



Fountain Valley School District

BOARD OF TRUSTEES  
ANNUAL ORGANIZATIONAL MEETING

**AGENDA**

Board Room  
10055 Slater Avenue  
Fountain Valley, CA

**December 7, 2017**

- CALL TO ORDER: 5:30PM
- ROLL CALL
- APPROVAL OF AGENDA

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

**BOARD WORKSHOP**

**1. MEASURE O PROJECT UPDATE**

Assistant Superintendent, Business Services, Chris Fullerton, and Director, Maintenance and Facilities, Joe Hastie, will provide an update to the Board of Trustees regarding Phases 1 and 2 of the Measure O HVAC and Modernization Project.

- 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.
- Pupil Personnel: *Education Code 35146*
- Negotiations: *Government Code 54957.6*

*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.*

Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board’s designated representative, Cathie Abdel.

- Conference with Real Property Negotiator: *Government Code Section 54956.8*  
 Property: Approximately 2.10 acres of land improved with a 43,191 sq. ft. two-story commercial office building located at 265 S. Anita Drive, Orange, California (known generally as the Crossroads Office Park site) (“Property”).

Negotiating Parties: Fountain Valley School District (real property negotiators Christine Fullerton, Assistant Superintendent, Business Services, and District legal counsel) (potential Seller), and the County of Orange (potential Buyer).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with the proposed sale of the Property to the potential Buyer.

- Conference with Legal Counsel – Existing Litigation: *Government Code Section 54956.9*  
 (Subdivision (a) of Section 54956.9)

Name of case: Cal200 v. Apply Valley USD, et al.

- Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of *Government Code section 54956.9*: 1 case

- PLEDGE OF ALLEGIANCE

**SPECIAL PRESENTATIONS**

**2. RECOGNITION OF OUTGOING PRESIDENT SANDRA CRANDALL**

The Board of Trustees would like to recognize and thank outgoing Board President Sandra Crandall for her leadership this past year. The Board of Trustees will join staff and the community in celebrating the successes of 2017 in the Fountain Valley School District under her leadership.

- RECESS

**STAFF REPORTS AND PRESENTATIONS**

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

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra will present and review with the Board of Trustees the First Interim Report for the Fountain Valley School District.

**BOARD REPORTS AND COMMUNICATIONS**

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

**PUBLIC COMMENTS**

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

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

**LEGISLATIVE SESSION**

- 4. ELECTION OF BOARD PRESIDENT FOR 2018** M \_\_\_  
2<sup>nd</sup> \_\_\_  
V \_\_\_

Superintendent's Recommendation: It is recommended that the Board of Trustees opens nominations and reaches consensus on a Board President for the calendar year 2018.

- 5. ELECTION OF PRESIDENT PRO TEM FOR 2018** M \_\_\_  
2<sup>nd</sup> \_\_\_  
V \_\_\_

Superintendent's Recommendation: It is recommended that the Board of Trustees opens nominations and reaches consensus on a Board President Pro Tem for the calendar year 2018.

- 6. ELECTION OF BOARD CLERK FOR 2018** M \_\_\_  
2<sup>nd</sup> \_\_\_  
V \_\_\_

Superintendent's Recommendation: It is recommended that the Board of Trustees opens nominations and reaches consensus on a Board Clerk for the calendar year 2018.

- 7. SELECTION OF REPRESENTATIVES TO COUNTY COMMITTEES AND COUNCILS AND DISTRICT COMMITTEES** M \_\_\_  
2<sup>nd</sup> \_\_\_

V \_\_\_\_

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

Superintendent's Recommendation: It is recommended that the Board of Trustees opens for discussion and reaches consensus on board representation on County Councils and District Committees.

**8. SELECTION OF BOARD MEETING DATES FOR 2018**

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

Superintendent's Recommendation: It is recommended that the Board of Trustees discusses and reaches consensus on the Board Calendar for 2018.

**9. CSBA DELEGATE ASSEMBLY NOMINATIONS**

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

The Delegate Assembly is the policy-making body of CSBA. Board members elected to the Delegate Assembly serve a two-year term beginning April 1, 2018.

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

**10. 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**

- 10-A.** Board Meeting Minutes from November 9 regular meeting
- 10-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 10.C.** Donations
- 10-D.** Warrants
- 10-E.** Purchase Order Listing
- 10-F.** Budget Adjustments
- 10-G.** Resolution 2018-18: Payment to Trustee Jeanne Galindo for missed meeting due to illness.



**Consent Items**

**10-H. APPROVAL OF 2017-18 FIRST INTERIM REPORT**

Superintendent's Comments: The First Interim Report is completed and submitted to the County Office of Education and the State Controller's Office as of October 31, 2017. It is recommended that the Board of Trustees receives and authorizes submittal of the First Interim Report for 2017-18.

**10-I. REVIEW AND APPROVAL OF 2016-17 FINANCIAL AUDIT**

Superintendent's Comments: It is recommended that the Board of Trustees receives and accepts the 2016-17 Financial Audit.

**10-J. APPROVAL OF A THREE-YEAR EXTENSION OF THE MCGRAW-HILL EDUCATION CA MATH TEXTBOOK ADOPTION FOR FVSD MIDDLE SCHOOLS**

Superintendent's Comments: It is recommended that the Board of Trustees approves the three-year extension of the McGraw-Hill Education *CA Math* textbook adoption to continue providing textbook materials for the District's three middle schools.

**10-K. DECLARATION OF SURPLUS PROPERTY AND AGREEMENT WITH GENERAL AUCTION COMPANY FOR DISPOSAL OF DISTRICT SURPLUS VEHICLES**

Superintendent's Comments: It is recommended that the Board of Trustees declares the property listed in the attached memo to be surplus. It is further recommended that the Board of Trustees approves the agreement with General Auction Company and authorizes the Superintendent or designee to sign all related documents.

**10-L. APPROVE RESOLUTION 2018-17 ESTABLISHING DISTRICT STANDARDS FOR PARTS, EQUIPMENT AND PRODUCTS ASSOCIATED WITH THE MEASURE O HVAC AND MODERNIZATION PROJECTS**

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2018-17, establishing District standards for parts, equipment, and produces associated with Measure O HVAC and Modernization Projects.

**10-M. APPROVAL OF REVISED CONSULTING SERVICES AGREEMENT WITH TOTAL COMPENSATION SYSTEMS, INC. FOR POST-EMPLOYMENT BENEFITS ACTUARIAL STUDY**

Superintendent's Comments: It is recommended that the Board of Trustees approves the consulting services agreement and authorizes the Superintendent or designee to sign all required documents.

**10-N. NON-PUBLIC AGENCY CONTRACTS**

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

Non-Public School/Agency	100% Contract Cost	Effective Dates
LeRoy Haynes Center for Children And Family Services	N/A	12/7/17-6/30/18
LeRoy Haynes Center for Children And Family Services	\$4,000	12/7/17-6/30/18
Port View Preparatory School, Inc.	\$13,747.50	7/1/17-6/30/18

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

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

- CLOSED SESSION
- APPROVAL TO ADJOURN

**The next regular meeting of the Fountain Valley School District  
Board of Trustees is on Thursday, January 18, 2018 at 7:00pm  
(pending Board approval this evening).**

*A copy of the Board Meeting agenda is posted on the District's web site ([www.fvsd.us](http://www.fvsd.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 by calling 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 by calling 714.843.3255 or by faxing 714.841.0356.

Board meeting of December 7, 2017



Fountain Valley School District  
Business Services Division

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
SUBJECT: **MEASURE O PROJECT UPDATE**  
DATE: November 30, 2017

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**Background:**

Assistant Superintendent, Business Services, Christine Fullerton and Director, Maintenance and Facilities, Joe Hastie, will provide an update to the Board of Trustees regarding Phases 1 and 2 of the Measure O HVAC and Modernization Project.

Board meeting of December 7, 2017



SO 2017-18/B18-10  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Mark Johnson, Ed.D., Superintendent  
SUBJECT: **RECOGNITION OF OUTGOING BOARD PRESIDENT SANDRA CRANDALL**  
DATE: November 30, 2017

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**Background:**

The Board of Trustees would like to recognize and thank outgoing Board President Sandra Crandall for her leadership this past year. The Board of Trustees will join staff and the community in celebrating the successes of 2017 in the Fountain Valley School District under her leadership.

Board meeting of December 7, 2017



SO 2017-18/B18-11  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Mark Johnson, Ed.D., Superintendent  
SUBJECT: **FIRST INTERIM REPORT PRESENTATION (WRITTEN AND ORAL)**  
DATE: November 30, 2017

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**Background:**

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra will present and review with the Board of Trustees the First Interim Report for the Fountain Valley School District.



SO 2017-18/B18-12  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Rina Lucchese, Executive Assistant  
SUBJECT: **Election of Board President for 2018**  
DATE: November 30, 2017

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**Background:**

The provisions of the Education Code require the governing board of each school district to hold an annual organizational meeting within a prescribed 15-day period. At the board meeting of November 9, 2017, the Board of Trustees took action to select Thursday, December 7, 2017 at 7:00 pm as the date and time of the annual meeting.

As part of the annual organizational meeting, the Board of Trustees will elect its officers for the calendar year 2018.

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

**Recommendation:**

It is recommended that the Board of Trustees opens nominations and reaches consensus on a Board President for the calendar year 2018.



SO 2017-18/B18-13  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Rina Lucchese, Executive Assistant  
SUBJECT: **Election of Board President Pro Tem for 2018**  
DATE: November 30, 2017

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**Background**

As part of the annual organizational meeting, the Board of Trustees will elect its officers for the calendar year 2018. Board members shall make a motion, a second, and vote for a Board President Pro Tem.

**Recommendation**

It is recommended that the Board of Trustees opens nominations and reaches consensus on a Board President Pro Tem for the calendar year 2018.



SO 2017-18/B18-14  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Rina Lucchese, Executive Assistant  
SUBJECT: **Election of Board Clerk for 2018**  
DATE: November 30, 2017

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**Background**

As part of the annual organizational meeting, the Board of Trustees will elect its officers for the calendar year 2018. Board members shall make a motion, a second, and vote for a Board Clerk.

**Recommendation**

It is recommended that the Board of Trustees opens nominations and reaches consensus on a Board Clerk for the calendar year 2018.





SO 2017-18/B18-15  
 Fountain Valley School District  
 Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
 FROM: Mark Johnson, Superintendent  
 SUBJECT: **Selection of Representatives to County Committees and Councils and District Committees**  
 DATE: November 30, 2017

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**Background**

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

1. Nominating Committee/County Committee on School District Organization <i>Representative:</i> <i>Alternate:</i>	4. District Audit Committee <i>Representative:</i> <i>Alternate:</i>
2. Health and Wellness Committee <i>Representative:</i> <i>Alternate:</i>	5. Superintendent Parent Council (SPC) <i>Representative:</i> <i>Representative:</i>
3. Representative to the Legislative Action Committee for Education (ACE) <i>Representative:</i> <i>Representative:</i>	6. Facilities Committee <i>Representative:</i> <i>Representative:</i>

**Recommendation:**

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



SO 2017-18/B18-08  
Fountain Valley School District  
SUPERINTENDENT'S OFFICE

MEMORANDUM

TO: Board of Trustees  
FROM: Mark Johnson, Ed.D., Superintendent  
SUBJECT: **Selection of Board Meeting Dates for 2018**  
DATE: November 30, 2017

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**Background**

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

January 18  
February 15  
March 8 / Workshop hold March 22 at 5:30pm  
April 19  
May 10  
June 14  
June 21  
July 12  
August 23  
September 6  
October 11 / Workshop hold October 25 at 5:30pm  
November 8  
December 6

**Recommendation**

It is recommended that the Board of Trustees discusses and reaches consensus on the Board Calendar for 2018.



