CONDITIONS

1. TERM AND TERMINATION.

(a) Term. This Agreement shall be effective commencing on the Effective Date and shall continue in effect until the earlier of (i) Completion of SERVICES or (ii) termination pursuant to subsection (b) below.

(b) Termination. This Agreement may be terminated by either party with upon sixty (60) days prior written notice to the other party. Outstanding invoices are to be paid within ten (10) days of the termination date.

2. TAXES. The compensation provisions hereof do not include any applicable sales, service, use, ad valorem or personal property taxes arising out of the performance of the Services hereunder, all of which taxes are the sole liability of CLIENT.

3. DISCLAIMER. All reports and recommendations are based on conditions and practices observed and information made available to the COMPANY by the CLIENT and the designated sites/facilities. Reports do not purport to set forth all hazards nor to indicate that other hazards do not exist. No responsibility is assumed by the COMPANY for the control or correction of conditions or practices existing at the facilities, or at any other premises surveyed by the COMPANY for and on behalf of the CLIENT. The COMPANY'S services shall be governed by the standard of practice for professional services measured as at the time those services are rendered.

4. INDEMNIFICATION. Except for breach of this Agreement or negligence of the COMPANY, the COMPANY shall have no liability to the CLIENT with respect to any loss or other damage suffered or incurred in connection with the services provided to the CLIENT under the provisions of this Agreement, and the CLIENT shall indemnify, defend and hold the COMPANY, its agents and employees, harmless from and against all damages, judgments, costs or other expenses (including reasonable legal fees) incurred as a result of any claim or charge made against the COMPANY, or the CLIENT in connection with the services rendered to the CLIENT by the COMPANY, except such damages, judgments, costs or expenses caused by or resulting from the COMPANY'S breach of this Agreement or its negligence.

5. LIMITATION OF LIABILITY. In no event shall COMPANY be liable in any way to CLIENT or others for any indirect, special or consequential damages of any nature, whether foreseeable or not, regardless of whether COMPANY had been advised of the possibility of such damages. In no event will COMPANY'S liability in connection with the services whether caused by non-performance, defects, errors, breach of warranty or otherwise, exceed the total compensation paid to COMPANY by CLIENT for the reports at issue, exclusive of reimbursed costs hereunder. These limitations apply to all causes of action in the aggregate, whether based in contract, tort or otherwise, but do not apply to claims arising out of damage to tangible personal property or personal injury caused by COMPANY'S employees while on CLIENT'S premises.

6. CONFIDENTIAL INFORMATION. The CLIENT and the COMPANY each acknowledges that during the term of this Agreement each will acquire confidential information relating to the business and operations of the other including, without limitation, each party's methods of doing business, and each party's products, processes, and customer lists (collectively, the "Confidential Information"). Each party hereby acknowledges that ALL OF THE OTHER PARTY'S Confidential Information is valuable, unique, and constitutes trade secrets and proprietary information. The parties agree that each other's confidential information and trade secrets constitute proprietary information developed by each over time at significant expense, that such information is generally not known or available to the public including the parties' competitors, that ownership of such information gives each party a competitive advantage in the market place over those who do not own or have access to such information and that such information has been the subject of reasonable efforts over time to protect the confidentiality thereof. Upon the termination of this Agreement, each party's knowledge of the other party's Confidential Information will enable it (or any other individual, company, or person with which it is associated in any manner) to compete with the other party in a manner likely to cause irreparable harm upon the disclosure of such Confidential Information. Accordingly, each party hereby irrevocably represents, warrants, and covenants to the other party that it shall not disclose, directly or indirectly, any of the Confidential Information to any individual, firm, company, or other entity and shall not use any Confidential Information in any manner whatsoever except as permitted under this Agreement, unless such Confidential Information becomes a matter of public record or as information

made available to the public, or unless legally required to do so. This obligation as to confidentiality and non-use shall survive the Terms of this Agreement.

7. INDEPENDENT CONTRACTOR. In providing its services, the COMPANY shall be an independent contractor, and the CLIENT will have no right to exercise supervision as to the manner or method by which the COMPANY provides its services, except that the COMPANY'S employees and representatives shall adhere to the safety policies and procedures provided by the CLIENT of the designated sites/facilities while on the premises thereof.