SO 2017-18/B18-16  
Fountain Valley School District  
SUPERINTENDENT'S OFFICE

MEMORANDUM

TO: Board of Trustees  
FROM: Mark Johnson, Superintendent  
SUBJECT: **CSBA Delegate Assembly Nominations**  
DATE: November 30, 2017

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**Background:**

The California School Board Association is accepting nominations to CSBA's Delegate Assembly through January 8, 2018. The Delegate Assembly is the primary policy-making body of CSBA. Delegates adopt CSBA's legislative platform, take positions on critical issues, elect officers, and adopt bylaw changes. Delegates also serve as a communications link between district board members and the regional director and play a role in fostering collegiality within their region.

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

CSBA delegates serve two-year terms. Those elected in 2018 will serve beginning April 1, 2018 through March 31, 2020. There are two required Delegate Assembly meetings each year, one in May in Sacramento and one preceding CSBA's Annual Education Conference and Trade Show in November/December.

**Recommendation:**

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

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

**REGULAR MEETING OF THE BOARD OF TRUSTEES**

10055 Slater Avenue  
Fountain Valley, CA 92708

November 9, 2017

**MINUTES**

President Crandall called the regular meeting of the Board of Trustees to order at 5:30pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

Sandra Crandall	President
Lisa Schultz	President Pro Tem
Jim Cunneen	Clerk
Ian Collins	Member

Absent:

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

AGENDA APPROVAL

Second: Mr. Cunneen

Vote: 4-0

**BOARD WORKSHOPS**

Superintendent, Mark Johnson, Ed.D., and Assistant Superintendent, Business Services, Christine Fullerton, joined the Board for a follow up discussion of the allocation of investment proceeds generated during the 2015-2016 fiscal year from Fund 40-41. Mrs. Fullerton provided a review of the discussion during the August and October workshops. She reviewed the priorities discussed by the Board. Following this, Dr. Johnson shared staff's recommendation that the Board allocate the 2015-16 revenue of \$308,219.38 to facilities/modernization budget. Following discussion, the Board gave direction to allocate the revenue from 2015-16 to the facilities/modernization budget.

DISCUSSION ON THE INVESTMENT OF INCOME FROM FUND 40-41

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

PUBLIC COMMENTS

Mrs. Crandall announced that the Board would retire into Closed Session. Action was not 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.
- Pupil Personnel: *Education Code 35146*  
Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.
- Negotiations: *Government Code 54957.6*  
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- Conference with Legal Counsel—Existing Litigation: *Government Code Section 54956.9*  
(Subdivision (a) of Section 54956.9)

Name of case: Cal200 v. Apply Valley USD, et al.

- Conference with Real Property Negotiator: *Government Code Section 54956.8*  
Property: Approximately 2.10 acres of land improved with a 43,191 sq. ft. two-story commercial office building located at 265 S. Anita Drive, Orange, California (known generally as the Crossroads Office Park site) ("Property").  
  
Negotiating Parties: Fountain Valley School District (real property negotiators Christine Fullerton, Assistant Superintendent, Business Services, and District legal counsel) (potential Seller), and the County of Orange (potential Buyer).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with the proposed sale of the Property to the potential Buyer.

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

PLEDGE OF  
ALLEGIANCE

Dr. McLaughlin led the Pledge of Allegiance.

## **BOARD REPORTS AND COMMUNICATIONS**

Mr. Cunneen noted that he is looking forward to the Masuda Veterans' Day ceremony on Monday. He noted as well missing colleague Mrs. Galindo and thanked everyone for their thoughts and prayers regarding his wife, Mimi.

Mr. Collins' activities since the last meeting included: Huntington Beach Wine and Words fundraiser for literacy, evaluator for the Golden Bell Award, visit to Plavan, FVSF meeting, FV Rotary meeting, Courreges' Veterans' Day ceremony and elementary literacy program staff development day at Plavan.

Mr. Schultz commended our staff for the recent, successful parent conference week, thanking them for their efforts in connecting our families to our schools. She also commended staff's efforts regarding today's elementary literacy program staff development day, in addition to the middle school site-led staff development days focused on Visible Learning. She commended the Courreges' Veterans' Day ceremony, noting the upcoming Masuda Veterans' Day ceremony on Monday. Lastly, with the upcoming holidays, she expressed her wish that everyone has the chance to enjoy time with family and friends.

Mrs. Crandall congratulated Dr. McLaughlin and his team, Dr. Hoefler and her team, Mrs. Fullerton and the technology team, our TOSAs and Mrs. Lucchese for a successful elementary literacy program staff development day at Plavan. Her activities since the last meeting included: District Office Halloween luncheon, Courreges' Veteran's Day ceremony, elementary literacy program staff development day at Plavan, Hyundai Trunk or Treat event, and the Chamber of Commerce Mayor's Ball. She thanked the Board for their service this month.

**PUBLIC HEARINGS**

A public hearing was held for the purpose of receiving public comment on the initial contract proposals between the Fountain Valley School District and the Fountain Valley Education Association for the 2017-18 school year. Public input was welcomed. There were no requests to speak and the hearing was closed.

PUBLIC HEARING ON  
INITIAL CONTRACT  
PROPOSALS BETWEEN  
FOUNTAIN VALLEY  
SCHOOL DISTRICT AND  
FOUNTAIN VALLEY  
EDUCATION  
ASSOCIATION FOR 2017-  
18

**PUBLIC COMMENTS**

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

**LEGISLATIVE SESSION**

**Motion:** Mr. Collins moved to approve the 2017-18 Memorandum of Understanding Between the Orange County Department of Education and the Fountain Valley School District for the Teacher Induction Program Consortium.

Second: Mrs. Schultz

Vote: 4-0

APPROVAL OF 2017-18  
MEMORANDUM OF  
UNDERSTANDING  
BETWEEN THE  
ORANGE COUNTY  
DEPARTMENT OF  
EDUCATION  
AND THE FOUNTAIN  
VALLEY SCHOOL  
DISTRICT FOR THE  
TEACHER INDUCTION  
PROGRAM  
CONSORTIUM

**Motion:** Mr. Cunneen moved to approve the 2017-18 Memorandum of Understanding Between the Orange County Department of Education Program Consortium and the Fountain Valley School District for the Education Specialist (ES) Induction Program Consortium.

Second: Mrs. Schultz

Vote: 4-0

APPROVAL OF 2017-18  
MEMORANDUM OF  
UNDERSTANDING  
BETWEEN THE  
ORANGE COUNTY  
DEPARTMENT OF  
EDUCATION PROGRAM  
CONSORTIUM AND THE  
FOUNTAIN VALLEY  
SCHOOL DISTRICT FOR  
THE EDUCATION  
SPECIALIST (ES)  
INDUCTION PROGRAM  
CONSORTIUM

Regarding item 5, Mrs. Fullerton noted that the District and the County of Orange have made further changes to the purchase agreement originally agendized for tonight’s board meeting. The changes have been provided to the Board, and are mostly non-substantive in nature. These changes are acceptable to administration and District’s legal counsel, and the only real substantive changes relate to allowing the County to negotiate with current tenants, as well as modification to insurance coverage language to become consistent with the current right of entry agreement between the parties. Therefore, staff recommends that the Board approve the purchase agreement as revised and presented at tonight’s board meeting.

ESCROW  
INSTRUCTIONS BY AND  
BETWEEN THE  
FOUNTAIN VALLEY  
SCHOOL DISTRICT AND  
THE COUNTY OF  
ORANGE FOR DISTRICT  
PROPERTY LOCATED  
AT 265 S. ANITA,  
ORANGE, CA  
GENERALLY KNOWN  
AS CROSSROADS  
OFFICE PARK

**Motion:** Mrs. Crandall moved that the purchase agreement and joint escrow instructions between the District and the County of Orange for the Crossroads Office Park property, as has been revised and presented at tonight’s board meeting, be approved by the Board, and that a delegation of authority be given to the Superintendent and the Assistant Superintendent of Business to make any further non-substantive revisions they deemed necessary in consultation with District legal counsel so that we can have this purchase agreement finalized and escrow opened.

Second: Mr. Collins

Vote: 4-0

**Motion:** Mr. Collins moved to approve the Consent Calendar.

CONSENT CALENDAR/  
ROUTINE ITEMS OF  
BUSINESS

Second: Mrs. Schultz

Vote: 4-0

The Consent Calendar included:

- Board Meeting Minutes from October 12th regular meeting
- Board Meeting Minutes from October 26th special meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations



- Warrants
- Purchase Order Listing
- Resolution 2018-15: Compensation to Trustee Jeanne Galindo for missed meeting due to illness
- Annual Organizational Meeting
- Receipt of Fountain Valley Education Association’s Initial Proposal for 2017-18
- Presentation of Fountain Valley School District’s 2017-18 Initial Contract Proposals to the Fountain Valley Education Association
- Special Ed Settlement Agreement 2018-B
- Approval of Contract Between Fountain Valley School District and Turnitin, Llc, to provide Revision Assistant to a Small Group of Teachers in the District’s Three Middle Schools
- Non-Public Agency Contracts

Non-Public School/Agency	100% Contract Cost	Effective Dates
Del Sol School	\$35,716	10/30/2017-6/8/2018
Olive Crest Academy	\$37,158.40	10/11/2017-6/30/2018

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

Dr. Johnson Welcomed Mr. McCombs to the meeting this evening. He thanked him for his work on the Facilities Committee, in addition to being a wonderful community member. As he will now be a Personnel Commissioner, he welcomed him back to the family. Regarding the Courreges’ Veterans’ Day ceremony, he noted his pride in not only being an American, but in Courreges’ teaching our students of the importance of our veterans. He thanked our veterans for their service. Given that we will not see each other until after the Thanksgiving holiday, he wished everyone an opportunity to spend time with family and friends. In closing, he noted the District-led reading conference today held at Plavan, with all seven elementary schools present. He extended the biggest kudos to Dr. McLaughlin and his team for the execution of this conference, with 27 sessions. Each of nearly 200 participants was given the opportunity to choose the session of their preference. In addition, at each of our middle schools, there was a focus on Visible Learning as staff took time to reflect on lessons to better define learning targets, use data to inform practices, and increase rigor for all students. He noted that while he can describe what we did, he is at a loss for the words to express his pride regarding this work. Moreover, he is noted that he is gratified to be in this district and honored to be with those that care so deeply for student learning.

**CLOSED SESSION**

Mrs. Crandall announced that the Board would retire into a second Closed Session. Action was not 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.
- Pupil Personnel: *Education Code 35146*  
Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.
- Negotiations: *Government Code 54957.6*  
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- Conference with Legal Counsel—Existing Litigation: *Government Code Section 54956.9*  
(Subdivision (a) of Section 54956.9)

Name of case: Cal200 v. Apply Valley USD, et al.

- Conference with Real Property Negotiator: *Government Code Section 54956.8*  
Property: Approximately 2.10 acres of land improved with a 43,191 sq. ft. two-story commercial office building located at 265 S. Anita Drive, Orange, California (known generally as the Crossroads Office Park site) ("Property").  
  
Negotiating Parties: Fountain Valley School District (real property negotiators Christine Fullerton, Assistant Superintendent, Business Services, and District legal counsel) (potential Seller), and

the County of Orange (potential Buyer).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with the proposed sale of the Property to the potential Buyer.

**ADJOURNMENT**

**Motion:** Mr. Collins moved to adjourn the meeting at 8:12pm.

**Second:** Mr. Cunneen

**Vote:** Unanimously approved

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL  
December 7, 2017**

**1.0 EMPLOYMENT FUNCTIONS:**

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

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.1.1	Williams, Craig	Resource Specialist	Fulton	11/17/2017

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

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.2.1	Mullen, Katie	KindergartenTeacher	Tamura	Maternity	02/01/2018

**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL  
December 7, 2017**

**2.0 EMPLOYMENT FUNCTIONS**

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	Vogel, Sarah	Gisler CDC	Preschool Instructor	11/14/2017
2.1.2	Estrada, Jacqueline	Talbert	Office Assistant	11/17/2017

2.2 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RETIREMENT OF THE FOLLOWING CLASSIFIED EMPLOYEE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Gordon, Michael	Maintenance	HV Technician	12/30/2017

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.3.1	Del Toro, Diane	Gisler	ESP AIDE	11/01/17
2.3.2	Alvarez, Guadalupe	Newland	ESP AIDE	11/01/17
2.3.3	Bui, Huong	Talbert	IA SH/PH	11/29/17
2.3.4	Naber, Hanan	Fulton	IA SH/PH	11/29/17

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.4.1	Florer, Gary	Cox	Custodian	Medical	10/22/17

2.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PROMOTION OF CLASSIFIED EMPLOYEE, ERIN SPIVEY FROM LIBRARY MEDIA TECHNICIAN AT PLAVAN TO SENIOR LIBRARY MEDIA TECHNICIAN AT DISTRICT OFFICE, EFFECTIVE 11/16/17.

2.6 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE REVISED START DATE OF CSEA'S APPOINTMENT TO THE PERSONNEL COMMISSION, TONY MCCOMBS, EFFECTIVE 12/01/2017.

**3.0 WORKSHOP/CONFERENCE ATTENDANCE:**

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATES</u>
3.1	Hawes, Jennifer	DER Training	Fountain Valley, CA	Actual & Necessary	016919395-5210	Dec. 6, 2017

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

December 7, 2017

**EDUCATIONAL SERVICES**

**4.0 APPROVAL OF ADDITIONAL DUTY REQUESTS**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	MCFERRAN, Allyson (MAS) (Support Services)	District counselor to provide Tobacco-Use Prevention Education (TUPE) to Fulton, Masuda and Talbert	\$3,000	012539961-1255	12-7-2017 through 6-30-2018

**5.0 CONFERENCE/WORKSHOP ATTENDANCE**

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
5.1	Summer STEAM Camp through CA League of Schools	HERTZBERG, Page JAMES, Brooke MCNALLY, Colleen (Talbert)	Palm Desert, CA	Actual and Necessary	012723838-5210	7-16-2017 through 7-17-2017

**Reason for late submittal: Conference occurred over the summer and school did not submit a request for Board approval at that time.**

5.2	MTSS and School Counselor's Role Two Day Professional Development	MCFERRAN, Allyson (MAS) PITSKER, Erin (FUL) PRECIADO, Brenda (TAL) (Support Services)	OCDE, Costa Mesa, CA	\$390 each	010019961-5210	12-15-2017 and 3-2-2018
5.3	Bureau of Education and Research ~ Conference for California School Based SLP's	ARKO, Dori, SLPA (PLA) (Support Services)	Anaheim, CA	\$425.00	010019961-5210	1-16-2018 through 1-17-2018
5.4	California School Nurses Organization ~ The Vitamin C's of School Nursing Conference	FARNUM, Debra, Nurse (Support Services)	Riverside, CA	\$445.00	010019961-5210	2-8-2018 through 2-11-2018

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATIONS

**BOARD APPROVAL DATE: 12/7/2017**

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
<b>COX</b>			
	Assistance League - Emily Harvest	\$392.24	Chromebook & classroom supplies
	Assistance League - Nancy Raymond	\$400.00	Chromebook & classroom supplies
<b>TALBERT</b>			
	Parents & Students	\$100.00	STEAM program donations

**FOUNTAIN VALLEY SCHOOL DISTRICT  
BOARD MEETING DECEMBER 7, 2017**

To: Christine Fullerton  
From: Mino Nhek  
Subject: Warrant Listing  
Warrant Numbers: 78272 - 78551  
Dates: 11/2/2017 - 11/30/2017

Fund 01	General Fund	380,449.90
Fund 12	Child Development	9,517.64
Fund 13	Cafeteria	74,135.72
Fund 21	GOB 2016 Election	-
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	28,087.66
Fund 68	Worker Comp	70,322.50
Fund 69	Insurance	379,440.58
<b>TOTAL</b>		<b>\$ 941,954.00</b>



**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 12/07/2017**

FROM 11/01/2017 TO 11/30/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20M4088	GOLDEN STATE PAVING INC.	7,860.00	7,860.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4089	TOXGUARD	350.00	175.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			175.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
L20M4091	TURF STAR INC.	553.45	553.45	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
L20M4092	KYA SERVICES LLC	3,374.01	3,374.01	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4094	LYTLE SCREEN PRINTING INC.	1,500.00	1,500.00	016919295 5580	7240 SpEd Transportaion-Fuel / Uniform Cleaning
L20M4096	DTSC	225.00	225.00	012869390 5540	Maintenance / Waste Disposal
L20M4148	HOME DEPOT	160.98	160.98	011511089 4310	FVSF Grants Robotics - Tamura / Instructional Supplies
L20M4149	NORTHSTAR AV	678.70	678.70	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4151	SOUTH COAST SUPPLY	2,500.00	2,500.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
L20M4152	EREPLACEMENTPARTS.COM LLC	86.03	86.03	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4155	SMD INC	228.43	228.43	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4156	ARMOR FENCE CONCEPTS	433.24	433.24	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4157	TURF STAR INC.	700.00	700.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
L20M4158	PRECISION CONCRETE CUTTING	10,482.26	10,482.26	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4159	ROBERT SKEELS & COMPANY	729.36	729.36	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20R0774	SOUTHWEST SCHOOL AND OFFICE SU	300.00	300.00	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
L20R0776	OFFICE DEPOT	41.90	41.90	012722929 4325	Sch Site Admin - Fulton / Office Supplies
L20R0783	FOREST PLYWOOD SALES	1,915.47	1,915.47	010142989 4311	Donations - Fulton / Elective Supplies
L20R0796	LYTLE SCREEN PRINTING INC.	366.25	366.25	010142989 5899	Donations - Fulton / Other Operating Expenses
L20R0797	BUREAU OF EDUCATION & RESEARCH	259.00	259.00	010142989 5210	Donations - Fulton / Travel, Conference, Workshop
L20R0816	AWARDS & TROPHIES	13.07	13.07	012719166 4325	Board of Trustees / Office Supplies
L20R0825	CDWG	122.16	122.16	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
			-122.16	012109078 6410	Tech/Media Office Operation / Equipment-Furniture/Computers
L20R0828	SUBURBAN SCHOOL SUPERINTENDENT	750.00	750.00	012719165 5210	Superintendent / Travel, Conference, Workshop
L20R0834	FOUNTAIN VALLEY CHAMBER OF COM	15.00	15.00	012719165 5210	Superintendent / Travel, Conference, Workshop
L20R0844	BUREAU OF EDUCATION & RESEARCH	425.00	425.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
L20R0846	BARNES AND NOBLE	77.48	77.48	011533775 4310	Cotsen Foundation - Oka / Instructional Supplies
L20R0847	CERTIFIED TRANSPORTATION BUS C	493.17	493.17	010143889 5811	Donations - Talbert / Transportation Outside Agency
L20R0848	DODDS KERAN, KIMBERLY MICHELLE	4,000.00	4,000.00	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
L20R0849	ARIEL SUPPLY INC.	425.81	154.91	010028255 4325	Intervention-Administrative / Office Supplies
			270.90	012658155 4325	Assessment and Accountability / Office Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 12/07/2017**

FROM 11/01/2017 TO 11/30/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R0850	GUITAR CENTER INC.	150.53	150.53	010099276 5645	Instrumental Music-Insurance / Outside Srvs-Repairs & Mainte
L20R0852	SOUTHWEST SCHOOL AND OFFICE SU	126.84	126.84	015104060 4310	Special Ed. - Plavan SDC / Instructional Supplies
L20R0853	LEARNING A-Z	989.55	989.55	010113755 5826	Title I - Oka / Licensing/Software,Maint/Supp
L20R0854	AMAZON.COM LLC	226.83	226.83	012719380 4329	Business Department / Disaster Supplies
L20R0856	ARIEL SUPPLY INC.	83.14	83.14	010019961 4330	Medi-Cal Billing-Instructional / Printing/Xerox Supplies
L20R0857	METRO BUSINESS SOLUTIONS INC.	1,032.46	1,032.46	010019380 5645	School Equipment / Outside Srvs-Repairs & Mainten
L20R0858	MARCY COOK MATH	38.64	38.64	011533775 4310	Cotsen Foundation - Oka / Instructional Supplies
L20R0859	CDWG	143.12	143.12	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
L20R0864	ORANGE COUNTY DEPARTMENT OF ED	1,170.00	1,170.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
L20R0865	IXL LEARNING INC.	299.00	299.00	015512960 4310	Special Ed. - Fulton RSP / Instructional Supplies
L20R0867	GUITAR CENTER INC.	75.02	75.02	010142989 4399	Donations - Fulton / Equipment Under \$500
L20R0868	BARNES AND NOBLE	303.89	303.89	011279275 4310	School Climate-Ed Services / Instructional Supplies
L20R0869	OFFICE DEPOT	200.00	200.00	010144949 4325	Sch Site Instr - Masuda / Office Supplies
L20R0870	ARIEL SUPPLY INC.	343.06	343.06	010019961 4330	Medi-Cal Billing-Instructional / Printing/Xerox Supplies
L20R0873	SOUTHWEST SCHOOL AND OFFICE SU	400.00	400.00	012734040 4327	Health Supplies - Plavan / Health Supplies
L20R0874	LEGO BRAND RETAIL INC.	628.19	628.19	011513189 4310	FVSF Grants Robotics - Gisler / Instructional Supplies
L20R0878	BARNES AND NOBLE	45.14	45.14	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R0879	AMAZON.COM LLC	305.05	35.83	012059385 4325	Publications / Office Supplies
			269.22	012849380 4320	Fiscal Services / Computer Supplies
L20R0880	OFFICE DEPOT	60.29	42.36	012059385 4325	Publications / Office Supplies
			17.93	012719380 4325	Business Department / Office Supplies
L20R0883	ORANGE COUNTY SANITATION DISTR	10,783.23	10,783.23	012869390 5570	Maintenance / Sanitation Fees
L20R0884	HEINEMANN	249.00	249.00	011534775 5210	Cotsen Grant -Courreges / Travel, Conference, Workshop
L20R0885	CREATIVE SMARTS INC	705.00	705.00	011533775 5899	Cotsen Foundation - Oka / Other Operating Expenses
L20R0886	LAKESHORE LEARNING MATERIALS	170.00	170.00	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
L20R0887	LAKESHORE LEARNING MATERIALS	217.50	217.50	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
L20R0889	EVALUMETRICS INC	1,000.00	1,000.00	017109275 5813	Testing / Consultant
L20R0890	BARNES AND NOBLE	666.07	666.07	011235275 4310	State Standards Discrt-ELA / Instructional Supplies
L20R0895	INSTITUTE FOR PROFESSIONAL DEV	654.00	654.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
L20R0899	BARNES AND NOBLE	71.37	71.37	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R0901	PRO ED INC.	219.69	219.69	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
L20R0904	HEINEMANN	1,065.19	1,065.19	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
L20R0905	MACGILL FIRST AID	91.08	91.08	012733131 4325	Health Supplies - Gisler / Office Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 12/07/2017**