8. NON-SOLICITATION. During the term of this Agreement and for a period on 3 years post-termination, Client agrees that Client shall not directly or indirectly hire, employ or retain any of Company's employees, agents, representatives and personnel (collectively 'Company's employees'), or otherwise solicit, induce, recruit or encourage or attempt to solicit, induce, recruit or encourage any Company employee to terminate his or her relationship with Company for any reason whatsoever.

9. ARBITRATION. As a condition precedent to any right of action hereunder, any dispute or difference between the parties in connection with or arising out of this Agreement shall be referred to and determined by arbitration under the rules and procedures of the Judicial Arbitration and Mediation Services ('J.A.M.S.'). The dispute shall be ruled upon and resolved by one arbitrator selected by the parties or otherwise designated in accordance with J.A.M.S. rules. The arbitration shall be conducted at J.A.M.S. offices located in Los Angeles County, California and the arbitrator's award shall be final, binding and non-appealable except as provided under applicable California law. In addition to damages and such other remedies and relief as may be awarded by the arbitrator, the prevailing party shall also be entitled to recover its arbitrations costs and expenses, including without limitation all related arbitrator's and attorney's fees.

10. GOVERNING LAW; VENUE. The provisions of this Agreement shall be governed by laws of the state of California and the parties to this Agreement consent to and acknowledge that any disputes (including arbitration) arising under this Agreement shall be venued in Los Angeles County, California.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and merges and supersedes all prior discussions, understandings and agreements between the parties relating to the subject matter thereof. This Agreement may be amended or modified only by a written document executed by both the COMPANY and the CLIENT, and the terms hereof shall not be modified by any purchase order of acknowledgment, even though the COMPANY may have signed such a document.

12. ASSIGNMENT. No assignment of this Agreement, or of the rights, duties, and obligations thereunder, shall be permitted, except with the prior written consent of the other party.

13. SEVERABILITY AND SURVIVAL. If any of the provisions contained in this Agreement are held to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired and the Agreement shall continue as if such illegal, invalid, or unenforceable provisions were not and are not contained in this Agreement. Limitations of liability and indemnities described in this Agreement shall survive the termination of this Agreement.

14. NOTICES. Any notice, invoice or other correspondence required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given if served personally, if sent by facsimile transmission or, on the third day following posting by first-class mail, postage prepaid, addressed to the addresses set forth above or such other address, as either party hereto may designate by notice to the other party.

COMPANY \_\_\_\_\_  
Initials

CLIENT \_\_\_\_\_  
Initials



# FOUNTAIN VALLEY SCHOOL DISTRICT

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

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## MEMORANDUM

TO: Anne Silavs, Assistant Superintendent, Instruction

FROM: Cara Robinson, Director, Support Services

SUBJECT: Board Item – Special Education Settlement Agreement

DATE: November 3, 2014 for November 13, 2014 Board Meeting

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### BACKGROUND:

According to a Settlement Agreement signed on October 27, 2014, between Parent(s) and the Fountain Valley School District, this is a two step agreement:

Agreement: Educational placement pending KIDA (Non-Public School) opening. Student to remain in Fountain Valley School District until KIDA School opens. KIDA a non-public school will open approximately January 2015 or February 2015. KIDA School does not have a definitive start date. The opening of KIDA School is contingent upon meeting registration numbers.

Student to remain in Fountain Valley School District until KIDA, non-public school opens:

- This is a two year agreement which includes 2014-2015 regular and extended school year and 2015-2016 regular and extended school year.
- It was agreed to reimburse parents for the 2014-2015 regular and extended school year and for the 2015-2016 regular and extended school year for collectively, "Compensatory Services", which includes speech and language services and behavioral/occupational services, and to pay KIDA yearly tuition costs per year and to reimburse parents transportation costs to and from school on a daily basis at the federal rate per mile and to pay attorney fees.
- Inclusive in the agreement, the District agrees to pay as full and final payment the outstanding claims for any and all claims for attorneys' fees, legal costs and/or expert fees. The amount of Eleven Thousand Dollars (\$11,000.00) shall be paid directly to the attorney.