FROM 11/01/2017 TO 11/30/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R0907	HEINEMANN	1,023.00	1,023.00	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
L20R0908	SUPER DUPER SCHOOL COMPANY	85.47	85.47	015643760 4310	Special Ed. - Oka S&L / Instructional Supplies
L20R0909	BREAKOUT INC	652.50	652.50	012539961 4310	Tobacco-Use-OCDE Adminstrative / Instructional Supplies
L20R0910	PAPER DIRECT INC	308.58	308.58	012819771 5828	Personnel Commission / Staff Recognition
L20R0911	LAKESHORE LEARNING MATERIALS	100.00	100.00	010144989 4311	Donations - Masuda / Elective Supplies
L20R0915	TK BURGERS CATERING INC	1,363.89	1,363.89	011239275 4325	State Standards-Discretionary / Office Supplies
L20R0920	TURNITIN LLC	3,500.00	3,500.00	010055275 5813	State Standards-ELA / Consultant
L20R0922	BARNES AND NOBLE	681.85	681.85	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
L20R0923	CLEARVISION TECHNOLOGIES	750.00	187.50	010458155 5826	Pupil Achievement-Assessment / Licensing/Software,Maint/Sup
			562.50	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Sup
L20R0925	PACIFIC COACHWAYS	1,512.50	1,512.50	010014089 5811	Donations - Plavan / Transportation Outside Agency
L20R0926	EAGLE SOFTWARE INC.	2,800.00	2,800.00	012658155 5210	Assessment and Accountability / Travel, Conference, Workshop
L20R0928	UCI	520.00	520.00	011534775 5210	Cotsen Grant -Courreges / Travel, Conference, Workshop
L20R0930	HEINEMANN	282.32	282.32	011235675 4310	State Standards Discrt-READING / Instructional Supplies
L20R0931	BARNES AND NOBLE	276.94	276.94	010055675 4310	State Standards-READING / Instructional Supplies
L20R0932	ELLISON ENTERPRISES INC.	58.19	58.19	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
L20R0933	SCHOOL OUTFITTERS	2,720.91	2,720.91	010019380 4410	School Equipment / Fixed Assets \$500-\$5000
L20R0934	VIRCO MANUFACTURING	178.79	178.79	010019380 4399	School Equipment / Equipment Under \$500
L20R0937	SCHOLASTIC BOOK ORDERS	263.56	263.56	010055275 4310	State Standards-ELA / Instructional Supplies
L20R0938	SCHOLASTIC BOOK ORDERS	230.55	230.55	010055675 4310	State Standards-READING / Instructional Supplies
L20R0939	BARNES AND NOBLE	245.94	245.94	010055675 4310	State Standards-READING / Instructional Supplies
L20R0940	GUITAR CENTER INC.	338.92	338.92	010099276 5645	Instrumental Music-Insurance / Outside Srvs-Repairs & Mainte
L20R0942	AMAZON.COM LLC	217.49	217.49	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R0946	LEVEL 27 MEDIA	1,923.13	1,923.13	012849380 4325	Fiscal Services / Office Supplies
L20S8024	ARIEL SUPPLY INC.	2,804.66	1,402.33	01 9320	GENERAL FUND / STORES
			1,402.33	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8025	ADVANTAGE WEST INVESTMENT ENTE	4,202.10	4,202.10	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8026	WAXIE	301.07	301.07	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8027	XEROX CORPORATION	2,451.23	2,451.23	011000000 9320	Revenue Limit - State Revenues / STORES
	<b>Fund 01 Total:</b>	<b>91,372.24</b>	<b>91,250.08</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 12/07/2017**

FROM 11/01/2017 TO 11/30/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20M4154	TOMARK SPORTS	1,302.77	1,302.77	120017598 4347	Child Dev Cntr Preschool Instr / Repair & Upkeep Equip Suppl
L20R0845	CORNER BAKERY CAFE	155.52	155.52	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0860	HOME DEPOT	465.45	465.45	120016098 4310	Extended School Instructional / Instructional Supplies
L20R0871	ORIENTAL TRADING COMPANY	163.13	163.13	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0877	LEVEL 27 MEDIA	43.50	43.50	120016098 4310	Extended School Instructional / Instructional Supplies
L20R0894	DISCOUNT SCHOOL SUPPLY	163.13	163.13	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0896	LAKESHORE LEARNING MATERIALS	54.38	54.38	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0897	LAKESHORE LEARNING MATERIALS	54.38	54.38	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0913	ORIENTAL TRADING COMPANY	81.56	81.56	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0921	LAKESHORE LEARNING MATERIALS	215.23	215.23	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
<b>Fund 12 Total:</b>		<b>2,699.05</b>	<b>2,699.05</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
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L20R0862	REFRIGERATION CONTROL COMPANY	250.78	250.78	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
L20R0863	HOME DEPOT	100.00	100.00	133207380 4399	Cafeteria Fund / Equipment Under \$500
L20R0881	REFRIGERATION CONTROL COMPANY	230.70	230.70	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
L20R0882	REFRIGERATION CONTROL COMPANY	268.66	268.66	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
L20R0892	CHEFS' TOYS	2,352.39	2,352.39	133207380 4410	Cafeteria Fund / Fixed Assets \$500-\$5000
L20R0900	CALIFORNIA DEPARTMENT OF EDUCA	527.80	527.80	133207380 4710	Cafeteria Fund / Food
L20R0906	HUBERT COMPANY	22.48	22.48	133207380 4720	Cafeteria Fund / Other Food
L20R0912	REFRIGERATION CONTROL COMPANY	658.00	658.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
L20R0914	REFRIGERATION CONTROL COMPANY	525.57	525.57	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
<b>Fund 13 Total:</b>		<b>4,936.38</b>	<b>4,936.38</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 12/07/2017**

FROM 11/01/2017 TO 11/30/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R0935	CALIFORNIA FINANCIAL INVESTMEN	5,000.00	5,000.00	213019990 5813	GOB, ELECTION 2016 / Consultant
L20R0944	CALIFORNIA FINANCIAL INVESTMEN	22,500.00	22,500.00	213019990 5813	GOB, ELECTION 2016 / Consultant
<b>Fund 21 Total:</b>		<b>27,500.00</b>	<b>27,500.00</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
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L20M4093	DIVISION OF THE STATE ARCHITEC	400.33	400.33	402863890 5899	Modernization - Talbert / Other Operating Expenses
L20M4095	PRIEST CONSTRUCTION SERVICES I	3,744.00	2,736.00	402864790 5899	Modernization - Courreges / Other Operating Expenses
			1,008.00	402864990 5899	Modernization - Masuda / Other Operating Expenses
L20M4153	MIRACLE RECREATION EQUIPT	1,432.28	1,432.28	402998990 4347	Moiola Improvement Projects / Repair & Upkeep Equip Supplie
	<b>Fund 40 Total:</b>	<b>5,576.61</b>	<b>5,576.61</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 12/07/2017**

FROM 11/01/2017 TO 11/30/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R0855	AMAZON.COM LLC	150.08	150.08	682719470 5899	Workers Comp Admin / Other Operating Expenses
<b>Fund 68 Total:</b>		<b>150.08</b>	<b>150.08</b>		



**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 12/07/2017**

FROM 11/01/2017 TO 11/30/2017

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
<b>Total Account Amount:</b>			<b>132,112.20</b>		

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2018 1

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	3,110,236.00	3,037,579.00
2100	INSTRUCTIONAL AIDES' SALARIES	81,698.00	134,424.00
3101	STRS-CERTIFICATED POSITIONS	462,308.00	441,553.00
3202	PERS-CLASSIFIED	12,500.00	20,567.00
3313	MEDICARE-CERTIFICATED	86,852.00	44,352.00
3314	MEDICARE-CLASSIFIED	1,185.00	1,950.00
3353	ARP-CERTIFICATED	25.00	
3356	OASDI-CLASSIFIED	5,065.00	8,334.00
3401	HEALTH & WELFARE-CERTIFICATED		9,495.00
3501	SUI-CERTIFICATED	6,987.00	1,531.00
3502	SUI-CLASSIFIED	41.00	68.00
3601	WORKERS'COMP-CERTIFICATED	74,499.00	67,018.00
3602	WORKERS'COMP-CLASSIFIED	1,789.00	2,943.00
4100	TEXTBOOKS		73,035.00
4200	BOOKS OTHER THAN TEXTBOOKS	37.00	2,464.00
4300	MATERIALS & SUPPLIES	17,423.00	92,377.05
4400	NONCAPITALIZATION EQUIPMENT		1,468.00
5200	TRAVEL & CONFERENCES		19,173.00
5300	DUES AND MEMBERSHIPS		2,123.00
5400	INSURANCE		8,004.00
5600	RENTAL,LEASE,REPAIR & NON CAP		12,994.00
5713	Direct Cost-Printing & Reprod	271.00	191.00
5800	PROF/CONS SERV & OPER EXPENSE	164,458.35	307,820.60
6200	BUILDING AND IMPROVE OF BLDGS		33,930.00
6400	EQUIPMENT		201,129.00
7310	TRANSFER OF INDIRECT COSTS	8,402.00	8,613.00
8000	REVENUE LIMIT SOURCES	2,281,798.00	2,295,354.00
8100	FEDERAL INCOME		13,108.00
8200	FEDERAL INCOME	110,518.00	159,127.00
8500	STATE INCOME	56.00	1,022,645.00
8600	LOCAL INCOME	9,031.00	217,657.60
8700	OTHER REVENUES	38,980.00	
9740	RESTRICTED BALANCE	62,017.00	56,015.00
9780	OTHER ASSIGNMENTS	337,869.00	913,309.00
9790	UNASSIGNED/UNAPPROPRIATED	2,375,801.05	3,259,099.35
9799	APPROPRIATED FUND BALANCE	161,482.00	846,069.00

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2018 1

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

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

Object	Description	FROM	TO
<b>Subfund Total:</b>		<b>9,411,328.40</b>	<b>13,315,519.60</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, 12/07/2017.

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

2018 2

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>
4700	FOOD		7,568.00
5800	PROF/CONS SERV & OPER EXPENSE		25,166.00
8500	STATE INCOME		10,195.00
8600	LOCAL INCOME		14,971.00
9740	RESTRICTED BALANCE	17,182.00	152,425.00
9799	APPROPRIATED FUND BALANCE	9,614.00	152,425.00
<b>Subfund Total:</b>		<b>26,796.00</b>	<b>362,750.00</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, 12/07/2017.

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

2018 3

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

**Fund: 1313 CAFETERIA FUND**

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
8600	LOCAL INCOME		72,234.00
9740	RESTRICTED BALANCE		110,120.00
9799	APPROPRIATED FUND BALANCE		37,886.00
<b>Subfund Total:</b>		<b>0.00</b>	<b>220,240.00</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, 12/07/2017.

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

2018 4

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

<b>Fund: 1414 DEFERRED MAINTENANCE</b>
--

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
5600	RENTAL,LEASE,REPAIR & NON CAP	45,000.00	
6100	SITES AND IMPROVEMENT OF SITES	75,000.00	
9760	OTHER COMMITMENTS		989,760.00
9799	APPROPRIATED FUND BALANCE		869,760.00
<b>Subfund Total:</b>		<b>120,000.00</b>	<b>1,859,520.00</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, 12/07/2017.

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

2018 5

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

<b>Fund: 2121 GOB ELE 2016 SERIES 2017</b>
--

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
5800	PROF/CONS SERV & OPER EXPENSE		3,248.00
6200	BUILDING AND IMPROVE OF BLDGS		797,569.00
8600	LOCAL INCOME		57,624.00
9740	RESTRICTED BALANCE	800,817.00	75,511.00
9799	APPROPRIATED FUND BALANCE		17,887.00
<b>Subfund Total:</b>		<b>800,817.00</b>	<b>951,839.00</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, 12/07/2017.

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

2018 6

It has been resolved to make the budget adjustments 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>
9780	OTHER ASSIGNMENTS		20,752.00
9799	APPROPRIATED FUND BALANCE		20,752.00
<b>Subfund Total:</b>		<b>0.00</b>	<b>41,504.00</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, 12/07/2017.

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

2018 7

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

### Fund: 4040 SPECIAL RESERVE/C.O.P.

<u>Object</u>	<u>Description</u>	<u>FROM</u>	<u>TO</u>
5800	PROF/CONS SERV & OPER EXPENSE		14,247.00
6200	BUILDING AND IMPROVE OF BLDGS		3,530.00
8500	STATE INCOME		36,409.00
8600	LOCAL INCOME		6,782.00
9760	OTHER COMMITMENTS	75,251.00	43,191.00
9799	APPROPRIATED FUND BALANCE	57,474.00	
<b>Subfund Total:</b>		<b>132,725.00</b>	<b>104,159.00</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, 12/07/2017.

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

2018 8

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

### Fund: 6768 INSURANCE-WCI

<u>Object</u>	<u>Description</u>	<u>FROM</u>	<u>TO</u>
9790	UNASSIGNED/UNAPPROPRIATED		31,498.00
9799	APPROPRIATED FUND BALANCE		31,498.00
<b>Subfund Total:</b>		<b>0.00</b>	<b>62,996.00</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, 12/07/2017.

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

2018 9

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

<b>Fund: 6769 INSURANCE HEALTH/WELFARE</b>
--

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
9790	UNASSIGNED/UNAPPROPRIATED		49,085.00
9799	APPROPRIATED FUND BALANCE		49,085.00
<b>Subfund Total:</b>		<b>0.00</b>	<b>98,170.00</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, 12/07/2017.

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

2018 1

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

### Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	177.00	4,624.00
2100	INSTRUCTIONAL AIDES' SALARIES		252.00
2200	CLASSIFIED SUPPORT	15.00	300.00
2400	CLERICAL & OFFICE SALARIES		1,137.00
3101	STRS-CERTIFICATED POSITIONS		800.00
3202	PERS-CLASSIFIED		220.00
3313	MEDICARE-CERTIFICATED		93.00
3314	MEDICARE-CLASSIFIED		27.00
3356	OASDI-CLASSIFIED		117.00
3501	SUI-CERTIFICATED		1.00
3601	WORKERS'COMP-CERTIFICATED		123.00
3602	WORKERS'COMP-CLASSIFIED		44.00
4200	BOOKS OTHER THAN TEXTBOOKS		12,985.00
4300	MATERIALS & SUPPLIES	76,544.00	81,928.00
4400	NONCAPITALIZATION EQUIPMENT		36,711.00
5200	TRAVEL & CONFERENCES	176.00	3,584.00
5300	DUES AND MEMBERSHIPS		1,182.00
5500	OPERATIONS & HOUSEKEEPNG SVCS	2.00	
5600	RENTAL,LEASE,REPAIR & NON CAP	2,424.00	5,508.00
5713	Direct Cost-Printing & Reprod	905.00	985.00
5800	PROF/CONS SERV & OPER EXPENSE	171,182.00	99,619.00
5900	COMMUNICATIONS		14.00
6400	EQUIPMENT		344.00
9790	UNASSIGNED/UNAPPROPRIATED		827.00
<b>Subfund Total:</b>		<b>251,425.00</b>	<b>251,425.00</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, 12/07/2017.

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

2018 2

It has been resolved to make the budget transfers 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	14,700.00	18,600.00
3202	PERS-CLASSIFIED	6,900.00	
3314	MEDICARE-CLASSIFIED		43.00
3402	HEALTH & WELFARE-CLASSIFIED		3,000.00
3502	SUI-CLASSIFIED		1.00
4300	MATERIALS & SUPPLIES	864.00	5,507.00
4400	NONCAPITALIZATION EQUIPMENT		618.00
4700	FOOD	68.00	
5200	TRAVEL & CONFERENCES	1.00	
5800	PROF/CONS SERV & OPER EXPENSE	6,057.00	821.00
<b>Subfund Total:</b>		<b>28,590.00</b>	<b>28,590.00</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, 12/07/2017.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

The above transfer was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy





Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent Business Services  
Isidro Guerra, Director, Fiscal Services  
SUBJECT: **Approval of 2017-18 First Interim Report**  
DATE: November 29, 2017

---

**Background:**

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

**Fiscal Impact:**

**Beginning Balance**

The 2016-17 audit is complete with a General Fund beginning balance on July 1, 2017 of \$14.3 million.

**Revenue Assumptions**

*Local Control Funding Formula Revenue*

The 2017-18 budget has been updated as of the First Interim Report to reflect all state level changes to the Local Control Funding Formula (LCFF). The LCFF was calculated using an average daily attendance (ADA) of 6,208, a gap implementation percentage of 43.19% and a cost of living adjustment of 1.56%. Districts are required to complete a Local Control Accountability Plan (LCAP). The LCAP outlines spending of LCFF revenues and is approved by the Board of Trustees each year in June.

The methodology used for enrollment projections is based on the population and births in conjunction with historical enrollment and an analysis of District trends. The District

also uses Decision Insite to assist in enrollment projections. As of the First Interim Report, the projected ADA has remained unchanged from budgeted ADA. The projected total LCFE revenue for 2017-18 is \$49.2 million.

### *Federal Revenue*

The adopted budget includes estimates based on entitlements for 2017-18 funding for all federal programs. Contracted programs are budgeted as received during the year.

All federal program revenues have been adjusted for unearned revenue from fiscal 2016-17. Federal revenue is projected to be \$1.97 million.

### *Other State Revenue*

Significant changes since budget adoption includes recognition of one-time Mandate Cost Reimbursements of \$913,000 (\$147 per ADA). The remaining balance is mostly comprised of funding for Lottery funds and Mandate Block Grant funding. Unrestricted Lottery revenue is projected at \$146 per annual ADA. The restricted portion of Lottery funding is estimated at \$48 per annual ADA. The Mandate Block Grant is expected to be funded at a rate of \$30.34 per ADA.

All State program revenues have been adjusted for carry-over revenues. Other state revenue is projected to be \$4.9 million.

### *Other Local Revenue*

Other local revenue is derived from various sources: lease income, special education transfer of apportionment, donations, contract fees and miscellaneous income. Lease income is used to partially fund the Routine Maintenance program.

Other local revenue is projected to be \$5.0 million.

## **Expenditure Assumptions**

### *Salaries & Benefits*

#### Salaries

Step, column and longevity increases for certificated, classified, confidential and management employees are reflected in the First Interim Report. Salaries and benefits for all staff make up approximately 84.8% of total revenue as of October 31, 2017. As of the date of this report, salary negotiations for 2017-18 have not been settled for any bargaining unit.

#### Benefits

Employee statutory benefit rates for 2017-18 are as follows:

- STRS 14.43%
- PERS 15.531%
- Social Security 6.20%



- PARS 1.30%
- Medicare 1.45%
- Unemployment Insurance 0.05%
- Workers' Compensation 2.19%.

Employee Benefits expense reflects the requirement to record STRS on-behalf pension contributions as an employee benefit expense. An equal offsetting entry in Other State Revenue makes the net impact \$0.

Health and Welfare costs are allocated at \$9,000 per full-time classified employee, \$9,000 per certificated employee prorated by the percentage of hours worked and \$4,500 for employees working part-time. The \$1,000 increase in the health and welfare expense approved in 2015-16 continues to be funded out of the insurance fund balance. The remainder of the cost is borne by employees through payroll deductions.

#### Retiree Benefits

The District covers the cost of health and welfare for 47 retired employees until age 65. The cost does not exceed the cap at the time of the employee's retirement.

#### *Other Expenditures*

Object codes 4000 through 7000 reflect typical expenditures in supplies, services and equipment. As of October 31, 2017 variances from budgeted amounts appear reasonable given the expenditure of one-time and other additional revenues received. Object codes 4000-5999 typically increase during the year as donations and other revenues are expended to purchase supplies and services.

#### **Ending Balance**

The projected ending balance for June 30, 2018, is \$15.7 million. The projected ending fund balance is comprised of: Restricted Balance of \$1.2 million, Assigned Balance of \$4.4 million, Stores Balance of \$100,000, Revolving Cash of \$45,000, Unassigned Balance of \$8.1 million and a Reserve for Economic Uncertainties amount of \$1.8 million, which meets the state requirement for reserves equal to 3% of expenditures.

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

#### **Recommendation:**

It is recommended that the Board of Trustees approves the First Interim Report for fiscal year 2017-18.



Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent Business Services  
Isidro Guerra, Director, Fiscal Services  
SUBJECT: **Review and Approval of 2016-17 Financial Audit**  
DATE: December 7, 2017

---

**Background:**

The 2016-17 Financial Audit, completed by Vavrinek, Trine, Day & Co., LLP, is presented to the Board of Trustees for review and acceptance. The Audit Report includes financial statements, supplemental information, compliance statements, findings and recommendations. The Audit Committee met and discussed the audit on December 5, 2017 and will make comments to the Board of Trustees. There were no restatements on the financial reports and no findings reported.

The audit received an unmodified certification in all areas, the best possible certification. A copy of the Audit Report is available in the Business Services office for review.

**Fiscal Impact:**

None.

**Recommendation:**

It is recommended that the Board of Trustees receives and accepts the 2016-17 Financial Audit.



Fountain Valley School District  
Educational Services

MEMORANDUM

TO: Board of Trustees  
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services  
SUBJECT: **APPROVAL OF A THREE-YEAR EXTENSION OF THE  
MCGRAW-HILL EDUCATION *CA MATH* TEXTBOOK  
ADOPTION FOR FVSD MIDDLE SCHOOLS**  
DATE: November 20, 2017

---

**Background:**

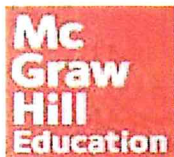
McGraw-Hill Education's *CA Math* Program has been the adopted textbook for Grades 6-8, Accelerated 7 and Algebra 1 at our middle schools since the Board approved the 2014/2015 adoption on March 12, 2015. *CA Math* was recommended by the District Common Core Steering Committee after both quantitative and qualitative data evaluations during the fall of 2014, and the contract was approved through the 2017 school year. Over the past few months, input has been solicited by each of the math grade level teams with unanimous approval to continue with *CA Math* for three additional years.