In summary, year one of the settlement agreement, 2014-2015 regular and extended school year not to exceed \$47,594 which includes services while attending Fountain Valley School District and pro-rated tuition and compensatory services when KIDA School opens and student enrolls in KIDA School. Year two of the settlement agreement, 2015-2016 regular and extended school year not to exceed \$44,382. This reflects full year attending KIDA in 2015-2016 regular and extended school year.

### RECOMMENDATION:

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

**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: October 31, 2014  
Subject: **Non-Public Agency Contracts**

Board Meeting Date: November 13, 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
449757-3161	Providence Speech and Hearing Center	4,400.00	November 13, 2014 to June 30, 2015

Approved by the FVSD Board of Trustees  
November 13, 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: 10-31-14 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Providence Speech and Hearing Center  
 Pupil Name: 449757-3161 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 N/A
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
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B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Language and Speech Therapy	NPA	60.00 Minutes	110.00	40.00	4,400.00
40hrs total by 6/30/16					

Maximum Total Related Services Costs (B) 4,400.00

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  
(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: November 13, 2014  
and terminates on 5:00 p.m. on: June 30, 2015  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Providence Speech and Hearing 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)

1301 Providence Ave., Orange, CA 92868  
(Address)

714-923-1520                      714-744-3841  
(Telephone Number)              (FAX Number)

95-6154473  
(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. <b>3161</b>
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**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 13th day of November, 2014, between the Fountain Valley School District (hereinafter referred to as “District” or local educational agency “LEA”) and Providence Speech and Hearing 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,

**Providence Speech and Hearing Center**

**Fountain Valley School District**

Nonpublic School/Agency

By: \_\_\_\_\_

Signature

Date

By: \_\_\_\_\_

Signature

Date

\_\_\_\_\_  
Name and Title of Authorized Representative

**Marc Ecker, Ph.D., Superintendent**

\_\_\_\_\_  
Name and Title of Authorized Representative

APPROVED BY THE LOCAL EDUCATION  
AGENCY GOVERNING BOARD ON: \_\_\_\_\_

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Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Name and Title <b>Patrick J Middleton, Fiscal and MIS Manager</b>
Nonpublic School/Agency/Related Service Provider	LEA <b>WOCCE / Huntington Beach Union High School District</b>
Address	Address <b>5832 Bolsa Avenue</b>
City                      State                      Zip	City                      State                      Zip <b>Huntington Beach, CA 92649</b>
Phone                      Fax	Phone                      Fax <b>714.903.7000 ext 4615      714.372.8109</b>
Email	Email <b>pmiddleton@hbuhd.org</b>

**Additional LEA Notification  
(Required if completed)**

Name and Title
Address
City                      State                      Zip
Phone                      Fax
Email

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**EXHIBIT A: RATES**

**CONTRACTOR Providence Speech and Hearing 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	\$ _____	_____ 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	\$ <b>110.00</b>	<b>60</b> Minutes
(004.2) b. Language and Speech Therapy - Group	\$ _____	_____ Minutes
(004.3) c. Language and Speech Therapy - Per Diem	\$ _____	_____ Minutes
(004.4) d. Language and Speech Therapy - Consultation Rate	\$ _____	_____ Minutes
(005.1) a. Additional Classroom Aide - Individual	\$ _____	_____ Minutes
(005.2) b. Additional Instructional Assistant - Group	\$ _____	_____ Minutes
(006) Intensive Special Education Instruction	\$ _____	_____ Minutes
(007.1) a. Occupational Therapy - Individual	\$ _____	_____ Minutes
(007.2) b. Occupational Therapy - Group	\$ _____	_____ Minutes
(007.3) c. Occupational Therapy - Consultation Rate	\$ _____	_____ Minutes
(008.1) a. Physical Therapy - Individual	\$ _____	_____ Minutes
(008.2) b. Physical Therapy - Group	\$ _____	_____ Minutes
(008.3) c. Physical Therapy - Consultation Rate	\$ _____	_____ Minutes
(009.1) a. Behavior Intervention	\$ _____	_____ Minutes
(009.2) b. Behavior Intevention - Supervision	\$ _____	_____ Minutes
(010) Nursing Services	\$ _____	_____ Minutes
(011) Residential Board and Care	\$ _____	_____ 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: \_\_\_\_\_