**Fiscal Impact:**

By negotiating a contract prior to the end of the 2017 calendar year, McGraw-Hill has agreed to waive the shipping costs, a savings of over \$9,000, as well as offer additional ALEKS licenses for a year. The District will cover the three-year extension of the contract with funds allocated in the District's Lottery Instructional Material budget.

**Recommendation:**

It is recommended that the Board of Trustees approves the three-year extension of the McGraw-Hill Education *CA Math* textbook adoption to continue providing textbook materials for the District's three middle schools.



Because learning changes everything.™

**QUOTE PREPARED FOR:**

Fountain Valley Sch Dist  
10055 SLATER AVE  
FOUNTAIN VALLEY, CA 92708-4749  
ACCOUNT NUMBER: 184835

**SUBSCRIPTION/DIGITAL CONTACT:**

**CONTACT:**

**SALES REP INFORMATION:**

Kimberly Kirkpatrick  
kimberly.kirkpatrick@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
<a href="#">GLENCOE MATH</a>	\$120,169.22	(\$11,169.42)	\$108,999.80
<a href="#">GLENCOE MATH ACCELERATED</a>	\$25,211.76	(\$4,960.23)	\$20,251.53
<a href="#">GLENCOE ALGEBRA 1</a>	\$21,853.02	(\$1,506.72)	\$20,346.30
<b>PRODUCT TOTAL*</b>	<b>\$167,234.00</b>	<b>(\$17,636.37)</b>	<b>\$149,597.63</b>
<b>ESTIMATED S&amp;H**</b>			\$0.00
<b>ESTIMATED TAX**</b>			\$13,890.05
<b>GRAND TOTAL*</b>			<b>\$163,487.68</b>

\* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw-Hill Education | PO Box 182605 | Columbus, OH 43218-2605  
Email: orders\_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 11/27/2017

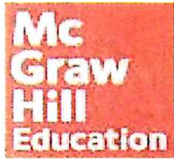
ACCOUNT NAME: Fountain Valley Sch Dist

EXPIRATION DATE: 01/11/2018

QUOTE NUMBER: MPOST-11272017-001

ACCOUNT #: 184835

PAGE #: 1



Because learning changes everything.™

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
<b>GLENCOE MATH</b>					
GLN MATH C1 CALIFORNIA COMPLETE STDNT BNDL W/INTERACTIVE STDNT GDE 3YR SUB BNDL	978-0-02-145764-9	684	\$59.89	\$0.00	\$40,964.76
GLN MATH C2 CALIFORNIA COMPLETE STDNT BNDL W/INTERACTIVE STDNT GDE 3YR SUB BNDL	978-0-02-145777-9	555	\$59.89	\$0.00	\$33,238.95
GLN MATH C3 CALIFORNIA COMPLETE STDNT BNDL W/INTERACTIVE STDNT GDE 3YR SUB BNDL	978-0-02-143312-4	581	\$59.89	\$0.00	\$34,796.09
GLENCOE MATH COURSE 1 CALIFORNIA ETEACHER EDITION ONLINE 3 YEAR SUBSCRIPTION	978-0-07-667309-4	8	\$171.42	\$1,371.36	*Free Materials
GLENCOE MATH COURSE 2 CALIFORNIA ETEACHER EDITION ONLINE 3 YEAR SUBSCRIPTION	978-0-07-667479-4	10	\$171.42	\$1,714.20	*Free Materials
GLENCOE MATH COURSE 3 CALIFORNIA ETEACHER EDITION ONLINE 3 YEAR SUBSCRIPTION	978-0-07-667311-7	9	\$171.42	\$1,542.78	*Free Materials
ALEKS ADD ON 1 YEAR SUBSCRIPTION	978-0-02-139150-9	364	\$17.97	\$6,541.08	*Free Materials
<b>GLENCOE MATH Subtotal:</b>				<b>\$11,169.42</b>	<b>\$108,999.80</b>

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw-Hill Education | PO Box 182605 | Columbus, OH 43218-2605  
Email: [orders\\_mhe@mheducation.com](mailto:orders_mhe@mheducation.com) | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 11/27/2017

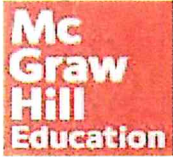
ACCOUNT NAME: Fountain Valley Sch Dist

EXPIRATION DATE: 01/11/2018

QUOTE NUMBER: MPOST-11272017-001

ACCOUNT #: 184835

PAGE #: 2



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
<b>GLENCOE MATH ACCELERATED</b>					
GLENCOE MATH ACCELERATED 3 YEAR STUDENT BUNDLE (1 YR SE+3 YR ESE+3 ISG)	978-0-07-667982-9	247	\$81.99	\$0.00	\$20,251.53
ALEKS ADD ON 1 YEAR SUBSCRIPTION	978-0-02-139150-9	49	\$17.97	\$880.53	*Free Materials
GLENCOE MATH ACCELERATED ETEACHER EDITION ONLINE 1-YEAR SUBSCRIPTION	978-0-07-664492-6	10	\$135.99	\$1,359.90	*Free Materials
<b>Subscription below to be activated after the one above</b>					
GLENCOE MATH ACCELERATED ETEACHER EDITION ONLINE 1-YEAR SUBSCRIPTION	978-0-07-664492-6	10	\$135.99	\$1,359.90	*Free Materials
Subscription below to be activated after the one above Subtotal:				<b>\$1,359.90</b>	<b>\$0.00</b>
<b>Subscription below to be activated after the one above</b>					
GLENCOE MATH ACCELERATED ETEACHER EDITION ONLINE 1-YEAR SUBSCRIPTION	978-0-07-664492-6	10	\$135.99	\$1,359.90	*Free Materials
Subscription below to be activated after the one above Subtotal:				<b>\$1,359.90</b>	<b>\$0.00</b>
<b>GLENCOE MATH ACCELERATED Subtotal:</b>				<b>\$4,960.23</b>	<b>\$20,251.53</b>

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QUOTE DATE: 11/27/2017

ACCOUNT NAME: Fountain Valley Sch Dist

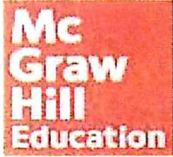
EXPIRATION DATE: 01/11/2018

QUOTE NUMBER: MPOST-11272017-001

ACCOUNT #: 184835

PAGE #: 3





Because learning changes everything.™

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
<b>GLENCOE ALGEBRA 1</b>					
ALGEBRA 1 3 YEAR STUDENT BUNDLE (PRINT AND DIGITAL)	978-0-07-667489-3	222	\$91.65	\$0.00	\$20,346.30
ALEKS ADD ON 1 YEAR SUBSCRIPTION	978-0-02-139150-9	44	\$17.97	\$790.68	*Free Materials
GLENCOE ALGEBRA 1 ETEACHER EDITION 1 YEAR SUBSCRIPTION	978-0-07-663920-5	9	\$26.52	\$238.68	*Free Materials
<b>Subscription below to be activated after the one above</b>					
GLENCOE ALGEBRA 1 ETEACHER EDITION 1 YEAR SUBSCRIPTION	978-0-07-663920-5	9	\$26.52	\$238.68	*Free Materials
Subscription below to be activated after the one above Subtotal:				\$238.68	\$0.00
<b>Subscription below to be activated after the one above</b>					
GLENCOE ALGEBRA 1 ETEACHER EDITION 1 YEAR SUBSCRIPTION	978-0-07-663920-5	9	\$26.52	\$238.68	*Free Materials
Subscription below to be activated after the one above Subtotal:				\$238.68	\$0.00
<b>GLENCOE ALGEBRA 1 Subtotal:</b>				<b>\$1,506.72</b>	<b>\$20,346.30</b>

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 Email: orders\_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 11/27/2017

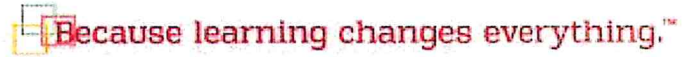
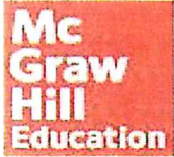
ACCOUNT NAME: Fountain Valley Sch Dist

EXPIRATION DATE: 01/11/2018

QUOTE NUMBER: MPOST-11272017-001

ACCOUNT #: 184835

PAGE #: 4



**QUOTE PREPARED FOR:**

Fountain Valley Sch Dist  
10055 SLATER AVE  
FOUNTAIN VALLEY, CA 92708-4749  
ACCOUNT NUMBER: 184835

**CONTACT:**

VALUE OF ALL MATERIALS	\$167,234.00
FREE MATERIALS	(\$17,636.37)
<b>PRODUCT TOTAL*</b>	<b>\$149,597.63</b>
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$13,890.05
<b>GRAND TOTAL</b>	<b>\$163,487.68</b>

**SUBSCRIPTION/DIGITAL CONTACT:**

Comments:

\* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

**Terms of Service:**

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service. Subject to Subscriber's payment of the fees set out above, McGraw-Hill School Education, LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the [Terms of Service](#). The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting [www.mheducation.com](http://www.mheducation.com) (or [www.mhecoast2coast.com](http://www.mhecoast2coast.com)).

School Purchase Order Number: \_\_\_\_\_

\_\_\_\_\_  
Name of School Official (Please Print)

\_\_\_\_\_  
Signature of School Official

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QUOTE DATE: 11/27/2017      ACCOUNT NAME: Fountain Valley Sch Dist      EXPIRATION DATE: 01/11/2018  
QUOTE NUMBER: MPOST-11272017-001      ACCOUNT #: 184835      PAGE #: 5





Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent Business Services  
Isidro Guerra, Director, Fiscal Services  
SUBJECT: **Declaration of Surplus Property and Agreement with General Auction Company for Disposal of District Surplus Vehicles**  
DATE: November 29, 2017

---

**Background:**

The District continues to seek an efficient approach to dispose of surplus property that can generate funds and help us maintain clean and organized facilities. The District currently has two maintenance trucks and one van that have reached the end of their useful lives and therefore need to be declared surplus.

Per Education Code 17545 “The governing board of any school district may sell for cash any personal property belonging to the district if the property is not required for school purposes or if it should be disposed of for the purpose of replacement”. Under this section of the Education Code, the Board must first declare the property outlined below to be surplus. Once the property is declared surplus by the Board, a public auction may be conducted by contract with a private auction firm.

***Proposed Surplus Property***

<u>Equipment</u>	<u>Model</u>	<u>Year</u>	<u>VIN #</u>	<u>LIC #</u>
• Truck	Ford F250	1989	1FTHF25H0KPA29746	E207250
• Truck	Ford E250	1988	1FBHE21HTJHC15872	E202420
• Van	Chevy 1500	2001	2GCEC19V811386951	1113600

General Auction Company specializes in the auction of cars, trucks and other vehicles while offering a comparatively low commission rate of 10%.

**Recommendation:**

It is recommended that the Board of Trustees declares the above listed property to be surplus. It is further recommended that the Board of Trustees approves the agreement with General Auction Company and authorizes the Superintendent or designee to sign all related documents.

# AUCTION AGREEMENT

GENERAL AUCTION COMPANY

7015 Knott Avenue  
Buena Park, CA 90620  
(714) 670-8510

3404

GENERAL AUCTION COMPANY (hereinafter "GAC") and undersigned (Hereinafter "SELLER") agree as follows:

**1. AGENCY.** SELLER hereby appoints GAC as its agent to conduct a public auction of the personal property as described herein. GAC shall be an independent contractor. SELLER authorizes and confers upon GAC the power to take all actions on SELLER'S behalf necessary to complete the auction, including but not limited to publication and recordation of a "Notice to Creditors of Bulk Sale by Auction" in compliance with the Bulk Sales law, giving any other notice or filing any documents that may be required by law, accepting cash or checks on behalf of SELLER as registered and/or legal owner of any motor vehicle sold to effect a transfer, and satisfying or comprising secured parties who hold or assert a lien in any property sold at auction. SELLER hereby agrees to sell the property to the highest bidder, with no minimum, reservation, buy-backs, or persons bidding for SELLER.

**2. PROPERTY.** The property is generally described as cars, trucks, vans, trailers, motor homes, camper vehicles of any kind, make or model, equipment, machinery, tools, parts and/or miscellaneous items used, manufactured or distributed by any industry, business, entity or agency.

**10% Commission applies to the following: cars, trucks, vans, motor homes, boats and/or camper vehicles, motorcycles.**  
**20% Commission applies to personal property, office equipment, furniture, construction equipment, trailers and/or misc items. Fees per Vehicle: Document: N/C Smog: \$58.00, KSR Fee: N/C \$5.00 per pallet disposal for office or school furniture not sold in auction.**

At the option of GAC, vehicles may not be offered at auction unless the Certificate of Ownership and all other documents necessary to effect a transfer of title of motor vehicles, trailers and towable forklifts are submitted to GAC at least five (5) days prior to the sale. The SELLER agrees to pay advertising and all other costs as provided below on any property withdrawn from the sale as a result of the failure of the SELLER to submit the required title documents. GAC reserves the right to add other personal property not owned by SELLER to the auction inventory.

**3. TIME AND PLACE.** GAC shall use GENERAL AUCTION COMPANY'S yard, located at 7015 Knott Ave. Buena Park, California, as the auction site. None of the property may be sold before the auction without the written consent of both parties, in which case the sale proceeds shall be treated as part of the gross proceeds of the auction. GENERAL AUCTION COMPANY will accept items on a continuing basis to be included in the next available and regularly scheduled auction subject to GENERAL AUCTION COMPANY'S discretion to change such date. In the event of SELLER'S breach of this agreement, SELLER agrees to pay the commission provided below, based on current market value of said property plus all of GAC's out of pocket costs.

**4. COMMISSIONS AND EXPENSES.** GAC shall receive as commission (SEE ITEM #2 ABOVE) of gross sales proceeds. GAC makes no representations or warranties as to the amount that the property (or a particular item thereof) will sell for. GAC shall be reimbursed by SELLER the cost of a title search if one is deemed necessary by GAC. In the event GAC satisfies or takes an assignment of the interest of secured parties, all amounts paid to the secured parties in satisfaction of the secured interest or for an assignment of the interest to GAC shall be deemed to be advances by GAC, which advances shall be deducted by GAC out of the sales proceeds of SELLER after payment of commissions and expenses.

TRANSPORTATION @: N/A (PER UNIT)

TRANSPORTATION @: 150.00 (PER LOAD)

DETAILING @: N/A (PER UNIT)

PAINTING @: N/A (PER UNIT)

OTHER: N/A

The terms and condition on the reverse side of this agreement must be read carefully.

AGENCY: Fountain Valley School District

CONTACT NAME: Christine Fullerton

ADDRESS: 10055 Slater Avenue

CITY: Fountain Valley STATE CA ZIP 92708

PHONE: (714) 843-3249/ FAX

APPROVED BY: Mark R. Bass

DATE: 11/29/2017

GAC BOND # 988698

SIGNATURE



**5. REPRESENTATION AND WARRANTIES OF SELLER.** SELLER represents and warrants as follows:

- A. The property, and each item thereof, sold as is.
- B. Each item of property is free of liens, charges or encumbrances.
- C. The property is covered by insurance against normally insurable risks and such insurance shall be maintained by SELLER until delivery of the property to a purchaser(s). GAC shall be named as an additional insured under such policies.
- D. SELLER has no business name or address other than the name and address specified in this Agreement.

**6. INDEMNITY.** SELLER hereby agrees to indemnify, defend and hold GAC harmless from any and all losses, liabilities, claims, demands, causes of action, lawsuits or expenses (including GAC's actual attorney fees) which arise against or are incurred by GAC due to any of the representations or warranties of SELLER in this Agreement which are alleged to be false or because of any breach by SELLER of any of the terms of this Agreement. SELLER agrees that this indemnity shall cover any and all losses of GAC arising out of or in connection with death or injury to person or property damage caused in whole or in part by defects in the condition of the property.

**7. SECURITY INTEREST.** SELLER hereby gives GAC a security interest in the property including any insurance proceeds and in the sale proceeds in order to secure any and all advances which may be made to or on behalf of the SELLER by GAC, and to secure any and all other obligations that SELLER owes GAC. GAC shall have all the rights of a secured creditor under the Uniform Commercial Code and SELLER agrees to execute a financing statement enabling GAC to perfect this security interest.

**8. GENERAL PROVISIONS.**

A. Within twenty one (21) working days after the auction date and after the receipt of a signed Confirmation of Consignment, GAC shall present a full accounting of the sales proceeds and expenses to SELLER. With such accounting, GAC shall present SELLER with a check for all monies due from such auction, less any funds delayed by legal proceedings or inability of GAC, through no fault of its own, to notify DMV of Transfer of Ownership (form 138), or to comply with the Uniform Commercial Code or other laws. GAC reserves the right to eliminate from the settlement any property for which payment has not been made, and SELLER agrees to accept responsibility for reclaiming same wherever located.

B. Should GAC deem it necessary to retain legal counsel for any matter related to the auction or this Agreement, GAC shall be entitled to reimbursement from SELLER for each expense. In the event any dispute arises out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees from the other party.

C. Both parties waive all claims for damage to the property of each party resulting from the negligence of the other party where such damages would normally be covered by fire, extended coverage, or other insurance. This waiver does not apply to willful acts of either party.

D. GAC is authorized to satisfy or take assignment of the interest or liens of secured parties, but nothing herein shall obligate GAC to acquire the interest of a secured party, unless GAC elects to do so in its sole and absolute discretion.



Fountain Valley School District  
Business Service Division

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent Business Services  
SUBJECT: **APPROVE RESOLUTION 2018-17 ESTABLISHING DISTRICT STANDARDS FOR PARTS, EQUIPMENT AND PRODUCTS ASSOCIATED WITH THE MEASURE O HVAC AND MODERNIZATION PROJECTS**  
DATE: December 4, 2017

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**Background:**

As the District enters into the construction and modernization of its facilities, there is a benefit to specifying standards for parts, equipment and products to be uniformly applied at all sites across the District. Establishing District standards, reduces staff training time, the variety of parts and equipment needed in storage, and costs by facilitating bulk purchasing.

**Fiscal Impact:**

Potentially reduces procurement, storage and training costs.

**Recommendation:**

It is recommended that the Board of Trustees adopts Resolution 2018-17, establishing District standards for parts, equipment, and produces associated with Measure O HVAC and Modernization Projects.

FOUNTAIN VALLEY SCHOOL DISTRICT  
RESOLUTION NO. 2018-17

WHEREAS, the District recognizes cost savings generated through bulk purchases of standards parts and equipment from specific Manufacturers; and

WHEREAS, the District has needs associated with modernization, new construction, and facilities maintenance to purchase products used in such projects and realizes the benefits of specifying standards to be uniformly applied at all sites whenever possible; and

WHEREAS, the District has staff that is trained to install and/or repair equipment and other products used throughout the District, whose abilities and response time are improved by reducing the variance of such items; and

WHEREAS, the District can reduce required storage space by limiting the variety of parts and equipment maintained in the District Warehouse and Maintenance Department;

THEREFORE, BE IT RESOLVED that the Fountain Valley School District establishes District Standards for parts, equipment and products as listed on Attachment A.

APPROVED AND ADOPTED by the Board of Education of the Fountain Valley School District at the December 7, 2017 meeting by the following vote:

AYES:            \_\_\_  
NOES:            \_\_\_  
ABSENT:         \_\_\_  
ABSTENTIONS:  \_\_\_

FOUNTAIN VALLEY SCHOOL DISTRICT

---

Sandra Crandall, President  
Board of Education

ATTEST:

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Jim Cunneen, Clerk  
Board of Education

**ATTACHMENT A**  
**FVSD DISTRICT STANDARDS 2017/2018**

<b>Bathroom Partitions:</b>	Santana Solid Plastic or Equal
<b>Carpet:</b>	Tandus Powerbond
<b>Door Hardware:</b>	Schlage Everest Restricted keyway – O bitted Cores to District
<b>Drinking Fountains:</b>	Hawes
<b>Electrical Panels/ Switch Gear</b>	GE
<b>Faucets:</b>	Chicago
<b>Fire Alarm:</b>	Gamewell-FCI
<b>Flooring:</b>	Tandus Centiva Luxury Vinyl Tile - LVT
<b>Flush Valves:</b>	Sloan
<b>Heat Pumps:</b>	Bard or Marvair
<b>HVAC:</b>	Carrier w/coated coils and hail guards or equal
<b>Intercom/Clocks/Bells:</b>	Bogen
<b>Paint:</b>	Dunn Edwards
<b>Panic Hardware:</b>	Von Duprin
<b>Roofing:</b>	Elvaloy Hybrid Roof System, Sarnafil or Johns Manville
<b>Security:</b>	Digital Monitoring Products – DMP
<b>Toilets / Urinals:</b>	Kohler (NO Waterless)



Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
Isidro Guerra, Director, Fiscal Services  
SUBJECT: **Approval of Consulting Services Agreement with Total Compensation Systems, Inc. for Post-Employment Benefits Actuarial Study**  
DATE: November 29, 2017

---

**Background:**

The District currently utilizes Total Compensation Systems, Inc. for its Retiree Health Benefits Actuarial Study required every two years. The study allows the district to determine its liability for post-employment benefits other than pensions (GASB 45). The District is required to obtain its biennial report in 2018.

In addition, there is a new GASB 74/75 requirement that requires actuarial calculations for the “off year” of the two-year valuation cycle. The District has contracted with Total Compensation Systems, Inc. since 2007 to comply with this reporting requirement.

**Fiscal Impact:**

The fees associated with the existing report are estimated at \$6,300 and the fees associated with the new report are estimated at \$3,150. This reflects a 10% discount for existing clients.

**Recommendation:**

It is recommended that the Board of Trustees approves the consulting services agreement and authorizes the Superintendent or designee to sign all required documents.

## CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 23rd day of October, 2017 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Fountain Valley Elementary School District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until June 30, 2018, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer



harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.

- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

- 11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"  
TOTAL COMPENSATION SYSTEMS, INC.

"CUSTOMER"  
FOUNTAIN VALLEY ELEMENTARY SCHOOL  
DISTRICT

Signed: 

Signed: \_\_\_\_\_

By: Geoffrey L. Kischuk

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

Title: President

Title: \_\_\_\_\_

Date: 10/23/2017

Date: \_\_\_\_\_

## SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

Consulting reports including all actuarial information necessary for Customer to comply with the requirements of current GASB accounting standards 74/75 related to retiree health benefits for two years, including one full valuation and one "roll-forward" or "roll-back" valuation. Study results will be separated between three employee classifications. Consultant will provide as many copies of the final reports as Customer shall reasonably request.

Services do not include Consultant's attendance at any meetings, unless requested by Customer at the fee shown in Schedule 2. Services also do not include a funding valuation unless requested by Customer at the fee shown in Schedule 2

## SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report based on the full valuation a total of \$7,000. One-half, or \$3,500 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$3,500 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report for the full valuation (or within 30 days of contract termination, if earlier). Customer shall also pay Consultant for the retiree valuation report based on the “roll-forward” or “roll-back” valuation a total of \$3,500 within 30 days of the delivery by Consultant to Customer of the draft consulting report for the “roll-forward” or “roll-back” valuation (or within 30 days of contract termination, if earlier)

If Consultant receives a non-refundable deposit from Customer of \$3,150 by January 1, 2018, all amounts shown above shall be reduced by 10%.

In addition to the above fees, Customer agrees to pay Consultant an all-inclusive fee of \$1,900 per meeting to attend meetings related to the consulting services. Customer shall pay such meeting fees within 30 days of the meeting. Also in addition, to all of the above fees, Customer will pay Consultant \$1,600 for each “funding valuation” requested by Customer. Neither the meeting fee nor the fee for a “funding valuation” shall be subject to the above discount or to any other discounts.

2017/2018

**WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION**  
**CONFIDENTIAL MEMO**

To: FVSD Board Members

From: Rachel Rios, Fiscal Manager  
West Orange County Consortium for Special Education

Date: November 20, 2017

Subject: **Non-Public Agency/School Contracts**

Board Meeting Date: December 7, 2017

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 contracts 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 / Amendment	Effective Dates
N/A	LeRoy Haynes Center for Children and Family Services dba: Haynes Education Center dba: S.T.A.R. Academy  W18161	N/A	December 7, 2017 to June 30, 2018
	LeRoy Haynes Center for Children and Family Services dba: Haynes Education Center dba: S.T.A.R. Academy  W18162	\$4,000.00	December 7, 2017 to June 30, 2018

Approved by the FVSD Board of Trustees  
December 7, 2017

\_\_\_\_\_  
Dr. Mark Johnson  
Superintendent

\_\_\_\_\_  
Date:

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**W18161**

*LEROY HAYNES CENTER FOR CHILDREN  
AND FAMILY SERVICES*

*DbA: Leroy Boys Home*

*DbA: Haynes Education Center*

*DbA: S.T.A.R. Academy*

*FOUNTAIN VALLEY SCHOOL DISTRICT*

**2017-2018**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District FOUNTAIN VALLEY SCHOOL DISTRICT

Contract Year 2017-2018

  X   Nonpublic School

  X   Nonpublic Agency

**Type of Contract:**

  X   Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

       Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR. Expiration Date:                     

*When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.*



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**2017-2018**

**CONTRACT NUMBER:**  
*W18161*

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**LEA:** FOUNTAIN VALLEY SCHOOL DISTRICT

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**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 7<sup>th</sup> day of December, 2017, between the Fountain Valley School District (hereinafter referred to as "District" or local educational agency "LEA") and LeRoy Haynes Center for Children and Family Services, dba: LeRoy Boys Home, dba: Haynes Education Center, dba: S.T.A.R. Academy, (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. 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 December 7, 2017 to June 30, 2018 (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 renegotiated prior to June 30, 2017. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, 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 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. Requests for renegotiation 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, 2018.



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

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

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

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

**6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

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. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or



OAH consistent with 20 U.S.C. section 1415(k)(1). 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(g).
- 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(r).
- 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 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. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

**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. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**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 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  
\$2,000,000 general aggregate  
\$1,000,000 personal & advertising injury  
\$ 5,000 medical expenses

- B. **Sexual Abuse & Molestation** coverage with the following minimum limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- C. **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.

- D. **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

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

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- F. 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 WOCCE/Member Districts 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.
- G. 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.
- H. 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.
- I. 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.

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.

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) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

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, CONTRACTOR and parent 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 including the graduation requirements for pupils in foster care or pupils who are homeless as set forth in Education Code section 51225.1. 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 in accordance with state law.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by



CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in 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.

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 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 consistent with Education Code sections 46100 et. seq.

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.

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. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

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.

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**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the California English Language Development Test (“CELDT”), and the English Language Proficiency Assessments for California (“ELPAC”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

When 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 guidelines, as well as state and federal laws and regulations.



**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. CONTRACTOR shall notify the parent/guardian residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. 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.

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 behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, 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 the 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 (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each 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.

**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 section 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.

### **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 and e-mail, 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 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 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations, including LEA guidelines or procedures. 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 residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

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 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 LEA or its 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 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 any LEA and CDE compliance review, including any 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 shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

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(r), 3051, 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.



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.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide 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.).

**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" 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.

**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, or electronically, any accident or incident report to the LEA, including any behavior incident or behavior emergency intervention. 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.

**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.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> 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.

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 (10<sup>th</sup>) 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 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 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 7<sup>th</sup> day of December 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provide herein.

CONTRACTOR,  
LeRoy Haynes Center for Children and Family Services  
 Nonpublic School/Agency

LEA,  
Fountain Valley School District

By: \_\_\_\_\_  
 Signature Date  
 \_\_\_\_\_  
 Name and Title of Authorized Representative

By: \_\_\_\_\_  
 Signature Date  
Dr. Mark Johnson, Superintendent  
 Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:				Notices to LEA shall be addressed to:			
Name				Rachel Rios, Fiscal Manager			
LeRoy Haynes Center for Children and Family Services Nonpublic School/Agency/Related Service Provider				Name and Title West Orange County Consortium for Special Education (WOCCE)			
Address				LEA 5832 Bolsa Avenue			
City	State	Zip		Address			
				Huntington Beach,	CA	92649	
Phone	Fax			City	State	Zip	
				(714) 903-7000, ext. 504615		(714) 872-8109	
Email				Phone	Fax		
				rrios@hbuhds.edu			
				Email			



**EXHIBIT A: RATES**

**CONTRACTOR** Haynes Education Center/ S.T.A.R. Academy **CONTRACTOR NUMBER** W18161 2017-2018  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

**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:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

Rate	Period
_____	_____
_____	_____
_____	_____

**A. Basic Education Program/Special Education Instruction**  
Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

**B. Related Services**

(1) Academic Tutoring *	\$ 80.00	Per Hour
(2) Transition Services	\$ 80.00	Per Hour
(3) Intensive Special Education Instruction*	\$ 80.00	Per Hour
(4) In-Home & Hospital (IHH) Services *	\$ 110.00	Per Hour
(5) a. Educational Counseling & Guidance – Individual	\$80-120.00	Per Hour
b. Educational Counseling – E.R.I.C.S. / E.R.M.H.S.	\$ 120.00	Per Hour
c. Counseling – Parent Training	\$ 80.00	Per Hour
(6) a. Language and Speech Therapy – Individual	\$ 150.00	Per Hour
e. Language and Speech – Assessment	\$ 1,750.00	Per Student
e. Language and Speech – Assessment with AAC Assessment	\$ 1,950.00	Per Student
(7) a. Occupational Therapy – Individual	\$ 150.00	Per Hour
e. Occupational Therapy – Assessment	\$ 1,750.00	Per Student
(8) Behavior Intervention – School or Home Based		
a. Behavior Intervention and Implementation (BII)	\$ 85.00	Per Hour
b. Behavior Intervention – Design or Planning (BID) or Consultation	\$ 120.00	Per Hour
c. Functional Behavioral Assessment – One Location	\$ 1,750.00	Per Student
d. Functional Behavioral Assessment – Two Locations (School/Home)	\$ 1,950.00	Per Student
e. Functional Analysis Assessment	\$ 1,950.00	Per Student
(9) Orientation and Mobility Instruction, Visual Impairment or DHH	\$ 100.00	Per Hour
(10) Academic Achievement Test or Transition Assessment		
a. Transition Assessment	\$ 1,700.00	Per Student
d. Woodcock Johnson III or IV	\$ 400.00	Per Student
(11) Staff Placement (must be authorized on IEP)		
a. Special Education Teachers	\$ 295.00	Per Diem

\*By credentialed Special Education Teacher.



2017/2018

HBUHSD Contract # W18162

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

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

This agreement is effective on December 7, 2017 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA):	FOUNTAIN VALLEY SCHOOL DISTRICT		Nonpublic School/Agency:	LeRoy Haynes Center for Children and Family Services dba: Haynes Education Center (NPS) dba: S.T.A.R. Academy (NPA)	
Address City, State Zip:	10055 SLATER AVENUE FOUNTAIN VALLEY, CA 92708		Address City, State, Zip:	233 WEST BASELINE ROAD LA VERNE, CA 91750	
LEA Case Manager:	AMY MOTSINGER		Phone:	909-593-2581	Fax: 909-593-6224
			E-Mail:	jmaceda@leroyhaynes.org	
Student Last Name:	Student First Name:	Program Contact Name:		JONAS MACEDA, PROGRAM MANAGER	
D.O.B.:	I.D. #:	Phone:	909-593-2581	Fax:	909-593-6224
		E-Mail:	WWW.LEROYHAYNES.ORG		
Grade Level:	6	Sex (M or F):	Education Schedule – Regular School Year		
Parent/Guardian Last Name:	Parent/Guardian First Name:	Number of Days:		Number of Weeks:	
Address City, State Zip:	Education Schedule – Extended School Year				
		Number of Days:		Number of Weeks:	
		Contract Begins:	12/07/17	Ends:	06/30/18
Home Phone:	Business/ Mobile Phone:	Master Contract Approved by the Governing Board on:		12/07/17	

**DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per day/week/monthly	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
A. BASIC EDUCATION									
B. RELATED SERVICES									
1. Transportation									
a. Paid to NPS/A									
b. Reimburse Parent									
2. Counseling									
a. Group									
b. Individual									
3. Adapted P.E.									
4. Speech/Language									
a. Therapy - Individual									
b. Therapy - Group									
c. Consultation - ESY Only									
5. Occupational Therapy									
a. Therapy									
b. Consultation									



2017/2018

HBUHSD Contract # W18162

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

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Academic Tutoring (Settlement Agreement)			X	In-Home	\$80.00/hr	50hrs/total	50		\$ 4,000.00
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
							<b>A + B TOTAL COST</b>		<b>\$ 4,000.00</b>

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ 4,000.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ 4,000.00

Other Provisions/Attachments:

Progress Reporting Requirements: Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ X Trimester \_\_\_\_\_ Other (Specify) \_\_\_\_\_

APPROVED BY THE GOVERNING BOARD ON 12/07/17

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

LeRoy Haynes Center for Children and Family Services  
 dba: Haynes Education Center (NPS)  
 dba: S.T.A.R. Academy (NPA)  
 \_\_\_\_\_  
 (Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT  
 \_\_\_\_\_  
 (Name of School District)

\_\_\_\_\_  
 (Contracting Officer's Signature) (Date)

\_\_\_\_\_  
 (Signature) (Date)

\_\_\_\_\_  
 (Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT  
 \_\_\_\_\_  
 (Name of Superintendent or Authorized Designee)

2017/2018

**WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION**  
**CONFIDENTIAL MEMO**

To: FVSD Board Members

From: Rachel Rios, Fiscal Manager  
West Orange County Consortium for Special Education

Date: November 20, 2017

Subject: **Non-Public Agency/School Contracts – Amendments**

Board Meeting Date: December 7, 2017

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 contracts 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 / Amendment	Effective Dates
	Port View Preparatory School, Inc. W18116	\$13,747.50	July 1, 2017 to June 30, 2018

Approved by the FVSD Board of Trustees  
December 7, 2017

\_\_\_\_\_  
Dr. Mark Johnson  
Superintendent

\_\_\_\_\_  
Date:



