

Fullerton School District
1401 W. Valencia Drive
Fullerton, California 92833

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR MEETINGS OF THE BOARD OF TRUSTEES are typically held on the second and fourth Tuesdays of the month beginning at 4:30 p.m. with closed session, 5:30 p.m. open session, in the District Board Room located at 1401 West Valencia Drive, unless otherwise noted. The Regular agenda is posted a minimum of 72 hours prior to the meeting.

AGENDA ITEMS - Per Board Bylaw 9322(a), a member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a Regular meeting. The request must be in writing and submitted to the Superintendent with supporting documents and information, if any, at least ten working days before the scheduled meeting date. The Superintendent/designee shall determine whether a request is within the subject matter jurisdiction of the Board, whether an item is appropriate for discussion in open or closed session, and how the item shall be stated on the agenda.

PUBLIC COMMENTS - The Board meeting follows rules of decorum. The public may address the Board on items of public interest within the Board's jurisdiction. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments or questions about an item that is on the posted agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the secretary. These slips are available at the reception counter.

PERSONS ADDRESSING THE BOARD - Please state your name for the record. As stated above, comments related to the published agenda shall be limited to three minutes per person and 20 minutes total for the agenda item. When any group of persons wishes to address the Board, the Board President may request that a spokesperson be chosen to speak for the group.

CONSENT ITEMS - These items are considered routine and will be acted upon by one motion unless a member of the Board or staff requests that an item be discussed and/or removed from the consent calendar for separate action.

AMERICANS WITH DISABILITIES ACT - In compliance with the Americans with Disabilities Act, if a member of the public needs special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's Governing Board, please contact the Office of the Superintendent at (714) 447-7410. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.

PUBLIC RECORDS related to the open session agenda that are distributed to the Governing Board less than 72 hours before a regular meeting may be inspected by the public at 1401 W. Valencia Drive, Fullerton, during regular business hours, 8:00 a.m. to 4:30 p.m.

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, February 10, 2009, 3:30 p.m. Closed Session, 5:30 p.m. Open Session
District Administrative Offices Board Room
1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments

3:30 p.m. - Recess to Closed Session – Agenda:

- Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mr. Mark Douglas [Government Code sections 54954.5(f), 54957.6]
- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]
- Potential Litigation [Government Code section 54956.9(b)(1)]
- Confidential Student Services [Education Code sections 35146, 48918]

5:30 p.m. - Call to Order, Pledge of Allegiance, and Report From Closed Session

Public Comments - Policy

The Board meeting follows rules of decorum. The public may address the Board on items of public interest within the Board's jurisdiction. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments or questions about an item that is on the posted agenda will be heard at the time the agenda item is considered by the Board. Public comment about an item that is not on the posted agenda will be heard during this time. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the secretary. These slips are available at the reception counter.

Introductions/Recognitions

Woodcrest School student Lea Guardado, Star Spangled Banner
Hermosa Drive student recognition
Golden Hill School Report

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Information Item

The District Activities Calendar is available at the following URL:
<http://distcal.fsd.k12.ca.us/x-cal-multi/getmth.mcal?cid=1>

Approve Minutes

Regular meeting on January 20, 2009

Approve Consent Agenda and/or Request to Move An Item to Action

Consent Items

Actions for consent Items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

- 1a. Approve/Ratify Certificated Personnel Report.
- 1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.
- 1c. Approve/Ratify purchase orders numbered C22B0067 through C22B0069, C22C0108 through C22C0116, C22D0575 through C22D0612, C22M0278 through C22M0289, C22R0596 through C22R0644, C22S0113 through C22S0125, C22T0029 through C22T0032, C22V0096 through C22V0100, C22X0490 through C22X0516 for the 2008/2009 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 110672 through 110757 and processed food/commodity purchase orders numbered CARGILL-110009, DJ-110006, DJ-110006-A, GS-110005, and GS-110005-A for the 2008/2009 school year.
- 1e. Approve/Ratify warrants numbered 67846 through 68105 for the 2008/2009 school year in the amount of \$713,611.10.
- 1f. Approve/Ratify Nutrition Services warrants numbered 6750 through 6785 for the 2008/2009 school year totaling \$87,518.80.
- 1g. Approve/Ratify Independent Contractor Agreement with Anaheim Hills Speech & Language Therapy Center.
- 1h. Approve/Ratify Karen Green, Gigi Kelley, and Pablo Diaz to attend Interactive Whiteboard Technologies Workshop at Sarasota County Public Schools, Florida, February 5-6, 2009.
- 1i. Approve/Ratify five-year Contract with AT&T to provide a 50Mbps Opt-E-Man Circuit from the Fullerton School District to the Orange County Department of Education.
- 1j. Approve 2009/2010 Intranet Network Support Services Agreement for web filtering with the Orange County Superintendent of Schools/Orange County Department of Education.
- 1k. Approve/Ratify Change Order #1 for Astro Painting Company, Inc. for Exterior Painting at Orangethorpe and Valencia Park Schools and the Fullerton School District Administrative Complex, FSD-08-09-DM-02.
- 1l. Approve Consultant Agreement for the 2008/2009 school year with Dr. Susan Newcomb to provide Professional Development Training on Literacy Development and English Language Development (ELD) support at Beechwood School.
- 1m. Approve Independent Contractor Agreement with Club Z! to provide tutoring services for Annunciation Catholic School for the 2008/2009 school year.

- 1n. Approve/Ratify 2008/2009 Nonpublic Agency Contract with Cumberland Therapy Services.
- 1o. Approve/Ratify 2008/2009 Nonpublic Agency Contract with Pacific Coast Speech Services, Inc.
- 1p. Approve 2008/2009 Nonpublic Agency Contract with Advantes Speech Therapy Services.
- 1q. Approve Student Teaching Agreement with California State University, Long Beach commencing February 11, 2009 through February 10, 2013.

Discussion/Action Items

- 2a. Approve revised Board Policy 0410 Nondiscrimination in District Programs and Activities.
- 2b. Approve revised Board Policy 6153 School-Sponsored Trips.
- 2c. Adopt Resolution #08/09-09 of the Fullerton School District to oppose further cuts to education funding and urge the Legislature and the Governor to immediately solve the budget crisis with a balanced approach that includes revenue increases.
- 2d. Approve 2009 California School Boards Association (CSBA) Delegate Assembly Election candidates.

Board Member Request(s) for Information and/or Possible Future Agenda Items

Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, February 24, 2009, 2:30 p.m. closed session, 5:30 p.m. open session, in the Board Room at 1401 W. Valencia Drive, Fullerton, California.

Fullerton School District
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, January 20, 2009
2:30 p.m., Open Session, 3:30 p.m. Closed Session, 5:30 p.m. Open Session
District Administrative Offices, Board Room
1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 2:35 p.m., and Ron Mullins led the Pledge of Allegiance to the flag.

Board Members present: Ellen Ballard, Beverly Berryman, Minard Duncan, Hilda Sugarman, and Lynn Thornley
Administration present: Dr. Mitch Hovey, Mr. Mark Douglas, Dr. Gary Cardinale, and Mrs. Janet Morey

Public Comments

There were no public comments at this time.

Budget Update

Dr. Gary Cardinale presented an overview of the objectives for this budget session: 1) review budget calendar 2) examine background of State deficit 3) State revenue projections 4) Prop 98 guarantee – what's the minimum? 5) review of District's revenue limit projections 6) detail of enrollment history 7) detail of projected level of multi-year budget reductions 8) revisit cash flow/one-time money/borrowing 9) review of costs of health and welfare. Dr. Cardinale stated the Prop 98 guarantee will not be restored and the District must cut \$16 million from its budget, in total, through the 2010/2011 school year. Dr. Cardinale reviewed the ongoing steps: 1) generate proposed solutions 2) prioritize expenditures 3) investigate revenue enhancements 4) examine budget reductions 5) consider program alternatives.

FETA President Andy Montoya asked where the figures regarding the "Revenue Limit \$ Update" came from, and Dr. Cardinale replied the figures were obtained from School Services of California and the State Department of Finance.

Recess to Closed Session – Agenda:

At 3:52 p.m., the Board recessed to closed session for: • Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association), District Representative – Mr. Mark Douglas [Government Code sections 54954.5(f), 54957.6]; •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]; •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

Call to Order, Pledge of Allegiance, and Report from Closed Session

The Board returned to open session at 5:39 p.m., and Fern Drive School Student Council President Joey Richardson led the Pledge of Allegiance to the flag. President Sugarman stated there was nothing to report from closed session.

Introductions/Recognitions

Dr. Hovey and Mrs. Morey welcomed Dr. Claire Cavallaro, Ms. Ginger Geftakys, Ms. Teresa Crawford from the Cal State Fullerton College of Education. Lauralyn Eschner presented a slide show and discussed the 19-year history of the District's "All the Arts for All the Kids" Program.

Dr. Claire Cavallaro, Ms. Ginger Geftakys, and Ms. Teresa Crawford presented a video that included an overview of what the District's teachers learn in the University's "Art Training for Teachers" program as well as the "Teachers Training Teachers" classes here at the District.

Lauralyn Eschner presented a certificate of appreciation to Dr. Cavallaro, Ms. Geftakys, and Ms. Crawford. Ms. Eschner then introduced members of the Arts Foundation Board and thanked them for their dedication and hard work. Ms. Eschner presented a check from the Arts Foundation to the District totaling \$70,000 for Arts Education Programs, the Arts LAB, and the new Music Bus.

Principal of Fern Drive School, Gaye Besler, along with Fern Drive students, presented an enjoyable video and spoke about the many programs, activities, and events at Fern Drive School.

Public Comments

Fullerton resident and former District teacher Melvin Schlotthauer thanked the Board for the opportunity to take students to Washington, D.C. last year and for supporting the students' trip there again this year. Mr. Schlotthauer

spoke about the wonderful time the students had and thanked Congressman Ed Royce for his help with their visit to Washington, D.C.

Fullerton resident Fred Partida spoke to the Board regarding his concerns about the DELAC (District English Language Advisory Committee) with what he feels is a lack of purpose and leadership, he questioned why the Committee only meets four times a year, and he would like goals and bylaws established. President Sugarman asked Dr. Hovey to address the issues raised by Mr. Partida and communicate with him.

District parent Pamela Penner requested that the Board not make any budget cuts to instrumental music.

Board President Sugarman announced that Discussion/Action Item #2b would be addressed at this time.

2b. Hear Presentation and Accept Report of 2007/2008 Regular Audit and Financial and Performance Audits

Dr. Gary Cardinale introduced Mr. Jeff Nigro of Nigro, Nigro & White, PC, who presented and briefly discussed the audit results. It was moved by Minard Duncan, seconded by Beverly Berryman, and carried 5-0 to accept the report of the 2007/2008 Regular Audit and Financial and Performance Audits required by Proposition 39.

Superintendent's Report

Dr. Hovey's report: thanked the Phelps Foundation for the grants to schools; regarding his meeting with Assemblyman Mike Duvall, along with Dr. George Giokaris, Fullerton Joint Union High School District Superintendent, and Dr. Skip Roland, Brea-Olinda School District Superintendent, reviewed the major points (compiled by Orange County Superintendents) that were discussed with Assemblyman Duvall; stated that regarding the Board's request at the December 9 Board meeting to follow up with Fullerton resident Mr. Fred Partida regarding his inquiries about categorical dollars at Woodcrest School, District staff has had several follow up conversations and meetings with Mr. Partida to clarify his questions; the District has just received the E-Rate application, it is important to process immediately to help reduce the costs of phone lines, etc., and the application will be presented at a future Board meeting for ratification; thanked Fern Drive School for the wonderful student artwork displayed on the Board Room walls; stated all interdistrict transfers will be placed on hold for now as budget decisions need to be made.

Information from the Board of Trustees

Trustee Thornley stated that many people present in the audience did not hear the 2:30 p.m. presentation regarding the \$17 million that must be cut from the District's budget over the next three years, and Mrs. Thornley asked everyone to think creatively.

Trustee Duncan's report: the dental clinic last Saturday at Richman School, funded by Rotary Club, serviced over 60 students, and in May there will be another dental clinic at Valencia Park School; complimented Laguna Road School's 3rd grade musical "Fullerton is my Town".

Trustee Ballard's report: attended the Science Advocacy meeting and learned about the fabulous things happening with Science in the District; regarding "Adventures in Science" day, 36 seventh and eighth grade boys visited Raytheon, Beckman, and the College of Optometry, the boys were thrilled with what they saw and experienced, and many now want to become mathematicians and scientists; the "Adventures in Science" day for girls will be held in March; complimented Becky D'Arrigo and her staff on their coordination of the Adventures in Science events.

Trustee Berryman's report: enjoyed the "Fullerton is my Town" program at Laguna Road School, commented it was nice for the kids to see the granddaughter of Mr. Chapman in the audience as well as learn about the history of Fullerton; attended the January 6 City Council meeting where Hermosa Drive School students (Janny Meyer's class) made impressive presentations (Citizen Action) regarding pollution at Laguna Lake; Mayor Bankhead commented that if not for the student presentations, he might not have voted to designate Laguna Lake smoke-free. President Sugarman's report: heard today that the Assistance League clothed 103 homeless children, and they are a wonderful group within our community and an important message to take home; while visiting Laguna Road School, was given a green bag to carry items in, rather than a plastic bag, to help the environment; commented it's wonderful to see people who are being conscientious and cost efficient; thanked everyone for their wonderful partnerships with the District.

Information from PTA, FETA, CSEA, FESMA

PTA President Luz Howchin's report: the donations for FIES (Fullerton Interfaith Emergency Services) went very well this year; one PTA member did win a scholarship, and they are hoping to give scholarships to winners of the PTA Reflections contest; PTA nominating committees are welcoming new people, and she commented if principals know of any parents who would like to become involved, they should consider joining the PTA; thanked Dr. Hovey for inviting PTA members to the Budget Advisory Committee meetings as they are very informative; read aloud information from the PTA newsletter regarding parcel tax; stated the PTA supports efforts for funding.

FETA President Andy Montoya's report: March 2 is "Read Across America" day; the Fullerton Elementary Teachers Association donated \$300.00 to FIES; thanked Dr. Hovey and Mr. Douglas for working together with the budget group; the California Teachers Association is meeting with local legislators and writing letters regarding the State's budget crisis; spoke about the Fullerton family.

CSEA President Joe Ahlert stated that CSEA would have a report to present at an upcoming Board Meeting and read an excerpt from President Obama's book "The Audacity of Hope".

FESMA representative Bob Johnson's report: stated that there are interesting things planned for this Friday's staff development day; acknowledged the Phelps Foundation, Fullerton Education Foundation, Fullerton Excellence in Education Foundation, and the Arts Foundation for the grants to the school sites; appreciates the District's partnerships and hopes they will continue during difficult budget times.

Approve Minutes

Moved by Minard Duncan, seconded by Lynn Thornley and carried 5-0 to approve the minutes of the Regular meeting on December 9, 2008.

Consent Items

Moved by Ellen Ballard, seconded by Lynn Thornley and carried 5-0 to approve the consent items as presented.

- 1a. Approve/Ratify Certificated Personnel Report.
- 1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.
- 1c. Approve/Ratify purchase orders numbered C22B0058 through C22B00566, C22C0081 through C22C0107, C22D0473 through C22D0574, C22M0238 through C22M0277, C22R0481 through C22R0595, C22S0101 through C22S0112, C22T0026 through C22T0028, C22V0089 through C22V0095, C22X0420 through C22X0489 for the 2008/2009 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 110519 through 110671 and processed food/commodity purchase orders numbered CARGILL-110008, DJ-110005, GS-110004, 110533-A, 110534-A, 110606-A, 110648-A, 110649-A, 110650-A, and 110651-A for the 2008/2009 school year.
- 1e. Approve/Ratify warrants numbered 67129 through 67845 for the 2008/2009 school year totaling \$3,984,563.95.
- 1f. Approve/Ratify Nutrition Services warrants numbered 6649 through 6749 for the 2008/2009 school year totaling \$551,964.66.
- 1g. Approve/Ratify Classified Personnel Report.
- 1h. Approve/Ratify 2008/2009 Subcontract Agreement between Buena Park School District and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.
- 1i. Approve/Ratify 2008/2009 Independent Contractor Agreement between California State University, Fullerton and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.
- 1j. Approve/Ratify 2008/2009 Subcontract Agreement between La Habra City School District and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.
- 1k. Approve the 2008/2009 Site Use Agreement with Girl Scout Council Greater Los Angeles.
- 1l. Approve overnight field trip for Parks Junior High School Leadership Class teachers and students to Skyland Ranch Girl Scout Camp from February 13-15, 2009.
- 1m. Approve overnight field trip for Robert C. Fidler School fourth grade students to Sacramento from May 6-8, 2009.
- 1n. Approve overnight field trip for Sunset Lane School fourth grade students to Sacramento from April 16-17, 2009.

- 1o. Adopt Resolution numbers 08-09-B016 through 08/09-B024 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1p. Approve submission of the 2008/2009 Consolidated Application, Part II, to the California Department of Education for funding Categorical Aid Programs.
- 1q. Approve Independent Contractor Agreement for the 2008/2009 school year with Jeremy Bates of Revolution Speak to provide student development training for the Boys' and Girls' Conferences at Nicolas Junior High School on February 14 and 21, 2009.
- 1r. Approve Classified Tuition Reimbursements.
- 1s. Approve/Ratify Change Order #2 for PCN3 Inc., for Beechwood School Administration/Kitchen Renovation, FSD-07-08-CC-01.
- 1t. Approve Change Order #16 for Bernards.
- 1u. Approve submission of application for the Cohort 6 – 21st Century Community Learning Center Grant-Funded Afterschool Program.
- 1v. Adopt Resolution #08/09-07 of the Board of Trustees of the Fullerton School District to temporarily borrow monies from the County Treasurer for the 2008/2009 school year.
- 1w. Approve/Ratify submission of the 2008/2009 Operations Application for the K-3 Class Size Reduction Program and certify that the statements included on the application are true and accurate.
- 1x. Approve the Fullerton School District to purchase school supplies from a piggyback bid of Placentia-Yorba Linda Unified School District Supplies Bid No. 209-4.
- 1y. Approve 2009/2010 Internet Network Support Services Agreement with the Orange County Superintendent of Schools/Orange County Department of Education.
- 1z. Approve Joe Ahlert and Dianna Mullen to attend the California Public Employers/ Employees Health Care Coalition Conference in Las Vegas, Nevada from January 21-23, 2009, funded by the Metropolitan Employees Benefits Association (MEBA).
- 1aa. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 2 (October 1, 2008-December 31, 2008).

Discussion/Action Items

- 2a. Approve New Board Policy 0450

Moved by Ellen Ballard, seconded by Lynn Thornley and carried 5-0 to approve new Board Policy 0450 Comprehensive Safety Plan.

Item 2b was previously addressed.

- 2b. Hear Presentation and Accept Report of 2007/2008 Regular Audit and Financial and Performance Audits
- 2c. Hold Discussion and Approve Contract between Fullerton School District and Sidewalk Strategies

Fullerton residents Jeff & Marilyn Harris and Natalie Benda, and CSEA President Joe Ahlert spoke in opposition to the District conducting a feasibility study for a parcel tax. Dr. Hovey discussed the severity of the State's financial crisis, stated a parcel tax is one way to bring in a steady source of revenue to the District, and discussed the goals of the feasibility study. Dr. Cardinale explained the difference between a bond and a parcel tax. Trustees discussed the feasibility study and parcel tax and expressed their concerns with this difficult issue. Trustee Duncan stated the Board has made yearly budget cuts since he's been on the Board, and he commented that many businesses are leaving the area. Trustee Ballard stated she feels that local control is the way to proceed, that the District will be losing while waiting for decisions from Sacramento, and it's important to protect District programs. Trustee Berryman stated she

is very torn, but it is not the right time to ask for more taxes from citizens. Trustee Thornley stated she feels the District is moving too quickly, that it is unknown how much added taxes there will be in the State as well as the Nation, that cuts will need to be made, and the District needs to stop spending. President Sugarman read aloud a few quotes from the book "The Collaborative Administrator", stated that if the District does nothing there will be cuts to programs, and she feels there is a need for leadership to take the risk and perform the feasibility study. It was moved by Ellen Ballard, seconded by Minard Duncan, and carried two "yes" votes (Trustees Ballard and Sugarman), two "no" votes (Trustees Berryman and Thornley), and one "abstain" (Trustee Duncan).

- 2d. Adopt Resolution #08/09-08 approving Behavioral Intervention Plans (Hughes Bill) Mandated Cost Claim Settlement

Moved by Lynn Thornley seconded by Minard Duncan and carried 5-0 to adopt Resolution #08/09-08 approving Behavioral Intervention Plans (Hughes Bill) Mandated Cost Claim Settlement and waiving rights to file any claim regarding the Hughes Bill statute and regulations.

- 2e. Discuss pupil attendance calendars for the 2009/2010, 2010/2011, and 2011/2012 school years

Mr. Douglas stated the proposed pupil attendance calendars are from the District Calendar Committee, but noted that now the State is considering a 5-day furlough for school districts, and it would be a negotiable item as to when the 5 days would take place. Following some discussion about dates coinciding with the Fullerton Joint Union High School District, the Board Members determined they would like to discuss, and possibly approve, the pupil attendance calendars at a future Board Meeting after District staff have met and discussed the calendars with the Fullerton Joint Union High School District.

Administrative Reports

- 3a. California Healthy Kids Survey Results 2007/2008

Marilyn White presented the California Healthy Kids Survey Results for 2007/2008.

- 3b. First Reading of revised Board Policy 0410 Non-discrimination in District Programs and Activities

Kathy Ikola stated the language in the Policy is recommended by CSBA.

- 3c. First Reading of revised Board Policy 6153 School-Sponsored Trips

Janet Morey stated that this replaces the existing Policy that County Counsel revised.

Board Member Request(s) for Information and/or Possible Future Agenda Items

There were no requests.

Adjournment

President Sugarman adjourned the Regular meeting on January 20, 2009 at 9:00 p.m.

Clerk, Board of Trustees

CONSENT ITEM

DATE: February 10, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hires, and leaves of absence.

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MD:rw
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON February 10, 2009**

NEW HIRES

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Rocio Acevedo	Substitute Teacher	Employ	100	01/20/09
Danielle Bagger	Substitute Teacher	Employ	100	01/09/09
Carolyn Brennan	Substitute Teacher	Employ	100	01/16/09
Dominique Davila	Substitute Teacher	Employ	100	01/08/09
Ana Elkins	Substitute Teacher	Employ	100	01/20/09
Jennifer Johnson	Substitute Teacher	Employ	100	01/07/09
Maria Petrocco	Substitute Teacher	Employ	100	01/15/09
Dave Nguyen	Math/Parks	III/1	100	01/23/09

LEAVE(S) OF ABSENCE

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Susan Bojorquez	Kindergarten/Hermosa	Leave of Absence	01/26/09-02/27/09
Stephanie Diaz	4 th Grade/Richman	Leave of Absence	01/22/09-02/27/09
Cheryl Roy	SDC Kindergarten/Woodcrest	Leave of Absence	01/19/09-01/30/09

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on February 10, 2009.

Clerk/Secretary

CONSENT ITEM

DATE: February 10, 2009

TO: Mitch Hovey, Ed.D., District Superintendent

FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services

SUBJECT: ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS

Background: According to Board Policy 3290 (a), the Board of Trustees may accept any bequest, gift of money or property on behalf of the School District. Gifts must be deemed suitable for a purpose by the Board of Trustees and be used in an appropriate manner. However, it is the policy of the Board of Trustees to discourage all gifts, which may directly or indirectly impair the Board of Trustees' commitment to providing equal educational opportunities to the students of the District. As indicated in the above-mentioned Board Policy, the District Superintendent approves gifts designated for a specific school for acceptance at that school. Descriptions of gifts presented for acceptance this evening are included on the following page. Gifts for specific dollar amounts are noted, non-monetary gifts are identified and the donor is responsible for reporting the value to the Internal Revenue Service.

Rationale: The Board of Trustees of the Fullerton School District gratefully accepts monetary and non-monetary gifts from public and private entities. These gifts help reduce the costs of school materials, curriculum and extra curricular student activities.

Funding: The funding received from gifts will be deposited in appropriate District funds.

Recommendation: Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

GC:sf
Attachment

FULLERTON SCHOOL DISTRICT

Gifts – February 10, 2009

<u>SCHOOL / SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Acacia	Fullerton Excellence in Education Foundation (Community Partner)	Monetary donation of \$133.00 for the school. Proceeds from the ticket sales for the Brea Mall event
Beechwood	Beechwood PTA (PTA)	Monetary donation of \$5,000.00 towards the technology program
Beechwood	Beechwood PTA (PTA)	Monetary donation of \$2,000.00 towards office supplies
Beechwood	Beechwood PTA (PTA)	Monetary donation of \$4,000.00 towards outdoor round tables
District	The Wilson W. Phelps Foundation (Community Partner)	Monetary donation of \$137,871.00 to eleven of our sites: Beechwood, \$3,840.00; Commonwealth, \$11,234.00; Hermosa, \$6,357.00; Ladera Vista, \$3,793.00; Maple; \$15,009.00; Nicolas, \$16,177.00; Parks, \$6,786.00; Richman, \$13,000.00; Sunset Lane, \$5,529.00; Valencia Park, \$3,185.00; Woodcrest, \$52,961.00
Fern Drive	Fullerton Excellence in Education Foundation (Community Partner)	Monetary donation of \$210.00 for the school. Proceeds from the ticket sales for the Brea Mall event
Fisler	Apple Inc. (Community Partner)	Monetary donation of \$500.00 towards the laptop program
Fisler	Fullerton Excellence in Education Foundation (Community Partner)	Donation of four laptop computers
Ladera Vista	Fullerton Excellence in Education Foundation (Community Partner)	Monetary donation of \$385.00 for the laptop program
Nicolas Jr. High	Fullerton Excellence in Education Foundation (Community Partner)	Monetary donation of \$1,815.47 for the school. Proceeds from the Toast to Learning auction
Raymond	Wal-Mart Foundation (Community Partner)	Monetary donation of \$500.00 for 6 th Grade Outdoor Ed camp, by the grandmother of a student

FULLERTON SCHOOL DISTRICT

Gifts – February 10, 2009

<u>SCHOOL / SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Rolling Hills	BP Foundation (Community Partner)	Monetary donation of \$25.00 to compensate the time parents volunteered in the classrooms
Rolling Hills	Mr. and Mrs. Mark Johnson (Parents)	Monetary donation of \$500.00 to Mrs. Hunt's classroom
Rolling Hills	Mr. and Mrs. Mark Johnson (Parents)	Monetary donation of \$500.00 to Mrs. Johnson's classroom
Woodcrest	Wells Fargo Community Support Campaign (Community Partner)	Monetary donation of \$750.00 for Ms. Reed's classroom from the matching gift program

CONSENT ITEM

DATE: February 10, 2009

TO: Mitch Hovey, Ed.D., District Superintendent

FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services

PREPARED BY: Suwen Su, Director of Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED C22B0067 THROUGH C22B0069, C22C0108 THROUGH C22C0116, C22D0575 THROUGH C22D0612, C22M0278 THROUGH C22M0289, C22R0596 THROUGH C22R0644, C22S0113 THROUGH C22S0125, C22T0029 THROUGH C22T0032, C22V0096 THROUGH C22V0100, C22X0490 THROUGH C22X0516 FOR THE 2008/2009 FISCAL YEAR

Background: Expenditures for the Fullerton School District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed but excluded in the Purchase Order Detail Report are purchase orders that have either been cancelled or changed in some manner and appear in the other sections of this report titled Purchase Order Detail – Cancelled Purchase Orders, or Purchase Order Detail – Change Orders. The subject purchase orders have been prepared since the report presented at the last Board Meeting.

Purchase Order Designations:			
B:	Instructional Materials	S:	Stores
C:	Conferences	T:	Transportation
D:	Direct Delivery	V:	Fixed Assets
L:	Leases and Rents	X:	Open-Regular
M:	Maintenance & Operations	Y:	Open-Transportation
R:	Regular	Z:	Open-Maintenance & Operations

Rationale: Purchase Orders are used by school districts to purchase goods and services from merchants and contractors.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered C22B0067 through C22B0069, C22C0108 through C22C0116, C22D0575 through C22D0612, C22M0278 through C22M0289, C22R0596 through C22R0644, C22S0113 through C22S0125, C22T0029 through C22T0032, C22V0096 through C22V0100, C22X0490 through C22X0516 for the 2008/2009 fiscal year.

GC:SS:sf
Attachment

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/10/2009**

FROM 12/23/2008 TO 01/19/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22B0067	HOUGHTON MIFFLIN COMPANY	664.80	664.80	0140655249 4200	Textbook Distribution Discret / Books Other Than Textbc
C22B0068	SCHOOL INNOVATIONS AND	559.32	559.32	0130452211 4200	SBCP Instr Supervision Dist / Books Other Than Textboo
C22B0069	HOUGHTON MIFFLIN COMPANY	318.78	318.78	0140155239 4310	Curriculum Development Discret / Materials and Supplies
C22C0108	SAN DIEGO CNTY OFFICE OF EDUCA	325.00	325.00	0135555221 5210	Beg Teacher Support Assessment / Conferences and Meet
C22C0109	BOOST COLLABORATIVE	1,095.00	1,095.00	0125952271 5210	Commun Learn Ctr Cohort 3 Cent / Conferences and Mee
C22C0110	FIRST PRESBYTERIAN NURSERY SCH	180.00	180.00	1231852101 5210	Pre K Family Literacy Instr / Conferences and Meetings
C22C0111	UC REGENTS	325.00	325.00	0124654221 5210	Special Ed IDEA Personnel Dev / Conferences and Meeti
C22C0112	HOUGHTON MIFFLIN COMPANY	150.00	150.00	0130452211 5210	SBCP Instr Supervision Dist / Conferences and Meetings
C22C0113	CONTINUING EDUCATION PROGRAMS	398.00	398.00	0121736101 5210	Title II Tchr Qlty St Juliana / Conferences and Meetings
C22C0115	ORANGE CNTY DEPARTMENT OF EDU	300.00	300.00	0122452221 5210	Title III Instr Staff Dev / Conferences and Meetings
C22C0116	ORANGE CNTY DEPARTMENT OF EDU	55.00	55.00	0125554101 5210	LEA Medi Cal Reimburse Speech / Conferences and Mee
C22D0575	GOV CONNECTION	114.22	114.22	0131723101 4310	Arts Music Instr Parks / Materials and Supplies Instr
C22D0576	GOV CONNECTION	1,082.89	1,082.89	0160690371 4350	Food Services / Materials and Supplies Office
C22D0577	LAKESHORE LEARNING	984.07	984.07	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
C22D0578	CDW.G	10,518.66	10,518.66	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Ins
C22D0579	CDW.G	256.88	256.88	0109717109 4310	Suppl Grant Support Ladera Vis / Materials and Supplies
C22D0580	NASCO WEST INC	546.56	546.56	0131517101 4310	Career Ed Eqpt & Supp Instr / Materials and Supplies Inst
C22D0581	LEARNING SEED	104.80	104.80	0131517101 4310	Career Ed Eqpt & Supp Instr / Materials and Supplies Inst
C22D0582	BSN SPORTS	293.88	293.88	0131917101 4310	Phys Educ Block Grant Ladera / Materials and Supplies In
C22D0583	NASCO WEST INC	1,718.58	1,718.58	0131517101 4310	Career Ed Eqpt & Supp Instr / Materials and Supplies Inst
C22D0584	AMERICAN RED CROSS	490.69	49.07	0134352101 4310	Community Based Engl TutorInst / Materials and Supplie
			98.14	0139252101 4310	Prop 10 OC Families Instr / Materials and Supplies Instr
			171.74	1231019101 4310	Preschool Instruction / Materials and Supplies Instr

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C22D0584	*** CONTINUED ***				
			171.74	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
C22D0585	AMAZON.COM	451.67	451.67	0134352101 4310	Community Based Engl TutorInst / Materials and Supplies
C22D0586	AMAZON.COM	222.82	222.82	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
C22D0587	SUPPLY MASTER	108.60	108.60	0110215109 4310	Instr Golden Hill DC / Materials and Supplies Instr
C22D0588	OFFICE DEPOT BUSINESS SERVICE	107.64	107.64	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0589	MCGRAW HILL	2,131.90	2,131.90	0140655249 4200	Textbook Distribution Discret / Books Other Than Textbc
C22D0590	SOLUTION TREE LLC	346.71	346.71	0130417101 4310	SBCP Instr Ladera Vista / Materials and Supplies Instr
C22D0591	MARKERBOARD PEOPLE, THE	42.01	42.01	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0592	OFFICE DEPOT BUSINESS SERVICE	271.10	271.10	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0593	OFFICE DEPOT BUSINESS SERVICE	337.99	337.99	0130422101 4310	SBCP Instr Pacific Drive / Materials and Supplies Instr
C22D0594	SUPPLY MASTER	73.45	73.45	0139252271 4350	Prop 10 OC Families Sch Admin / Materials and Supplies
C22D0595	LORSON'S BOOKS & PRINTS	225.95	225.95	0134526101 4310	English Lang Acq Prg Rolling H / Materials and Supplies
C22D0596	FORMAL FASHIONS	330.60	330.60	0110217149 4310	Vocal Music Ladera Vista / Materials and Supplies Instr
C22D0597	CLT COMPUTERS INC	306.82	306.82	0130928101 4310	Ed Tech Supp Grant Valencia / Materials and Supplies Ins
C22D0598	SCHOOL SPECIALTY	225.35	225.35	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Ins
C22D0599	OFFICE DEPOT BUSINESS SERVICE	173.99	21.44	0110226109 4310	Instruction Rolling Hills DC / Materials and Supplies Instr
			152.55	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Ins
C22D0600	CDW.G	3,513.93	2,574.29	0130911101 4310	Ed Tech Supp Grant Beechwood / Materials and Supplies
			469.82	0131711101 4310	Arts Music Instr Beechwood / Materials and Supplies Inst
			469.82	0131911101 4310	Phys Educ Blk Grnt Beechwood / Materials and Supplies
C22D0601	PRESIDENT'S CHALLENGE	134.55	134.55	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
C22D0602	NATURE WATCH	211.86	211.86	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
C22D0603	FOLKMANIS PUPPETS	308.02	308.02	0139252101 4310	Prop 10 OC Families Instr / Materials and Supplies Instr

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C22D0604	OFFICE DEPOT BUSINESS SERVICE	106.88	106.88	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
C22D0605	DOHERTY INC, JAMES	2,562.30	2,562.30	0130422101 4310	SBCP Instr Pacific Drive / Materials and Supplies Instr
C22D0606	ACCURATE LABEL DESIGNS INC	280.19	280.19	0110216109 4310	Instruction Hermosa Drive DC / Materials and Supplies In
C22D0607	ROSETTA STONE LTD	1,524.86	1,524.86	0109211109 4310	Sch Theme Resrch Instr Beechwd / Materials and Supplie:
C22D0608	KAPLAN SCHOOL SUPPLY	840.26	840.26	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
C22D0609	LAKESHORE LEARNING	1,088.55	1,088.55	1231419101 4310	Child Devel PreK Qaulity Mater / Materials and Supplies
C22D0610	KAPLAN SCHOOL SUPPLY	1,428.37	1,428.37	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies In:
C22D0611	BAUDVILLE COMPUTER PRODUCTS	628.69	628.69	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
C22D0612	NASCO WEST INC	56.43	56.43	0110220169 4310	Sewing Nicolas Jr High / Materials and Supplies Instr
C22M0278	ROTO ROOTER	2,455.00	2,455.00	1453326859 5640	Deferred Maint Fac Rollng Hill / Repairs by Vendors
C22M0279	GEARY PACIFIC SUPPLY	3,276.49	3,276.49	1453322859 4363	Deferred Maint Fac Pacific Dr / Materials and Supplies R:
C22M0280	KENT'S CONSTRUCTION	810.00	810.00	1453310859 5640	Deferred Maint Fac Acacia Sch / Repairs by Vendors
C22M0281	STATE ARCHITECT, DIVISION OF T	84.07	84.07	2567223859 6200	Fac Growth Dev Fees Parks / Buildings and Improve of B
C22M0282	CARRIER SALES AND DISTRIBUTION	335.15	335.15	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0284	LAURENCE COMPANY, C R	17.69	17.69	0153453819 4363	Vandalism / Materials and Supplies Repairs
C22M0285	FIRE CONNECTION	492.96	492.96	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
C22M0286	EXCELSIOR ELEVATOR CORP	1,240.74	1,240.74	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0287	PRO INSTALLATIONS INC	2,890.00	2,890.00	1453350859 6200	Deferred Maint Facilities / Buildings and Improve of Buil
C22M0288	ELITE ELEVATOR INC	4,950.00	4,950.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
C22M0289	MONTGOMERY HARDWARE COMPAN	1,440.62	1,440.62	8152451741 4363	Property and Liability / Materials and Supplies Repairs
C22R0596	SUPPLY MASTER	271.75	271.75	0153050799 4350	Business Administration DC / Materials and Supplies Offi
C22R0597	SOUTHWEST SCHOOL SUPPLY	70.23	70.23	0153050799 4350	Business Administration DC / Materials and Supplies Offi

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C22R0598	BADGE A MINIT LTD	50.00	50.00	0140455249 5640	Multi Media Curriculum Lab DC / Repairs by Vendors
C22R0599	YMCA OF ORANGE COUNTY	29,852.40	2,985.24 26,867.16	0125952101 5805 0132952101 5805	Community Learn Ctr Cohort 3 / Consultants Afr Schl Ed Sfty Grt Cohort 6 / Consultants
C22R0600	FULLERTON, CITY OF	113,886.00	113,886.00	0132952101 5805	Afr Schl Ed Sfty Grt Cohort 6 / Consultants
C22R0601	RHODES, KATINA	75.85	75.85	0134517101 4310	English Lang Acq Prg Ladera Vi / Materials and Supplies
C22R0602	ACTION LEARNING SYSTEMS INC	30,000.00	30,000.00	0121028101 5805	High Priority Inst Valencia Pa / Consultants
C22R0603	ENVIRONMENTAL NATURE CENTER	816.21	816.21	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
C22R0604	ORANGE CNTY DEPARTMENT OF EDU	30,000.00	30,000.00	0130752101 5805	Teacher Recruitment Instr / Consultants
C22R0605	EDUCATIONAL RESOURCES	109.66	109.66	0130929101 4310	Ed Tech Supp Grant Woodcrest / Materials and Supplies 1
C22R0606	RED APPLE	4,140.83	4,140.83	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
C22R0607	ACTION LEARNING SYSTEMS INC	1,000.00	1,000.00	0121222101 5805	Title I Pacific Drive Instr / Consultants
C22R0608	ORANGE CNTY DEPARTMENT OF EDU	630.00	630.00	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
C22R0609	PEARSON ASSESSMENT INC	82.43	82.43	0151154321 4315	Psychological Services / Materials Test Kits Protocols
C22R0610	PEARSON ASSESSMENT INC	317.93	317.93	0151154321 4315	Psychological Services / Materials Test Kits Protocols
C22R0611	AEROMARK	23.71	23.71	0124854101 4310	Spec Ed Preschool Instr / Materials and Supplies Instr
C22R0612	LONE KID SCREEN PRINTING	231.66	231.66	0110223149 4310	Summer Sports Parks / Materials and Supplies Instr
C22R0613	NAGLER, JILLIAN K	400.00	400.00	0131517101 4310	Career Ed Eqpt & Supp Instr / Materials and Supplies Inst
C22R0614	SCOTT, ANN	335.14	335.14	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies In
C22R0615	SCHINDELE, VICKI	2,800.00	2,800.00	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Ins
C22R0616	SOPRIS WEST	95.84	95.84	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplie
C22R0617	SOPRIS WEST	101.81	101.81	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplie
C22R0618	ESCHNER, LAURALYN	50.77	50.77	0131652101 4310	Arts and Music Grant Instruct / Materials and Supplies Ins
C22R0619	MCINTOSH, LAURA	97.25	97.25	0131652101 4310	Arts and Music Grant Instruct / Materials and Supplies Ins

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C22R0620	SUPPLY MASTER	61.39	61.39	0121752211 4350	Teacher Quality Instr Supv / Materials and Supplies Office
C22R0621	ACTIVEFOREVER.COM	40.27	40.27	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplies
C22R0622	ACTIVEFOREVER.COM	149.22	149.22	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplies
C22R0623	AMAZON.COM	188.43	188.43	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
C22R0624	EDUCATIONAL TESTING SERVICE	2,361.20	2,361.20	0150655359 5810	STAR Testing Prog (Mandate) DC / Data Processing Serv
C22R0625	MONTOYA, KRISTIN	116.80	116.80	0131517101 4310	Career Ed Eqpt & Supp Instr / Materials and Supplies Instr
C22R0626	SUPPLY MASTER	328.94	328.94	0151055339 4350	Child Welfare and AttendanceDC / Materials and Supplies
C22R0627	CENTENNIAL HERITAGE MUSEUM	480.00	480.00	0110326109 5850	Reimburse Rolling Hills Disc / Admission Fees
C22R0628	AMAZON.COM	183.61	183.61	0136426101 4310	Sch Block Grant Instr Rolling / Materials and Supplies Instr
C22R0629	NATIONAL EDUCATIONAL MUSIC CO	428.61	428.61	0131652101 4310	Arts and Music Grant Instruct / Materials and Supplies Instr
C22R0630	ATLAS PEN AND PENCIL CORPORATI	207.77	207.77	0130416101 4310	SBCP Instr Hermosa / Materials and Supplies Instr
C22R0631	ASCARI, PATRICIA	173.14	173.14	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
C22R0632	NJAVRO, SHANNON	148.58	148.58	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
C22R0633	NGA INC	50.00	50.00	0151055339 5310	Child Welfare and AttendanceDC / Dues and Membership
C22R0634	HAWTHORNE EDUCATION SERVICES	131.89	131.89	0151154321 4315	Psychological Services / Materials Test Kits Protocols
C22R0635	PEARSON ASSESSMENT INC	189.00	189.00	0151154321 4315	Psychological Services / Materials Test Kits Protocols
C22R0636	RENAISSANCE LEARNING INC	1,663.00	1,663.00	0130422101 4310	SBCP Instr Pacific Drive / Materials and Supplies Instr
C22R0637	MOVE INTERNATIONAL	2,225.00	2,225.00	0114154101 5210	Designated Instruction Severe / Conferences and Meetings
C22R0638	TEXAS SCHOOL FOR THE BLIND AND	564.65	564.65	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
C22R0639	URANGA, YVONNE	500.00	500.00	0152258749 5885	Personnel Commission Discret / Classified Employees Tu
C22R0640	QUIJADA, JUDITH	500.00	500.00	0152258749 5885	Personnel Commission Discret / Classified Employees Tu
C22R0641	BOECKING, RACHEL	299.70	299.70	0152258749 5885	Personnel Commission Discret / Classified Employees Tu
C22R0642	TAYLOR, MELINDA	257.44	257.44	0152258749 5885	Personnel Commission Discret / Classified Employees Tu

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C22R0643	RIGHT CONNECTION, THE	666.46	666.46	0111611129 4310	Math Science Olympiad Beechwd / Materials and Supplie
C22R0644	SCHOOL SPECIALTY	124.99	124.99	0151454391 4350	Special Services / Materials and Supplies Office
C22S0113	PIONEER CHEMICAL COMPANY	1,792.96	1,792.96	0100000000 9320	Unrestricted / Stores
C22S0114	SOUTHWEST SCHOOL SUPPLY	2,168.47	2,168.47	0100000000 9320	Unrestricted / Stores
C22S0115	PIONEER CHEMICAL COMPANY	3,585.92	3,585.92	0100000000 9320	Unrestricted / Stores
C22S0116	GALE SUPPLY COMPANY	1,884.55	1,884.55	0100000000 9320	Unrestricted / Stores
C22S0117	UNIPAK CORPORATION	6,448.84	6,448.84	0100000000 9320	Unrestricted / Stores
C22S0118	FULLERTON HARDWARE	35.02	35.02	0100000000 9320	Unrestricted / Stores
C22S0119	GALE SUPPLY COMPANY	13,482.26	13,482.26	0100000000 9320	Unrestricted / Stores
C22S0120	PIONEER CHEMICAL COMPANY	965.44	965.44	0100000000 9320	Unrestricted / Stores
C22S0121	ALPHA SCIENTIFIC MEDICAL INC	158.93	158.93	0100000000 9320	Unrestricted / Stores
C22S0122	SOUTHWEST SCHOOL SUPPLY	1,275.55	1,275.55	0100000000 9320	Unrestricted / Stores
C22S0123	PIONEER STATIONERS	733.78	733.78	0100000000 9320	Unrestricted / Stores
C22S0124	SCHOOL SPECIALTY	2,886.66	2,886.66	0100000000 9320	Unrestricted / Stores
C22S0125	OFFICE DEPOT BUSINESS SERVICE	143.95	143.95	0100000000 9320	Unrestricted / Stores
C22T0029	CUSTOM DESIGN UNIFORM CO	1,676.59	737.70 938.89	0156556369 4362 0156656369 4362	Home to Sch Transportation DC / Supplies Uniforms Transportation Special Ed DC / Supplies Uniforms
C22T0030	ANCHOR MUFFLER AND AUTO SERVI	248.00	88.35 35.00 64.65 60.00	0156556369 4360 0156556369 5640 0156656369 4360 0156656369 5640	Home to Sch Transportation DC / Materials and Supplies Home to Sch Transportation DC / Repairs by Vendors Transportation Special Ed DC / Materials and Supplies Ot Transportation Special Ed DC / Repairs by Vendors
C22T0031	A 1 TRANSMISSION AND SUPPLY	282.94	282.94	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
C22T0032	PARKHOUSE TIRE INC	487.44	487.44	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies

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C22V0096	TROXELL COMMUNICATIONS	1,564.53	1,564.53	0111917109 6410	Phelps Grant Ladera Vista / New Equip Less Than \$10,00
C22V0097	LAKESHORE LEARNING	1,128.14	482.72 645.42	1231852101 4310 1231852101 6410	Pre K Family Literacy Instr / Materials and Supplies Instr Pre K Family Literacy Instr / New Equip Less Than \$10,0
C22V0098	MONTGOMERY HARDWARE COMPAN	10,346.82	10,346.82	1453317859 6200	Deferred Maint Fac Ladera Vsta / Buildings and Improve
C22V0099	APPLE COMPUTER INC.	1,254.05	1,254.05	0139252271 6410	Prop 10 OC Families Sch Admin / New Equip Less Than :
C22V0100	GOV CONNECTION	1,215.96	273.15 942.81	0130452211 5640 0130452211 6410	SBCP Instr Supervision Dist / Repairs by Vendors SBCP Instr Supervision Dist / New Equip Less Than \$10,
C22X0490	COSTCO WHOLESAL	150.00	150.00	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
C22X0491	GALLAGHER PEDIATRIC THERAPY	3,486.00	3,486.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0492	GALLAGHER PEDIATRIC THERAPY	1,660.00	1,660.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0493	GALLAGHER PEDIATRIC THERAPY	498.00	498.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0494	GALLAGHER PEDIATRIC THERAPY	996.00	996.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0495	GALLAGHER PEDIATRIC THERAPY	1,826.00	1,826.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0496	GALLAGHER PEDIATRIC THERAPY	415.00	415.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0497	GALLAGHER PEDIATRIC THERAPY	664.00	664.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0498	GALLAGHER PEDIATRIC THERAPY	3,154.00	3,154.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0499	GALLAGHER PEDIATRIC THERAPY	3,486.00	3,486.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0500	GALLAGHER PEDIATRIC THERAPY	1,826.00	1,826.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0501	GALLAGHER PEDIATRIC THERAPY	498.00	498.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0502	GALLAGHER PEDIATRIC THERAPY	1,245.00	1,245.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0503	GALLAGHER PEDIATRIC THERAPY	2,282.50	2,282.50	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0504	GALLAGHER PEDIATRIC THERAPY	996.00	996.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0505	LOWES HIW INC	500.00	500.00	0130316101 4310	Sch Instr Garden Grant Hermosa / Materials and Supplies

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/10/2009**

FROM 12/23/2008 TO 01/19/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22X0506	ASSISTIVE TECHNOLOGY EXCHANGE	700.00	700.00	0125554721 5805	LEA Medi Cal Reimbursement / Consultants
C22X0507	ASSISTIVE TECHNOLOGY EXCHANGE	1,050.00	1,050.00	0125554721 5805	LEA Medi Cal Reimbursement / Consultants
C22X0508	GALLAGHER PEDIATRIC THERAPY	581.00	581.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0509	GALLAGHER PEDIATRIC THERAPY	1,328.00	1,328.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0510	GALLAGHER PEDIATRIC THERAPY	1,826.00	1,826.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0511	GALLAGHER PEDIATRIC THERAPY	1,826.00	1,826.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0512	GALLAGHER PEDIATRIC THERAPY	1,079.00	1,079.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0513	GALLAGHER PEDIATRIC THERAPY	1,079.00	1,079.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0514	GALLAGHER PEDIATRIC THERAPY	221.33	221.33	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0515	CM SCHOOL SUPPLY COMPANY	300.00	300.00	0130655221 4350	Peer Assistance Review Prog / Materials and Supplies Off
C22X0516	HOME DEPOT, THE	350.00	350.00	0109726109 4310	Suppl Grant Support Rolling Hi / Materials and Supplies I
	Fund 01 Total:	343,948.10			
	Fund 12 Total:	6,534.43			
	Fund 14 Total:	19,778.31			
	Fund 25 Total:	84.07			
	Fund 81 Total:	1,440.62			
	Total Amount of Purchase Orders:	371,785.53			

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 02/10/2009

FROM 12/23/2008 TO 01/19/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22D0548	READ NATURALLY	5,045.57	+305.66	0121028101 4310	High Priority Inst Valencia Pa / Materials and Supplies Inst
C22M0033	GHATAODE BANNON ARCHITECTS	22,351.00	-24,924.39	2367711851 5805	CC Facilities Beechwood / Consultants
C22R0060	ORANGE CNTY DEPARTMENT OF EDU	393,812.19	-9,017.81	0171054921 7142	Excess Costs to County / Excess Cost to County Office
C22R0061	ORANGE CNTY DEPARTMENT OF EDU	16,472.81	+9,017.81	0171054921 7142	Excess Costs to County / Excess Cost to County Office
C22R0495	PRIORTY MAILING SYSTEMS INC	73.70	-0.11	0152950729 4350	Districtwide Expenditures / Materials and Supplies Office
C22R0553	AMAZON.COM	487.82	+487.82	0134352101 4310	Community Based Engl TutorInst / Materials and Supplies
			-525.28	0134352101 4399	Community Based Engl TutorInst / Books Supplies Est Car
C22R0568	NSS-NRS	65.08	+6.20	0124854101 4315	Spec Ed Preschool Instr / Materials Test Kits Protocols
C22S0109	SOUTHWEST SCHOOL SUPPLY	1,824.21	+73.70	0100000000 9320	Unrestricted / Stores
C22X0102	STAPLES 025724519	2,499.00	+1,000.00	0130419101 4310	SBCP Instr Maple / Materials and Supplies Instr
C22X0257	SMART AND FINAL STORES CORPORA	4,000.00	+2,000.00	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
C22X0367	ASSISTIVE TECHNOLOGY EXCHANGE	1,554.01	+29.01	0142054201 5805	Special Ed Administration / Consultants
C22X0370	COSTCO WHOLESALE	770.00	+200.00	0109725279 4350	Suppl Grant Supp Sch Adm Richm / Materials and Supplies
C22Y0005	GARY'S RADIATOR SERVICE	1,350.00	+350.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
C22Z0043	MCMASTER CARR SUPPLY COMPANY	1,450.00	+200.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22Z0067	U HAUL INTERNATIONAL	200.00	+100.00	0153353819 4361	Plant Maintenance DC / Materials and Supplies Fuel
	Fund 01 Total:		4,227.00		
	Fund 23 Total:		-24,924.39		
	Total Amount of Change Orders:		-20,697.39		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES MEETING 02/10/2009

FROM 12/23/2008 TO 01/19/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22C0092	ORANGE CNTY DEPARTMENT OF EDU		754.25	0130211101 5210	Econ Impact Aid Beechwood / Conferences and Meeting
		754.25			
C22C0114	CASBO		30.00	0153353819 5210	Plant Maintenance DC / Conferences and Meetings
		30.00			
C22M0283	CASBO		30.00	0153353819 5210	Plant Maintenance DC / Conferences and Meetings
		30.00			
	Fund 01 Total:	814.25			
	Total Amount of Purchase Orders:	814.25			

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 02/10/2009

FROM 12/23/2008 TO 01/19/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C40X0002	VAVRINEK TRINE DAY AND COMPANY	3,200.00	3,200.00	0168750851 5805	Van Daele Facilities / Consultants
	Fund 01 Total:	3,200.00			
	Total Amount of Purchase Orders:	3,200.00			

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES MEETING 02/10/2009

FROM 12/23/2008 TO 01/19/2009

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES MEETING 02/10/2009

FROM 12/23/2008 TO 01/19/2009

<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>
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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 02/10/2009

FROM 12/23/2008 TO 01/19/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C48X0002	VAVRINEK TRINE DAY AND COMPANY	3,700.00	3,700.00	0168150851 5805	Amerige Heights Facilities / Consultants
	Fund 01 Total:	3,700.00			
	Total Amount of Purchase Orders:	3,700.00			

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES MEETING 02/10/2009

FROM 12/23/2008 TO 01/19/2009

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS
BOARD OF TRUSTEES MEETING 02/10/2009

FROM 12/23/2008 TO 01/19/2009

<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>
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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

CONSENT ITEM

DATE: February 10, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Saldivar, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS NUMBERED 110672 THROUGH 110757 AND PROCESSED FOOD/COMMODITY PURCHASE ORDERS NUMBERED CARGILL-110009, DJ-110006, DJ-110006-A, GS-110005, AND GS-110005-A FOR THE 2008/2009 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated December 23, 2008, through January 19, 2009, contains purchase orders numbered 110672 through 110757 and food/community purchase orders numbered CARGILL-110009, DJ-110006, DJ-110006-A, GS-110005, and GS-110005-A, totaling \$558,069.36

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Rationale: Purchase orders, one of several methods, are used by school districts to purchase goods and services and are generally accepted by merchants and contractors.

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 110672 through 110757 and processed food/commodity purchase orders numbered CARGILL-110009, DJ-110006, DJ-110006-A, GS-110005, and GS-110005-A for the 2008/2009 school year.

GC:LS:dlh
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food Commodity Purchase Order Report
12-23-08 through 01-19-09

Date	Vendor	PO Number	Category	Amount
Open Purchase Orders				
Amount Not To Exceed				
NONE				
Out of Date Sequence P.O.'s				
12/15/2008	Cargill Kitchen Solutions, Inc.	CARGILL-110009	Food	705.89
Processed Food & Commodity P.O.'s				
12/31/2008	DJ Co-ops	DJ-110006	Commodity	571.05
12/31/2008	DJ Co-ops	DJ-110006-A	Commodity	8.04
12/31/2008	Gold Star Foods	GS-110005	Commodity	461.70
12/31/2008	Gold Star Foods	GS-110005-A	Commodity	119.70
Total OPEN Purchase Orders				\$ -
Total Purchase Orders Out of Date Sequence				705.89
Total Processed Food & Commodity P.O.'s				1,160.49
Total Purchase Orders from Purchase Order Summary Report				556,202.98
TOTAL PURCHASE ORDERS				\$ 558,069.36

Fullerton School District

Date 01/20/2009

Food Services

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Time 07:07

PURCHASE ORDER REPORT

PO Type: All

Purchase Date

(12/23/2008 - 01/19/2009)

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
110672	12/23/2008	ASR Food Distributors, Inc.	2,280	0	99
110673	12/23/2008	Joseph Webb Foods, Inc.	1,378	0	99
110674	12/23/2008	Gold Star Foods	144	0	99
110675	12/23/2008	Gold Star Foods	48	0	90
110676	12/23/2008	Form Plastics	2,728	0	99
110677	12/23/2008	A & R Distributors	3,656	0	99
110678	12/23/2008	A & R Distributors	85	0	99
110679	12/23/2008	P & R	661	0	99
110680	01/02/2009	Joseph Webb Foods, Inc.	790	0	99
110681	01/02/2009	A & R Distributors	83	0	99
110682	01/02/2009	P & R	162	0	99
110683	01/05/2009	Sysco Food Service Darren will deliver today	40	0	90
110684	01/05/2009	Swift Produce	952	0	90
110685	01/05/2009	Swift Produce Produce rec'd 1/2/09. Inv#507618	2,836	0	90
110686	01/05/2009	Papa John's Pizza Open PO from January 2009 thru June 2009	7,700	280	11
110687	01/05/2009	Papa John's Pizza Open PO from January 2009 thru June 2009	7,700	280	30
110688	01/05/2009	Papa John's Pizza Open PO from January 2009 thru June 2009	26,600	952	17
110689	01/05/2009	Papa John's Pizza Open PO from January 2009 thru June 2009	24,500	1,064	20
110690	01/05/2009	Papa John's Pizza Open PO from January 2009 thru June 2009	17,500	756	23
110691	01/05/2009	Papa John's Pizza Open PO from January 2009 thru June 2009	35,000	1,141	90
110692	01/05/2009	A & R Distributors Open PO from January 2009 thru June 2009	11,048	0	17
110693	01/05/2009	Hobart Service Hobart Invoice# 24320087	204	0	90
110694	01/05/2009	A & R Distributors Open PO from January 2009 thru June 2009	6,646	0	20

Fullerton School District

Date 01/20/2009

Food Services

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P U R C H A S E O R D E R R E P O R T

PO Type: All

Purchase Date

(12/23/2008 - 01/19/2009)

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
110695	01/05/2009	A & R Distributors Open PO from January 2009 thru June 2009	16,602	0	23
110696	01/05/2009	Gold Star Foods Open PO from January 2009 thru June 2009	44,360	19	90
110697	01/05/2009	P & R Open PO from January 2009 thru June 2009	49,375	0	99
110698	01/05/2009	Ecolab, Inc, Inv#7878813	302	0	90
110699	01/06/2009	Swift Produce Produce rec'd 1/6/09. Inv#507730	533	0	90
110700	01/06/2009	ASR Food Distributors, Inc. PO#681598	123	0	90
110701	01/07/2009	Driftwood Dairy Dairy purchases for January, 2009	975	0	10
110702	01/07/2009	Driftwood Dairy Dairy purchases for January, 2009	1,598	0	11
110703	01/07/2009	Driftwood Dairy Dairy purchases for January, 2009	2,433	371	12
110704	01/07/2009	Driftwood Dairy Dairy purchases for January, 2009	1,154	184	13
110705	01/07/2009	Driftwood Dairy Dairy purchases for January, 2009	1,385	163	15
110706	01/07/2009	Driftwood Dairy Dairy purchases for January, 2009	1,366	0	16
110707	01/07/2009	Driftwood Dairy Dairy purchases for January, 2009	2,557	269	17
110708	01/07/2009	Driftwood Dairy Dairy purchases for January, 2009	912	0	18
110709	01/07/2009	Driftwood Dairy Dairy purchases for January, 2009	3,186	420	19
110710	01/07/2009	Driftwood Dairy Dairy purchases for January, 2009	4,221	693	20
110711	01/07/2009	Driftwood Dairy Dairy purchases for January, 2009	4,340	560	21
110712	01/07/2009	Driftwood Dairy Dairy purchases for January, 2009	3,416	497	22
110713	01/07/2009	Driftwood Dairy Dairy purchases for January, 2009	1,217	0	23
110714	01/07/2009	Driftwood Dairy Dairy purchases for January, 2009	2,426	336	24
110715	01/07/2009	Driftwood Dairy Dairy purchases for January, 2009	5,317	718	25
110716	01/07/2009	Driftwood Dairy Dairy purchases for January, 2009	827	0	26
110717	01/07/2009	Driftwood Dairy Dairy purchases for January, 2009	1,409	247	27

Date 01/20/2009
Time 07:07

Fullerton School District
Food Services
PURCHASE ORDER REPORT
PO Type: All
Purchase Date
(12/23/2008 - 01/19/2009)

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
110718	01/07/2009	Driftwood Dairy Dairy purchases for January, 2009	4,144	581	28
110719	01/07/2009	Driftwood Dairy Dairy purchases for January, 2009	3,165	435	29
110720	01/07/2009	Driftwood Dairy Dairy purchases for January, 2009	2,061	326	30
110721	01/07/2009	Driftwood Dairy Dairy purchases for January, 2009	2,951	1,588	90
110722	01/07/2009	Swift Produce Produce rec'd 1/7/09. Inv#507802	478	0	90
110723	01/08/2009	Swift Produce Produce rec'd 1/8/09. Inv#507830	383	0	90
110724	01/08/2009	Coca Cola Co. Purchases for Dec. 2008	287	0	90
110725	01/08/2009	Gold Star Foods	3,647	0	99
110726	01/08/2009	A & R Distributors	321	0	99
110727	01/09/2009	Swift Produce Produce rec'd 1/9/09. Inv#507945	1,127	0	90
110728	01/09/2009	Coca Cola Co. Purchases for Dec. 2008	177	0	20
110729	01/09/2009	Coca Cola Co. Purchases for Dec. 2008	1,370	977	17
110730	01/09/2009	Coca Cola Co. Purchases for Dec. 2008	1,377	891	23
110731	01/09/2009	ASR Food Distributors, Inc. Inv#682394	98	0	90
110732	01/12/2009	Crown Lift Trucks	450	0	90
110733	01/12/2009	Swift Produce Produce rec'd 1/12/09. Inv#508000,507882,508019	1,368	747	90
110734	01/13/2009	Gold Star Foods	1,086	0	99
110735	01/13/2009	Gold Star Foods	1,351	0	99
110736	01/13/2009	P & R	102	0	99
110737	01/13/2009	ASR Food Distributors, Inc.	813	0	99
110738	01/13/2009	Joseph Webb Foods, Inc.	129	0	99
110739	01/13/2009	Petty Cash Petty Cash Fund Replenishment	239	0	90
110740	01/13/2009	Costco Wholesale Costco Wholesale Membership Renewal	130	0	90

Date 01/20/2009
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Fullerton School District
Food Services
P U R C H A S E O R D E R R E P O R T
PO Type: All
Purchase Date
(12/23/2008 - 01/19/2009)

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
110741	01/13/2009	Swift Produce Produce rec'd 1/13/09. Inv#508092	341	0	90
110742	01/13/2009	State Board of Equaliz Sales Tax for Oct, Nov and December 2008	554	0	90
110743	01/14/2009	Swift Produce Produce rec'd 1/14/08. Inv#508136, 508186	347	190	90
110744	01/14/2009	Supply Master	808	213	90
110745	01/14/2009	P & R	315	0	99
110746	01/14/2009	A & R Distributors	1,316	0	99
110747	01/14/2009	ASR Food Distributors, Inc.	1,536	0	99
110748	01/14/2009	ASR Food Distributors, Inc.	1,490	0	99
110749	01/14/2009	Joseph Webb Foods, Inc.	1,444	0	99
110750	01/14/2009	Ramco Refrigeration	2,613	0	90
110751	01/14/2009	ASR Food Distributors, Inc.	1,049	0	90
110752	01/15/2009	Swift Produce Produce rec'd 1/15/09. Inv#508235	228	0	90
110753	12/31/2008	Fullerton School District Actual 5B & 6A Payroll and December Dist. Expenses	211,055	0	90
110754	01/16/2009	Swift Produce Produce rec'd 1/16/09. Inv#508334	334	0	90
110755	01/16/2009	ASR Food Distributors, Inc. Inv#683559	49	0	90
110756	01/16/2009	P & R	222	0	99
110757	01/16/2009	ASR Food Distributors, Inc.	2,469	0	99

Fullerton School District

Food Services

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Date 01/20/2009

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PURCHASE ORDER SUMMARY
(12/23/2008 - 01/19/2009)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
A & R Distributors	110677	12/23/2008		3,655.68	0.00	0.00	3,655.68
	110678	12/23/2008		84.80	0.00	0.00	84.80
	110681	01/02/2009		83.45	0.00	0.00	83.45
	110692	01/05/2009		11,048.40	0.00	0.00	11,048.40
	110694	01/05/2009		6,646.15	0.00	0.00	6,646.15
	110695	01/05/2009		16,601.75	0.00	0.00	16,601.75
	110726	01/08/2009		321.39	0.00	0.00	321.39
	110746	01/14/2009		1,316.25	0.00	0.00	1,316.25
			0.00	39,757.87	0.00	0.00	39,757.87
ASR Food Distributors, Inc.	110672	12/23/2008		2,280.00	0.00	0.00	2,280.00
	110700	01/06/2009		0.00	0.00	122.50	122.50
	110731	01/09/2009		0.00	0.00	98.00	98.00
	110737	01/13/2009		813.06	0.00	0.00	813.06
	110747	01/14/2009		1,536.32	0.00	0.00	1,536.32
	110748	01/14/2009		0.00	0.00	1,489.50	1,489.50
	110751	01/14/2009		1,048.95	0.00	0.00	1,048.95
	110755	01/16/2009		0.00	0.00	49.00	49.00
110757	01/16/2009		2,469.20	0.00	0.00	2,469.20	
			0.00	8,147.53	0.00	1,759.00	9,906.53
Coca Cola Co.	110724	01/08/2009		287.30	0.00	0.00	287.30
	110728	01/09/2009		177.20	0.00	0.00	177.20
	110729	01/09/2009		1,369.50	0.00	0.00	1,369.50
	110730	01/09/2009		1,377.05	0.00	0.00	1,377.05
			0.00	3,211.05	0.00	0.00	3,211.05
Costco Wholesale	110740	01/13/2009		0.00	0.00	130.00	130.00
				0.00	0.00	130.00	130.00
Crown Lift Trucks	110732	01/12/2009		0.00	450.00	0.00	450.00
				0.00	450.00	0.00	450.00
Driftwood Dairy	110701	01/07/2009		0.00	0.00	974.70	974.70
	110702	01/07/2009		0.00	0.00	1,597.86	1,597.86
	110703	01/07/2009		0.00	0.00	2,433.06	2,433.06
	110704	01/07/2009		0.00	0.00	1,153.75	1,153.75
	110705	01/07/2009		0.00	0.00	1,384.85	1,384.85
	110706	01/07/2009		0.00	0.00	1,366.14	1,366.14
	110707	01/07/2009		0.00	0.00	2,557.16	2,557.16
	110708	01/07/2009		0.00	0.00	911.92	911.92

* Totals Are Rounded

Fullerton School District

Food Services

Date 01/20/2009

Time 07:13

PURCHASE ORDER SUMMARY
(12/23/2008 - 01/19/2009)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total	
Driftwood Dairy	110709	01/07/2009	0.00	0.00	0.00	3,186.36	3,186.36	
	110710	01/07/2009	0.00	0.00	0.00	4,221.04	4,221.04	
	110711	01/07/2009	0.00	0.00	0.00	4,340.14	4,340.14	
	110712	01/07/2009	0.00	0.00	0.00	3,415.74	3,415.74	
	110713	01/07/2009	0.00	0.00	0.00	1,216.79	1,216.79	
	110714	01/07/2009	0.00	0.00	0.00	2,426.26	2,426.26	
	110715	01/07/2009	0.00	0.00	0.00	5,316.56	5,316.56	
	110716	01/07/2009	0.00	0.00	0.00	827.49	827.49	
	110717	01/07/2009	0.00	0.00	0.00	1,408.64	1,408.64	
	110718	01/07/2009	0.00	0.00	0.00	4,144.13	4,144.13	
	110719	01/07/2009	0.00	0.00	0.00	3,164.78	3,164.78	
	110720	01/07/2009	0.00	0.00	0.00	2,061.16	2,061.16	
	110721	01/07/2009	0.00	858.60	0.00	2,091.94	2,950.54	
				0.00	858.60	0.00	50,200.45	51,059.05
	Ecolab, Inc,	110698	01/05/2009	0.00	0.00	0.00	302.42	302.42
			0.00	0.00	0.00	302.42	302.42	
Form Plastics	110676	12/23/2008	0.00	0.00	2,727.60	0.00	2,727.60	
			0.00	0.00	2,727.60	0.00	2,727.60	
Fullerton School District	110753	12/31/2008	0.00	0.00	0.00	211,055.09	211,055.09	
			0.00	0.00	0.00	211,055.09	211,055.09	
Gold Star Foods	110674	12/23/2008	0.00	144.30	0.00	0.00	144.30	
	110675	12/23/2008	0.00	48.12	0.00	0.00	48.12	
	110696	01/05/2009	0.00	1,049.50	0.00	43,310.35	44,359.85	
	110725	01/08/2009	0.00	3,647.16	0.00	0.00	3,647.16	
	110734	01/13/2009	0.00	1,085.85	0.00	0.00	1,085.85	
	110735	01/13/2009	0.00	1,351.30	0.00	0.00	1,351.30	
			0.00	7,326.23	0.00	43,310.35	50,636.58	
Hobart Service	110693	01/05/2009	0.00	0.00	0.00	204.11	204.11	
			0.00	0.00	0.00	204.11	204.11	
Joseph Webb Foods, Inc.	110673	12/23/2008	0.00	1,378.05	0.00	0.00	1,378.05	
	110680	01/02/2009	0.00	789.88	0.00	0.00	789.88	
	110738	01/13/2009	0.00	128.80	0.00	0.00	128.80	
	110749	01/14/2009	0.00	1,443.60	0.00	0.00	1,443.60	
			0.00	3,740.33	0.00	0.00	3,740.33	

* Totals Are Rounded

Fullerton School District

Date 01/20/2009

Food Services

Page 3

Time 07:13

PURCHASE ORDER SUMMARY

(12/23/2008 - 01/19/2009)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
P & R	110679	12/23/2008		0.00	0.00	661.25	661.25
	110682	01/02/2009		0.00	0.00	161.88	161.88
	110697	01/05/2009		0.00	0.00	49,375.00	49,375.00
	110736	01/13/2009		0.00	0.00	102.40	102.40
	110745	01/14/2009		0.00	0.00	314.73	314.73
	110756	01/16/2009		0.00	0.00	222.39	222.39
				0.00	0.00	50,837.65	50,837.65
Papa John's Pizza	110686	01/05/2009		0.00	7,700.00	0.00	7,700.00
	110687	01/05/2009		0.00	7,700.00	0.00	7,700.00
	110688	01/05/2009		0.00	26,600.00	0.00	26,600.00
	110689	01/05/2009		0.00	24,500.00	0.00	24,500.00
	110690	01/05/2009		0.00	17,500.00	0.00	17,500.00
	110691	01/05/2009		0.00	35,000.00	0.00	35,000.00
				0.00	119,000.00	0.00	119,000.00
Petty Cash	110739	01/13/2009		0.00	72.86	0.00	239.37
				0.00	72.86	0.00	239.37
Ramco Refrigeration	110750	01/14/2009		0.00	0.00	2,612.67	2,612.67
				0.00	0.00	2,612.67	2,612.67
State Board of Equaliz	110742	01/13/2009		0.00	0.00	0.00	554.32
				0.00	0.00	0.00	554.32
Supply Master	110744	01/14/2009		0.00	0.00	0.00	807.70
				0.00	0.00	0.00	807.70
Swift Produce	110684	01/05/2009		0.00	0.00	0.00	952.41
	110685	01/05/2009		0.00	56.85	0.00	2,836.08
	110699	01/06/2009		0.00	0.00	0.00	533.06
	110722	01/07/2009		0.00	0.00	0.00	477.55
	110723	01/08/2009		0.00	0.00	0.00	383.10
	110727	01/09/2009		0.00	0.00	0.00	1,127.37
	110733	01/12/2009		0.00	454.80	0.00	1,367.85
	110741	01/13/2009		0.00	0.00	0.00	341.49
	110743	01/14/2009		0.00	189.50	0.00	346.86
	110752	01/15/2009		0.00	0.00	0.00	227.71
	110754	01/16/2009		0.00	0.00	0.00	334.25
				0.00	701.15	0.00	8,927.73

* Totals Are Rounded

Fullerton School District

Food Services

Date 01/20/2009

Time 07:13

PURCHASE ORDER SUMMARY
(12/23/2008 - 01/19/2009)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Sysco Food Service	110683	01/05/2009		0.00	0.00	42.90	42.90
				0.00	0.00	42.90	42.90
				0.00	182,815.62	56,670.82	316,716.55
							556,202.98

* Totals Are Rounded

CONSENT ITEM

DATE: February 10, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Suwen Su, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 67846 THROUGH 68105 FOR THE 2008/2009 SCHOOL YEAR IN THE AMOUNT OF \$713,611.10

Background: Board approval is requested for warrants numbered 67846 through 68105 for the 2008/2009 school year. The total amount presented for approval is \$713,611.10.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Fund	Amount
01 General Fund	\$584,937.71
12 Child Development	3,201.05
14 Deferred Maintenance	58,504.91
21 Building Fund	20,330.00
23 G.O. Bond 2002B	0.00
25 Capital Facilities	0.00
40 Special Reserve	9,000.00
68 Workers' Compensation	35,533.05
81 Property/Liability Insurance	2,104.38
Total	\$713,611.10

Rationale: Warrants are issued by school districts as payments for goods and services.

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 67846 through 68105 for the 2008/2009 school year in the amount of \$713,611.10.

GC:SS:sf

CONSENT ITEM

DATE: February 10, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Saldivar, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 6750 THROUGH 6785 FOR THE 2008/2009 SCHOOL YEAR TOTALLING \$87,518.80**

Background: Board approval is requested for Nutrition Services warrants numbered 6750 through 6785 for the 2008/2009 school year. The total amount presented for approval is \$87,518.80.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Rationale: Warrants are issued by school districts as payment for goods and services.

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services warrants numbered 6750 through 6785 for the 2008/2009 school year totaling \$87,518.80.

GC:LS:dlh

CONSENT ITEM

DATE: February 10, 2009

TO: Mitch Hovey, Ed.D., District Superintendent

FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services

PREPARED BY: Lourene Happoldt, Director, Student Support Services

SUBJECT: **APPROVE/RATIFY 2008/2009 INDEPENDENT CONTRACTOR AGREEMENT WITH ANAHEIM HILLS SPEECH AND LANGUAGE THERAPY CENTER**

Background: Under IDEA 2004, after a school district has completed its evaluation of a student and the parent disagrees with the school district's evaluation the parent has a right to an Independent Educational Evaluation (IEE). If the school district believes that an independent evaluation is not necessary, the school district may request a due process hearing before a hearing officer to dispute the parent's request for an independent evaluation and reimbursement. The independent evaluation must comply with all of the requirements that apply to school district evaluations. The District, at this time, finds it necessary to utilize the services of an independent contractor in order to remain compliant with IDEA 2004 and not pursue a due process hearing.

Current rates with this agency are as follows:

Cost of Evaluation \$250.00 per hour

Rationale: Parents may request an Independent Educational Evaluation (IEE) when they are in disagreement with a district's evaluation and the district does not choose to move forward to a due process hearing. At this time the District does not believe moving forward with a hearing is appropriate and is in agreement to fund an Independent Educational Evaluation for a second opinion.

Funding: Total cost of this contract is to be in the amount of the individual service contract, not to exceed \$1,250 from Special Services Budget 420.

Recommendation: Approve/Ratify 2008/2009 Independent Contractor Agreement with Anaheim Hills Speech and Language Therapy Center.

MLD:LH:vr
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton
School District, hereinafter referred to as "DISTRICT", and
Anaheim Hills Speech & Language Center

Name of Contractor
160 S. Old Springs Rd., Ste. 100; Anaheim Hills, CA 92808 (714) 282-8852
Mailing Address City State Zip Telephone No.
hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor:

Provides speech and language assessment and services as an independent
contractor.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on Feb. 11, 2009, and will diligently perform as required and complete performance by June 30, 2009.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed according to individual agreement Dollars (\$ _____).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: N/A

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows:
copies on site. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to

secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing Board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for: (1) death or bodily injury to person; (2)

injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

- (b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents
- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of N/A Dollars per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than (on file currently) CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage.

CONTRACTOR agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy. **[Please check with DISTRICT's Risk Manager regarding any and all insurance provisions.]**

12. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

13. Compliance With Applicable Laws. The service completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment With Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Affirmative Action Employment. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

CONTRACTOR:

Anaheim Hills Speech & Lang. Center
160 S. Old Springs Road, Ste. 100
Anaheim Hills, CA 92808

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

21. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 10th day of Feb., 2009.

Fullerton School District
(Name of District)

Anaheim Hills Speech & Lang. Center
(Contractor Name)

By: _____
Signature

By: _____
Signature

Lourene K. Happoldt, M.A.
Typed Name

Katherine M. Bowman, M.S., CCC-SLP
Typed Name

Director
Title

Clinic Director
Title

Social Security or Taxpayer
Identification Number

CONSENT ITEM

DATE: February 10, 2009

TO: Mitch Hovey, Ed.D., District Superintendent

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Ted Lai, Director, Technology and Media Services

SUBJECT: **APPROVE/RATIFY KAREN GREEN, GIGI KELLEY, AND PABLO DIAZ TO ATTEND INTERACTIVE WHITEBOARD TECHNOLOGIES WORKSHOP IN SARASOTA COUNTY PUBLIC SCHOOLS, FLORIDA ON FEBRUARY 5-6, 2009**

Background: Interactive whiteboards are an innovative technology that helps enhance teaching and learning through multimedia. Over the past two years, Fullerton School District sites have purchased and begun integrating approximately 50 Promethean ActivBoards as well as a variety of tools in the Promethean ActivClassroom. Logical Choice Technologies and Promethean are hosting the Interactive Whiteboard Technologies Workshop in Sarasota County, Florida on February 5-6, 2009. This unique opportunity will focus on classroom visits to Sarasota County Public Schools to observe and share best practices in using Promethean ActivBoards, discuss funding plans, and evaluate professional development models. The invitation to allow participation of three District educators arrived after the last Board meeting.

Rationale: With the increased interest in Promethean ActivBoards, it is essential that we build capacity and develop our exposure and knowledge of these tools. This will lead to an enhancement of teaching and learning through the innovative tools of the ActivClassroom. The information will be disseminated through a variety of means such as utilizing the Boards with teachers who have them, through monthly Promethean Users Groups, and site staff development Wednesdays. This trip to a district that has fully adopted ActivBoards, Slates (wireless interfaces), and Expressions (student response systems), is a unique opportunity provided by Logical Choice Technologies and Promethean. The Enhancing Education Through Technology (EETT) grant stipulates that 25% of this funding must be used to support staff development costs.

Funding: Logical Choice Technologies will cover travel, food, and lodging. The cost of one substitute teacher for three days and parking at the airport will be paid from EETT Formula Grant fund #225 at a cost not to exceed \$500.00.

Recommendation: Approve/Ratify Karen Green, Gigi Kelley, and Pablo Diaz to attend Interactive Whiteboard Technologies Workshop in Sarasota County Public Schools, Florida on February 5-6, 2009.

JM:TL:nm

CONSENT ITEM

DATE: February 10, 2009

TO: Mitch Hovey, Ed.D., District Superintendent

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Ted Lai, Director, Technology and Media Services

SUBJECT: **APPROVE/RATIFY FIVE-YEAR CONTRACT WITH AT&T BEGINNING JULY 1, 2009 TO PROVIDE A 50MBPS OPT-E-MAN CIRCUIT FROM FULLERTON SCHOOL DISTRICT TO ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE)**

Background: Fullerton School District contracts with AT&T for connectivity between Orange County Department of Education (OCDE) and the District. In the 2008/2009 school year, AT&T provided a 45Mbps DS3 circuit at a cost of \$1,732.25 per month. The new five-year contract would provide a 50Mbps Opt-E-Man circuit at \$1,120.00 per month. The start date of the contract will be July 1, 2009 and run for five years at the set price.

Due to deadlines for the E-Rate window, this contract needed to be signed as soon as it was received in order to stay within Federal and State compliance.

Rationale: The District Office needs to maintain Internet connectivity to the K-12 High Speed Network through OCDE. Upon Board approval of this new five-year contract, AT&T will provide more bandwidth at a decreased cost.

Funding: The monthly cost of \$1,120.00 for this connectivity is budgeted in the Technology and Media Services #409 fund.

Recommendation: Approve/Ratify five-year contract with AT&T beginning July 1, 2009 to provide a 50Mbps Opt-E-Man Circuit from Fullerton School District to Orange County Department of Education (OCDE).

JM:TL:nm
Attachment

**Pricing Schedule for AT&T ILEC Services
 Provided within AT&T's Franchise Territory
 in the State of California Pursuant to Tariff or
 Guidebook**

Master Agreement date last signed _____

CUSTOMER ("Customer")	AT&T ("AT&T")
Fullerton Elementary School District Street Address: 1401 W. Valencia Dr. City: Fullerton State: CA Zip Code: 92833 <u>Billing Address (if different)</u> Street Address: City: State: Zip Code:	SBC Global Services, Inc. d/b/a AT&T Global Services on behalf of the Service Provider(s) specifically identified herein
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary Sales Contact
Name: Sam Ricchio Title: Assistant Director of IT Telephone: 714-447-7483 Fax: Email: sam_ricchio@fsd.k12.ca.us <u>Address for Notices</u> <input checked="" type="checkbox"/> Same as Cust. Address above <input type="checkbox"/> Same as Billing Address <u>Address for Notices (if different)</u> Street Address: City: State: Zip Code:	Name: Aaron Widmann Title: Sr. Account Manager Telephone: 714-284-2731 Fax: 714-563-2470 Email: aw9895@att.com Street Address: 200 Center Street Promenade City: Anaheim State: CA Zip Code: 92805 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule ("Pricing Schedule") is an Addendum to the Master Agreement between AT&T and Customer referenced above, and is part of the parties' Agreement. The Parties acknowledge and agree that this Pricing Schedule represents individual case pricing that is offered to Customer because of the unique or specialized conditions of the AT&T business services purchased by Customer, and, where required, that this Pricing Schedule will be filed with the state public utilities commission with competent jurisdiction over the service offering provided hereunder. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate identified below as the Service Provider within its respective service area. References to "Pricing Schedule" refer to this Pricing Schedule and any attachments attached hereto, and referencing this document.

[Signature] By initialing, Customer hereby acknowledges receipt of the AT&T customer building / site preparation document for OPT-E-MAN Service, which describes the physical conditions of customer premises that must be made available before Service can be installed. Note: Customer site preparation is a major factor impacting service implementation dates.

Service Provider: Pacific Bell Telephone Company d/b/a AT&T California

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>[Signature]</i>	By:
Printed or Typed Name: Mitch Hovey, Ed. D.	Printed or Typed Name:
Title: Superintendent	Title:
Date: 1-20-09	Date:

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to the Services subscribed to by Customer under this Pricing Schedule.

1. DEFINITIONS

"**Cutover**" is when the Service is first provisioned or otherwise available for Customer's use at any single Site at the rates provided in this Pricing Schedule.

"**Effective Date**" of this Pricing Schedule is the date on which the last party signs this Pricing Schedule, unless a later date is required by regulation or law.

"**Service Component**" means an individual component of a Service provided under this Pricing Schedule.

Tariffs and Guidebooks. "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and AT&T Guidebooks may be found at URL www.att.com/servicepublications.

2. GENERAL DESCRIPTION OF SERVICE TO BE PROVISIONED, INSTALLED AND MAINTAINED.

The Service(s) described below are provided solely by the AT&T entity or entities identified above and are not jointly provided with any other carrier. Service(s) are provided pursuant to the terms and conditions set forth in the appropriate Tariff(s) and/or Guidebook. To the extent there are any inconsistencies between this Pricing Schedule and the applicable Tariff(s) and/or Guidebook, this Pricing Schedule shall take precedence.

Service	Description
OPT-E-MAN®	<p>OPT-E-MAN® Service. OPT-E-MAN® Service transparently interconnects two or more Customer locations within a Metropolitan Area Network (MAN) as if they were segments on the same LAN using packet-based switching technologies. OPT-E-MAN® Service provides dedicated bandwidth from 2 Mbps up to 1 Gbps. The handoff to Customer will be a 10/100 Mbps or 1 Gbps Ethernet interface.</p> <p>Customers may connect any two or more locations together, as long as they are in the same LATA or MAN and OPT-E-MAN® Service is available. OPT-E-MAN® Service offers logical point-to-point or point-to-multipoint or multipoint-to-multipoint configurations that support Ethernet-to-Ethernet LAN connections. If Customer connects to the OPT-E-MAN network using a bridge or switch for Layer 2 connectivity, only 50 Media Access Control (MAC) addresses can be used per Layer 2 device, per port. Any additional MAC addresses will be assigned additional charges, with a limit of 100 MAC addresses total per port as set forth in the applicable Tariff or Guidebook.</p>

3. TERM START DATE; PRICING SCHEDULE TERM; PROVISION OF SERVICES AFTER PRICING SCHEDULE TERM

Term Start Date and Pricing Schedule Term
<p>For the Service(s) offered under this Pricing Schedule, the Term Start Date shall be the later of (1) Cutover of the first Service(s) at the first Customer Site or (2) the Effective Date or (3) the date of approval of this Pricing Schedule by an appropriate regulatory body, if regulatory approval is required for this Pricing Schedule for Service(s). For the Service(s) offered under this Pricing Schedule, the term of this Pricing Schedule shall be sixty (60) months after the Term Start Date ("Pricing Schedule Term"). Rates or discounts under this Pricing Schedule shall be applied on Term Start Date. Upon the expiration of the Pricing Schedule Term, no rates or discounts provided under this Pricing Schedule will apply to the Service(s). For the Service(s) provided under this Pricing Schedule, upon expiration of the Pricing Schedule Term, Customer will have the option to either (a) cease using the Service(s) (which will require Customer to take all steps required by AT&T to terminate the Service(s)), or (b) continue using the Service(s) on a month-to-month service arrangement pursuant to the applicable Tariff or Guidebook, during which the prices in the Pricing Schedule will automatically be changed to the then-current monthly extension rates (if any) or month-to-month rate specified in the applicable Tariff or Guidebook. After expiration of the Pricing Schedule Term, AT&T may modify rates, terms and</p>

conditions applicable to the Service(s) on thirty days' notice.

This Pricing Schedule will expire when Service(s) or Service Component(s) are no longer provided under this Pricing Schedule.

New Service(s) in at least the minimum quantities specified in Section 11.2 must be ordered under this Pricing Schedule with a scheduled installation date not later than six (6) months after the Term Start Date based upon AT&T's normal installation interval.

4. ADDITIONAL SERVICES, INSTALLATION, ADDS, MOVES AND CHANGES

Unless otherwise stated herein, for all other moves and changes of any Service provided hereunder, Customer will pay the prevailing Tariff or Guidebook recurring and non-recurring charge, plus any additional cost recovery that may be assessed. If the Service or Service Component is available only under an individual case pricing, then for all moves and changes of any Service provided hereunder Customer will pay AT&T's price for such move or change, as determined by AT&T at the time of the move or change. Any additional services other than the Service(s) provided under this Pricing Schedule will be provided at the prevailing Tariff or Guidebook rates, terms and conditions unless otherwise mutually agreed in writing, and must be purchased under either a separate Pricing Schedule, or an amendment to this Pricing Schedule, signed by both Customer and AT&T.

For the Service Component(s) listed under the "Quantity New" column in Section 11.2 below, the monthly rate per USOC as provided in Section 11.2 includes the non-recurring charge (or portion thereof) to initially provision and install the new Service(s).

5. PRICING

Customer will pay the rates set forth in Section 11.2 below. The rates and charges stated in this Pricing Schedule are stabilized until the end of the Pricing Schedule Term, and apply in lieu of the corresponding rates and charges set forth in the applicable Tariff or Guidebook. No discount, promotion, credit or waiver set forth in a Tariff or Guidebook will apply unless specifically set forth herein and, when set forth herein, such discount, promotion, credit or waiver shall only be applied in the manner set forth in the applicable Tariff or Guidebook. No other discount, promotion, credit or waiver set forth in a Tariff or Guidebook will apply.

6. TAXES & OTHER CHARGES-

6.1 Other Rate Elements. Any rate elements not described herein will be subject to the applicable rates and charges outlined in the Tariff(s) or Guidebook(s).

6.2 Additional Charges and Taxes. Rates set forth in this Pricing Schedule and the Tariff(s) or Guidebook(s) are exclusive of, and Customer will pay, all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, end user access charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent Customer is required by law to withhold or deduct any applicable taxes from payments due to AT&T, Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Customer will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

7. TERMINATION BEFORE EXPIRATION OF PRICING SCHEDULE TERM (E.G., TERMINATION FOR CONVENIENCE)

If Customer terminates Service(s), in whole or in part, for any reason other than default by AT&T, or AT&T terminates for Customer's default, prior to the Cutover Date, the Customer must reimburse AT&T for all expenses incurred in processing the Order and installing the required equipment and facilities completed up to the date of termination, and termination liability as provided in this section below shall not apply.

If Customer terminates Service(s), in whole or in part, for any reason other than default by AT&T, or AT&T terminates for Customer's default, on or after the Term Start Date but before the scheduled completion of the Pricing Schedule Term or term applicable to such Service(s), Customer shall pay a termination liability of an amount equal to (a) all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates), (b) fifty percent (50%) of the recurring monthly charges rate for the terminated Service(s) as set forth in this Pricing Schedule, multiplied by the number of months remaining in the term applicable to such Service(s) at the time of termination, and (c) any unpaid applicable special construction liabilities and/or and customer premise custom fiber build liabilities.

Unless otherwise stated herein, Service(s) provided under this Pricing Schedule must remain at the location(s) at which the Service(s) are installed for the entire Pricing Schedule Term or the term applicable to such Service(s). If Customer fails to maintain the Service(s) provided under this Pricing Schedule at the locations required under the preceding sentence for any reason other than default by AT&T, Customer shall be liable for termination charges calculated in the manner specified in this Section.

B. Non-appropriations of Funding. By executing this Pricing Schedule, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Pricing Schedule Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Pricing Schedule, Customer may terminate this Pricing Schedule without liability for the termination charges set forth in Section 7 upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new Pricing Schedule to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate this Pricing Schedule. Termination of this Pricing Schedule for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates this Pricing Schedule under this Section, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination plus all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates) and any unpaid applicable special construction liabilities and/or and customer premise custom fiber build liabilities; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Pricing Schedule Term.

8. TARIFF AND REGULATORY REGULATIONS

This Pricing Schedule may be subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, this Pricing Schedule will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Services pursuant to the terms and conditions in the Tariff, Guidebook or Catalog. If approval is required and not obtained, then this Pricing Schedule will immediately terminate, and Customer shall receive a refund of any non-recurring/one-time charge paid and pre-paid amounts for Services not received.

9. SPECIAL TERMS AND CONDITIONS

- 9.1 **Confidentiality.** Customer requests that its identity be kept confidential and not be publicly disclosed in connection with any required regulatory filings by AT&T or the California Public Utilities Commission (CPUC), unless required by law.
- 9.2 **Access Right.** Customer will in a timely manner allow AT&T to access property and equipment that Customer controls as reasonably required to provide the Services, and Customer will obtain, at Customer's expense, timely access for AT&T to property that Customer does not control (other than public property) as reasonably required to provide the Services. Access rights include the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as to use ancillary equipment space within a building, as necessary for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires to provide the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

10. SERVICES AND JURISDICTION CERTIFICATION

Customer acknowledges and certifies that the total interstate traffic (including Internet traffic) on the Service(s) constitutes ten percent (10%) or less of the total traffic on the Service.

11. CUSTOMER COMMITMENT AND RATES

11.1. Customer Commitment

SERVICE QUANTITY COMMITMENT	AS SPECIFIED IN SECTION 11.2
Customer agrees to purchase the Service(s) identified in Section 11.2 in the quantities identified in Section 11.2 for the duration of the Pricing Schedule Term.	
The price includes the monthly service charge and non-recurring/one-time charges, if listed in Section 11.2. The price does not include any work related to Hazardous Materials (see the corresponding section of the Agreement). Customer is also responsible for complying with AT&T's room-ready requirements at the Demarcation point.	
If Customer does not order at least the specified quantities of each of the New Services identified in Section 11.2 below and have them installed consistent with the timeline set forth in Section 3 above, AT&T reserves the right to charge a one-time shortfall charge of 50% of the Monthly Recurring Rate for each such Service Component not installed by the end of such time period times the number of months in the Pricing Schedule Term. Customer will be billed for the shortfall charge, and payment will be due 30 days after the invoice date.	

11.2 Rates:

Service Components, Quantities, Monthly Rates:

Service	Description – Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate, each
OPT-E-MAN	OPT-E-MAN [®] Basic Connect 100M / P9FEX	1	0	\$402.50
OPT-E-MAN	CIR Speed 50 Mbps (Bronze) / R6EHB	1	0	\$717.50

12. SERVICE LOCATIONS

SERVICE CONFIGURATION for OPT-E-MAN

Customer Premises Address (street address and Common Language Location Identifier (CLLI) code)	Demarcation Point*
1401 W. Valencia Dr., Fullerton, CA ANHMCA01	Existing MPOE

*Any change in a Demarcation Point location by Customer or change in availability of Customer's existing conduit space subsequent to the execution of the Pricing Schedule may result in an additional charge by AT&T.

End of Document

Master Agreement

This Master Agreement (the "Agreement") is between SBC Global Services, Inc. dba AT&T Global Services, a Delaware corporation with offices at One AT&T Plaza, Dallas, Texas 75202, on behalf of itself and those Affiliates identified in those Addenda, Attachments, Orders, and/or SOWs that may be entered into from time to time and incorporated by reference into this Agreement (individually and collectively, "AT&T") and Fullerton Elementary School District ("Customer"), a California Government Agency, with offices at 1401 W. Valencia Dr., Fullerton, CA 92833, is effective on the date of last execution ("Effective Date"). AT&T and Customer are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

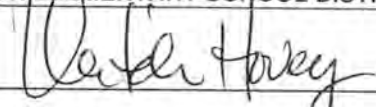
References to "Agreement" refer to this Agreement, any applicable tariff or guidebook, and the documents listed in the Addendum and Attachment List, including any Statement of Work ("SOW"). New or revised Addenda, Attachments, Orders, and/or Statements of Work must be signed by Customer and AT&T Affiliate. The following order of precedence applies to the documents comprising an Agreement: (1) any applicable guidebook and tariff(s), (2) Addenda (and related SOWs and Attachments), (3) this Agreement, and (4) Orders.

Notices from a Party concerning this Agreement must be written and delivered to the other Party at the address(es) below (i) in person, (ii) by certified mail, return receipt requested, (iii) by traceable overnight delivery, or (iv) by facsimile, electronically confirmed and followed immediately by U.S. Mail. Notice will be effective upon delivery.

To Customer: Fullerton Elementary School District
1401 W. Valencia Dr.
Fullerton, CA 92833
Fax:
Attention: Sam Ricchio

To AT&T: AT&T Sales Team – Contract Notice
200 Center Street Promenade
Anaheim, CA 92805
Fax: 714-563-2470
Attention: AT&T Account Team for Fullerton Elementary School District

SO AGREED by the Parties' respective authorized signatories:

FULLERTON ELEMENTARY SCHOOL DISTRICT	AT&T GLOBAL SERVICES
By: <u></u>	By: _____
Name: <u>Mitch Horsey, Ed. D.</u>	Name: _____
Title: <u>Superintendent</u>	Title: _____
Date: <u>1-20-09</u>	Date: _____

CONFIDENTIAL INFORMATION

This Agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.

Master Agreement Terms and Conditions

1. DEFINITIONS

- 1.1 "Affiliate" means an entity that controls, is controlled by, or is under common control with a Party.
- 1.2 "Confidential Information" means ideas, know-how, trade secrets, computer programs, technical information, and other confidential information which is disclosed by a disclosing Party to a receiving Party under this Agreement. The terms of this Agreement shall be deemed Confidential Information by the Parties.
- 1.3 "Cutover" occurs (except as otherwise described herein or in an Addendum/Attachment/SOW) (a) for a Service when the Service is first provisioned or otherwise available for Customer's use at any single Site; and/or (b) for Equipment when the Equipment is delivered to the carrier for shipment, or if installation by AT&T is provided as part of the Services, then upon AT&T's installation of the Equipment.
- 1.4 "Equipment" means equipment that AT&T sells or leases to Customer under this Agreement.
- 1.5 "Software" means computer programs and related object code licensed by AT&T to Customer, including any software licensed with or separately from Equipment.
- 1.6 "Normal Business Hours" means Monday through Friday, 8:00 a.m. to 5:00 p.m. (local time), excluding AT&T recognized holidays.
- 1.7 "Order" means any purchase order for Equipment or Services that references this Agreement (or an Addendum).
- 1.8 "Service(s)" means any or all services provided by AT&T, as further described in this Agreement or an Addendum.
- 1.9 "Site(s)" means Customer locations where AT&T is to perform Services.

2. SERVICE-SPECIFIC TERMS AND CONDITIONS

- 2.1 Limitation on Service; Applicability of Tariffs. Service is offered subject to the availability and operational limitations of the necessary systems, facilities, and equipment. Except as otherwise specified in an Addendum, regulated Services (e.g., local or long distance telephone service) are subject to applicable tariffs and/or guidebooks (generally available at www.sbc.com or from an AT&T sales representative). Customer and any Customer end-user use of Service shall at all times comply with applicable laws, regulations and any AT&T written or electronic instructions for use.
- 2.2 Payment and Billing. Customer will pay AT&T (i) the monthly fees and nonrecurring charges set forth in the applicable Addendum (or, in the case of regulated services, at the charges set forth in the applicable tariff and/or guidebook), and (ii) applicable taxes, surcharges, and recovery fees (including universal service fees), and customs and duties. Except as otherwise provided in the applicable Addendum, (i) billing commences on Cutover; (ii) payment is due within 30 days after the date of invoice; and (iii) payment is subject to AT&T's credit requirements and AT&T may require a security deposit to ensure prompt payment. Customer will advise AT&T of any billing dispute within 30 days after receipt of invoice or the invoice shall be deemed correct. In addition to recovering attorneys' fees and costs of collection, AT&T may assess a late payment fee equal to (i) the lesser of 1.5% per month or the maximum amount allowed by law for Equipment or non-regulated Services, and (ii) as prescribed by the applicable tariff or guidebook for regulated Services. If Customer pays electronically, Customer agrees to pay using Automated Clearing House (ACH) which shall include remittance information.

3. GENERAL TERMS AND CONDITIONS

- 3.1 Term and Termination. This Agreement will start on the Effective Date and remain in effect until terminated by either Party as provided herein (the "Term"). Each Addendum is coterminous with this Agreement, unless the Addendum specifies a different term. Upon expiration of the term specified, each Addendum shall remain in effect on a month-to-month basis at AT&T's then current monthly pricing. Customer, and AT&T (in the case of Services that are no longer under a term commitment), may terminate this Agreement or an Addendum without cause and for convenience upon 30 days' prior written notice. If Customer terminates an Addendum with a specified term or term commitment, Customer shall pay the termination liability (i) specified in the Addendum; or (ii) if no termination liability is specified, an amount equal to (a) 50% of the remaining monthly recurring charges due under the Addendum; and (b) any charges imposed on AT&T by any third party as a result of Customer's early termination. Customer may cancel an Order for Equipment prior to Cutover, subject to payment of any non-recoverable restocking fees or costs incurred by AT&T. Customer may not cancel an Order for Equipment after Cutover.
- 3.2 Termination for Breach. This Agreement (or applicable Addendum) may be terminated immediately by either Party or AT&T may suspend performance hereunder or thereunder, upon written notice to the other Party if the other Party (i) is in material breach (including but not limited to failure to make timely undisputed payments) and such failure or breach is not remedied within 30 days after the terminating Party provides written notice to the breaching Party specifically describing such breach; (ii) ceases to carry on business as a going concern, becomes the object of voluntary or involuntary bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets; (iii)

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Master Agreement Terms and Conditions

- engages in fraud, criminal conduct, or willful misconduct; or (iv) breaches the confidentiality obligations under this Agreement.
- 3.3 **Force Majeure.** Except in the case of payment of amounts due, neither Party will be liable to the other Party for any failure of performance due to any cause beyond that Party's reasonable control, including acts of God, fire, explosion, vandalism, terrorism, cable cut, storm, or other similar occurrence, any law, order, regulation, direction, action, or request by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, or delays, or preemption of existing Service to restore Service in compliance with the regulatory rules and regulations, or, in the case of AT&T, delays caused by Customer or Customer's service or equipment vendors.
- 3.4 **Assignment.** Neither this Agreement (including any Addendum) nor any interest therein may be assigned, sublet, or in any manner transferred by Customer without the prior written consent of AT&T. Any attempted assignment or transfer in contravention of the preceding sentence will be void. AT&T may assign or subcontract any portion of the Services to be performed without Customer's prior written approval.
- 3.5 **Use of Confidential Information.** During the Term, each Party may obtain Confidential Information from the other Party. Written or other tangible Confidential Information must at the time of disclosure be identified and labeled as Confidential Information belonging to the disclosing Party. When disclosed orally or visually, Confidential Information must be identified as confidential at the time of the disclosure, with subsequent confirmation in writing within 15 days after disclosure. Neither Party may during the Term and for 3 years thereafter disclose any of the other Party's Confidential Information to any third party. Neither Party may use the other Party's Confidential Information except to perform its duties under this Agreement. The Confidential Information restrictions will not apply to Confidential Information that is (i) already known to the receiving Party, (ii) becomes publicly available through no wrongful act of the receiving Party, (iii) independently developed by the receiving Party without benefit of the disclosing Party's Confidential Information, or (iv) disclosed by the disclosing Party to a third party without an obligation of confidentiality. Upon termination of this Agreement or an applicable Addendum, each Party will return the other Party's Confidential Information.
- 3.6 **Customer Information; Access and Safe Working Environment.** AT&T may rely on any information provided by Customer and assumes no liability for any damages or costs that result from errors or omissions in such information. Customer shall provide AT&T with timely access to Customer information, facilities or equipment as AT&T reasonably requires to provide the Services and keep AT&T informed on developments in Customer's business or operations that may impact Service. AT&T may share Customer information and Confidential Information (including billing and usage information for Services purchased) with AT&T Affiliates and inform Customer of other AT&T product/service offerings. Customer shall maintain the Site in a suitable and safe working environment, free of Hazardous Materials. Customer represents and warrants that the area of the Site where AT&T performs Services is free of Hazardous Materials. AT&T does not handle, remove or dispose of, nor does AT&T accept any liability for, any Hazardous Materials at the Site. Customer shall pay AT&T for any damages, costs, fines or penalties AT&T incurs as result of the presence or release of such Hazardous Materials. If AT&T encounters any such Hazardous Materials, AT&T may terminate this Agreement or suspend performance until Customer removes and cleans up at its expense Hazardous Materials in accordance with this Agreement and applicable law. For purposes hereof, "Hazardous Materials" means any substance whose use, transport, storage, handling, disposal, or release is regulated to any law related to pollution, protection of air, water, or soil, or health and safety.
- 3.7 **Publicity.** During the Term, AT&T may refer to Customer, orally and in writing, as a customer of AT&T and may publish a press release announcing in general terms that AT&T and Customer have entered into this Agreement and AT&T may in general terms describe the activities contemplated hereunder. Any other reference to one Party by the other Party requires written consent of the first Party.
- 3.8 **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES RELATED TO LOST PROFITS, TOLL FRAUD, LOSS OF USE, AND LOSS OF DATA, OR FAILURE TO REALIZE SAVINGS OR BENEFITS) ARISING UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS. EXCEPT AS OTHERWISE PROVIDED IN ANY APPLICABLE TARIFF OR GUIDEBOOK, THE TOTAL AGGREGATE LIABILITY OF AT&T, ITS SUPPLIERS, LICENSORS, AFFILIATES, DIRECTORS, OFFICERS, AND/OR EMPLOYEES UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED AMOUNTS ACTUALLY PAID BY CUSTOMER DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CIRCUMSTANCES GIVING RISE TO THE FIRST CLAIM FOR DAMAGES UNDER THIS AGREEMENT.

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Master Agreement Terms and Conditions

- 3.9 Warranties; Disclaimer of Other Warranties. With respect to maintenance or professional Services, AT&T warrants that the Services will be performed in a professional and workmanlike manner. AT&T further warrants that it has good title to the Equipment and that the Equipment will perform in accordance with the manufacturer's published specifications during the warranty period set forth by such manufacturer and AT&T will use commercially reasonable efforts to subrogate any AT&T claims or rights against the Equipment manufacturer to Customer. AT&T makes no warranties and assumes no liability for any defects or nonconformities caused by non-AT&T approved modifications or alterations; misuse, accident or neglect; or Customer failure to comply with AT&T or AT&T vendor specifications or requirements for use. These warranties do not cover and AT&T has no responsibility for (a) installation, maintenance or operation of non-AT&T provided equipment or software or impairment caused by such equipment/software; (b) compatibility of such equipment/software with AT&T-provided Equipment or Software; or (c) modifications, alterations or repairs to Equipment or Software by persons other than AT&T or its authorized agents. EXCEPT FOR THE FOREGOING, OR AS EXPRESSLY SET FORTH IN AN ADDENDUM, AT&T MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES RELATED TO THE MATERIALS, SERVICE, EQUIPMENT OR SOFTWARE, ALL OF WHICH ARE PROVIDED "AS IS" TO THE FULL EXTENT PERMITTED BY LAW.
- 3.10 Indemnities. Customer will indemnify and defend AT&T, its directors, officers, employees, agents and their successors ("Agents") from and against any and all third party claims and related loss, liability, damage and expense, including attorneys' fees, (collectively "Damages") arising from improper use of Services or information or any content or data transmitted over any AT&T network or facilities.
- 3.11 Equipment. To the extent that Customer purchases Equipment under an Addendum/Attachment/SOW, the following additional terms apply: AT&T will deliver the Equipment FOB shipping point, freight prepaid and charged. Title to the Equipment and all risk of loss to the Equipment shall pass to Customer at Cutover. Upon Cutover, AT&T hereby grants to Customer a personal, nontransferable, non-exclusive license to use the Software on or with the corresponding Equipment and AT&T (or its licensors) shall retain and continue to own all right, title and interest in any Software and all copies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and all other items reasonably required to perform installation and other Services related to the Equipment and obtain any necessary licenses, permits and consents to do so. Customer has 30 days after Cutover to test the Equipment and provide AT&T with written notice if the Equipment is defective and does not conform to manufacturer's specifications. AT&T will repair or replace (at its option and expense) any such non-conformity and if the Equipment fails to conform after a reasonable number of attempts to do so, AT&T will (at its option and expense) provide replacement Equipment or refund payments for non-conforming Equipment. AT&T is not responsible for and shall have no liability for, or any impairment caused by (a) any non-conformity caused by improper use or environmental or electrical conditions or attachment of non-AT&T or manufacturer materials or devices; or (b) installation, operation or maintenance of non-AT&T hardware/software. Customer is responsible for ensuring that such non-AT&T hardware/software is compatible with the Services, Equipment or Software. If Customer does not deliver a written certificate of acceptance or written notice of non-conformity within 30 days after Cutover, the Equipment shall be deemed accepted.
- 3.12 Miscellaneous. This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior agreements, representations, and understandings relating to the subject matter hereof. No modifications or subsequent agreements concerning the subject matter of this Agreement will be effective unless made in writing and signed by the Parties. The parties agree that this transaction may be conducted by electronic means. AT&T shall not be bound by any electronic or pre-printed terms additional to, or different from, those in this Agreement that may appear in Customer's form documents, orders, acknowledgments or other communications. Customer shall not resell any Services without AT&T's written consent. Any legal action arising under this Agreement must commence within 2 years after the cause of action arises. AT&T, its employees, agents, and representatives are not employees, servants, partners, or joint venturers of or with Customer. AT&T is an independent contractor and will at all times direct, control, and supervise all of its employees. This Agreement will be governed by the laws of Texas, without regard to its conflicts of law rules. The Parties specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. If any provision of this Agreement is determined to be invalid or unenforceable, this Agreement will be construed as if it did not contain such provision. The failure of a Party to insist upon strict performance of any provision of this Agreement in any one or more instances will not be construed as a waiver or relinquishment of such provision and the same will remain in full force and effect.

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Addendum and Attachment List

This Addendum and Attachment List to the Master Agreement (the "List") between AT&T and Customer, current as of the Effective Date, is incorporated into the Agreement by this reference. All Addenda and Attachments shall be attached to the Agreement.

Attachment No. 1	Pricing Schedule for AT&T ILEC Services Provided Within AT&T's Franchise Territory in the State of California Pursuant to Tariff or Guidebook
Attachment No. 2	E-Rate Rider

This List may be amended from time to time in writing and signed by the Parties.

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E-rate Rider

ATTACHMENT TO PRICING SCHEDULE FOR AT&T ILEC SERVICES PROVIDED WITHIN AT&T'S FRANCHISE TERRITORY IN THE STATE OF CALIFORNIA PURSUANT TO TARIFF OR GUIDEBOOK ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

This Attachment ("Attachment"), entered into by AT&T ("AT&T") and Fullerton Elementary School District ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer has represented that it intends to seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from AT&T of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of AT&T's failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

CONFIDENTIAL INFORMATION

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E-rate Rider

6. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

Customer Must Choose A or B

A.) [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. Scope: Customer desires that Services commence on or about insert date. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

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E-rate Rider

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Application Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to AT&T complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN") being submitted on that Form 472. AT&T cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form 472, AT&T will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

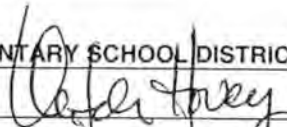
Service Provider Invoice form - ("SPI") – Form 474:

After AT&T has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, AT&T will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

FULLERTON ELEMENTARY SCHOOL DISTRICT	AT&T ("AT&T")
Customer Signature: 	AT&T Signature:
Print Name: Mitch Hovey, Ed. D.	Print Name:
Title: Superintendent	Title:
Date: 1-20-09	Date:

CONFIDENTIAL INFORMATION

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CONSENT ITEM

DATE: February 10, 2009

TO: Mitch Hovey, Ed.D., District Superintendent

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Ted Lai, Director, Technology and Media Services

SUBJECT: **APPROVE 2009/2010 INTRANET NETWORK SUPPORT SERVICES AGREEMENT FOR WEB FILTERING WITH THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS/ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE)**

Background: Fullerton School District contracts with Orange County Department of Education (OCDE) for Web filtering and data circuit network management. These annual fees cover the costs of the 8e6 Web filtering service as well as the termination point for the District's participation in the service.

Rationale: The District takes advantage of the consortium pricing for Web filtering through OCDE. By utilizing the 8e6 Web filter, District staff and students are shielded from a high percentage of inappropriate content that can be found on the Web.

Funding: The cost for this service is budgeted in the Technology and Media Services #409 fund at a cost not to exceed \$6,600.00.

Recommendation: Approve 2009/2010 Intranet Network Support Services Agreement for Web filtering with the Orange County Superintendent of Schools/Orange County Department of Education (OCDE).

JM:TL:nm
Attachment

2 2009-2010
3 INTRANET NETWORK SUPPORT SERVICES AGREEMENT
4 FULLERTON SCHOOL DISTRICT

5 This Intranet Network Support Services Agreement is hereby
6 entered into this 16th day of December, 2008, by and between the
7 Orange County Superintendent of Schools, 200 Kalmus Drive, Costa
8 Mesa, California 92626, hereinafter referred to as SUPERINTENDENT,
9 and Fullerton School District, 1401 West Valencia Drive, Fullerton,
10 California 92833, hereinafter referred to as DISTRICT.
11 SUPERINTENDENT and DISTRICT shall be collectively referred to as the
12 Parties.

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

15 1.0 BASIS OF AGREEMENT. Provide Intranet data connectivity
16 services and support to school districts within Orange County in
17 accordance with the terms and conditions set forth in this
18 AGREEMENT.

19 2.0 INTRANET SERVICES. SUPERINTENDENT agrees to provide
20 DISTRICT access to and application of Intranet services via the
21 SUPERINTENDENT'S Intranet Network which is a telecommunications
22 network utilized by the SUPERINTENDENT. Intranet services shall
23 include access to the following:

- 24 1. BiTech Financial System (Separate contract required)
- 25 2. Payroll Services
3. Time and Attendance
4. Imaging

1 3.0 TERM. This AGREEMENT shall be in full force and effect for
2 a period of one (1) year commencing July 1, 2009, and ending on June
3 30, 2010.

4 4.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services
5 rendered pursuant to Section 2.0 of this AGREEMENT a total amount
6 not to exceed Six thousand six hundred dollars (\$6,600.00). The
7 charges are based on the actual expenses incurred by SUPERINTENDENT
8 in supporting the connectivity between DISTRICT and SUPERINTENDENT
9 through the telephone companies, Internet service providers, and
10 vendors providing equipment, lines and services. The amounts listed
11 below are estimated charges to the SUPERINTENDENT for the 2009-2010
12 fiscal year and are based on the type, level, and number of services
13 provided to DISTRICT. DISTRICT shall be notified in writing of any

14 increase in charges incurred by SUPERINTENDENT in supporting the
15 network that result from rate changes from any one of the providers
16 referenced above which shall be payable by the DISTRICT. In
17 addition, SUPERINTENDENT shall provide DISTRICT written notice of
18 the annual fees due for the renewal period at least ninety (90) days
19 prior to the end of the then current term. DISTRICT agrees to pay
20 SUPERINTENDENT the actual charges within thirty (30) days upon
21 receipt of an itemized invoice in triplicate from SUPERINTENDENT.

22 Charges shall be as follows:

23 ////

24 ////

25 ////

ITEM#	COST	DESCRIPTION OF SERVICE/SUPPORT
<u>ANNUAL FEES</u>		
1.	\$ <u>5,850.00</u>	Webfiltering licenses.
2.	\$ <u>750.00</u>	Annual data circuit network management.
3.	\$ <u>0.00</u>	Annual maintenance of Cisco router and TSU/DSU (dedicated high speed modem). Includes replacement.
4.	\$ <u>0.00</u>	Annual data circuit charges for lines between DISTRICT and SUPERINTENDENT. Cost is based on type, capacity, and tariff rates charged by the telephone company.
5.	\$ <u>0.00</u>	Email archiving/storage per terabyte.
6.	\$ <u>0.00</u>	Email archiving/administration per terabyte.

TOTAL FEES: \$6,600.00

5.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing technical support and assistance on the Intranet connectivity (i.e. TSU/DSU, router, and data circuit) between the DISTRICT and SUPERINTENDENT, provided however, that the availability or performance of this technical support service shall not be construed as altering or affecting SUPERINTENDENT'S obligations as set forth in this AGREEMENT. SUPERINTENDENT'S technical support via telephone shall be provided to DISTRICT without charge Monday through Friday from 8:00 A.M. - 5:00 P.M., excluding SUPERINTENDENT'S holidays.

6.0 TRAINING. SUPERINTENDENT will provide, at no additional charge, such assistance and advice, if requested, as may be necessary to assist DISTRICT personnel in the use and operation of the equipment installed by SUPERINTENDENT to enable DISTRICT to make

1 optimum use of the network services Monday through Friday from 8:00
2 A.M. - 5:00 P.M. excluding SUPERINTENDENT'S holidays.

3 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times
4 shall be an independent contractor and shall be wholly responsible
5 for the manner in which the services required by the terms of this
6 AGREEMENT are performed. Nothing herein contained shall be
7 construed as creating the relationship of employer and employee, or
8 principal and agent, between SUPERINTENDENT and DISTRICT.
9 SUPERINTENDENT assumes the responsibility for the acts of its
10 employees or agents as they relate to the services to be provided.
11 SUPERINTENDENT, its officers, agents, and employees, shall not be
12 entitled to any rights, and/or privileges of DISTRICT'S employees
13 and shall not be considered in any manner to be DISTRICT'S
14 employees.

15 8.0 HOLD HARMLESS.

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

23 B. DISTRICT hereby agrees to indemnify, defend, and hold
24 harmless SUPERINTENDENT, the Orange County Board of Education, and
25 its officers, agents, and employees from every claim or demand and
every liability, loss, damage, or expense of any nature whatsoever

1 which may be incurred by reason of any negligent acts or omissions
2 of employees, agents or officers of DISTRICT during the period of
3 this AGREEMENT.

4 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
5 they will not engage in unlawful discrimination of persons because
6 of race, color, religious creed, national origin, ancestry, physical
7 handicap, medical condition, marital status, or sex of such persons.

8 10.0 APPLICABLE LAW. The services completed herein must meet the
9 approval of the DISTRICT'S general right of inspection to secure the
10 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree
11 to comply with all federal, state and local laws, rules, regulations
12 and ordinances that are now or may in the future become applicable
13 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel
14 engaged in operations covered by this AGREEMENT or occurring out of
15 the performance of such operations.

16 11.0 ASSIGNMENT. Neither party shall subcontract or assign this
17 AGREEMENT or the performance of any of the services set forth in
18 this AGREEMENT without prior written approval of the non-assigning
19 party.

20 12.0 TERMINATION. This AGREEMENT may be terminated by
21 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of
22 sixty (60) days prior written notice to the other party.

23 13.0 TOBACCO USE POLICY. In the interest of public health, the
24 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
25 use of any tobacco products are prohibited in buildings and
vehicles, and on any property owned, leased or contracted for by the

1 SUPERINTENDENT. Failure to abide with conditions of this policy
2 could result in the termination of this AGREEMENT.

3 14.0 NOTICES. All notices or demands to be given under this
4 AGREEMENT by either party to the other shall be in writing and given
5 either by: i) Personal service, or ii) U.S. Mail, mailed either by
6 registered or certified mail, return receipt requested, with postage
7 prepaid. Service shall be considered given when received if
8 personally served or, if mailed, on the third (3rd) day after
9 deposit in any U.S. Post Office. The address to which notices or
10 demands may be given by either party may be changed by written
11 notice given in accordance with the notice provisions of this
12 section. As of the date of this AGREEMENT the addresses of the
13 parties are as follows:

14 DISTRICT: Fullerton School District
15 1401 West Valencia Drive
Fullerton, California 92833

16 SUPERINTENDENT: Orange County Superintendent of Schools
17 200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

18 15.0 SEVERABILITY. If any term, condition or provision of this
19 AGREEMENT is held by a court of competent jurisdiction to be
20 invalid, void, or unenforceable, the remaining provisions will
21 nevertheless continue in full force and effect and shall not be
22 affected, impaired or invalidated in any way.

23 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
24 shall be governed by the laws of the State of California, with venue
25 in Orange County, California.

1 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
2 attached hereto constitute the entire AGREEMENT between
3 SUPERINTENDENT and DISTRICT regarding the services and any agreement
4 made shall be ineffective to modify this AGREEMENT in whole or in
5 part unless such agreement is embodied in an Amendment to this
6 AGREEMENT which has been signed by both Parties. This AGREEMENT
7 supersedes all prior negotiations, understandings, representations
8 and agreements.

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

11 DISTRICT: FULLERTON SCHOOL DISTRICT
12 BY: _____
13 Authorized Signature

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS
12 BY: Patricia McCaughey
13 Authorized Signature

14 PRINT NAME: _____
15 TITLE: _____
16 DATE: _____

PRINT NAME: Patricia McCaughey
TITLE: Coordinator
DATE: December 16, 2008

20 FSD-Intranet(34010)10
21 ZIP4

CONSENT ITEM

DATE: February 10, 2009

TO: Mitch Hovey, Ed.D., District Superintendent

FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services

PREPARED BY: Larry Lara, Director of Maintenance, Operations and Facility Services

SUBJECT: **APPROVE/RATIFY CHANGE ORDER #1 FOR ASTRO PAINTING COMPANY, INC., FOR EXTERIOR PAINTING AT ORANGETHORPE AND VALENCIA PARK SCHOOLS; ALSO, FULLERTON SCHOOL DISTRICT ADMINISTRATIVE COMPLEX, FSD-08-09-DM-02**

Background: On December 9, 2008, the Board of Trustees ratified the award of the contract for Exterior Painting at Orangethorpe and Valencia Park Schools; also, Fullerton School District Administrative Complex, FSD-08-09-DM-02, to Astro Painting Company, Inc.

The original contract scope of work has been modified at an additional cost of \$9,800.00, or approximately 4.6% of the original contract amount.

Rationale: Additional work identified in order to complete District complex in a uniform manner, including over-due sections of the maintenance shops.

Funding: Deferred Maintenance Fund (14). Change Order #1 is for the additive amount of \$9,800.00. The new total of this contract is \$222,650.00.

Recommendation: Approve/Ratify Change Order #1 for Astro Painting Company, Inc., for Exterior Painting at Orangethorpe and Valencia Park Schools; also, Fullerton School District Administrative Complex, FSD-08-09-DM-02.

GC:LL:mm
Attachment

CHANGE ORDER NO. 1 _____

(Additive)

PROJECT: **FSD-08-09-DM-02**

TO: **ASTRO PAINTING, INC.**

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: Additional work identified in order to complete District complex in a uniform manner, including over-due sections of the maintenance shops.

COST (This cost shall not be exceeded.):

Original contract price:	\$ 212,850.00
Change Order amount:	\$ 9,800.00
New contract price:	\$ 222,650.00

TIME FOR COMPLETION:

Original completion date:	January 23, 2009
Time for completion of Change Order:	7 days
New completion date:	February 1, 2009

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

DISTRICT

By: _____
Signature

By: _____
Signature

Print Name

Gary Cardinale, Ed.D.

Print Name

Services
Title

Asst. Superintendent, Business

Title

Date

February 10, 2009

Date

CONSENT ITEM

DATE: February 10, 2009

TO: Mitch Hovey, Ed.D., District Superintendent

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Ramon Miramontes, Principal, Beechwood School

SUBJECT: **APPROVE CONSULTANT AGREEMENT FOR THE 2008/2009 SCHOOL YEAR WITH DR. SUSAN NEWCOMB TO PROVIDE PROFESSIONAL DEVELOPMENT TRAINING ON LITERACY DEVELOPMENT AND ENGLISH LANGUAGE DEVELOPMENT (ELD) SUPPORT AT BEECHWOOD SCHOOL**

Background: In support of the Beechwood School Single School Plan for Student Achievement, it is requested that Dr. Susan Newcomb provide professional development to assist staff on literacy development and ELD support in relation to grade level teams and whole school strengths and next steps. Professional development activities will be provided to staff at all grade levels in support of moving all EL students to proficiency.

Dr. Susan Newcomb is a California State University, Fullerton (CSUF) Professor and Literacy Coach who focuses on reading and writing with an emphasis on working with EL students.

Rationale: The staff at Beechwood School is committed to continuing their professional development focus on reading strategies for EL students to strengthen instructional practices and to support student learning.

Funding: Cost is not to exceed \$3,000.00 to be paid from both ELAP (#345) and EIA (#302) site funds. Cost includes a daily rate of \$600.00 to provide staff training for a total of five training days.

Recommendation: Approve Consultant Agreement for the 2008/2009 school year with Dr. Susan Newcomb to provide professional development training on literacy development and English Language Development (ELD) support at Beechwood School.

JM:RM:tk
Attachment

CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Dr. Susan Newcomb, 216 Valencia Street, Brea, California 92821, (714) 674-0747**, hereinafter referred to as "CONSULTANT."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT:

To facilitate inservice to Beechwood staff on literacy development and ELD supports in relation to grade level teams and whole school strengths and next steps.

Services shall be provided by **Dr. Susan Newcomb**.

2. Term. CONSULTANT shall provide services under this AGREEMENT on **February 18-19, 2009, March 18, 2009, April 15, 2009, and May 6, 2009.**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **three thousand Dollars (\$3,000.00)**. CONSULTANT shall submit a detailed invoice to the DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT's approval of the invoice.

4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except as follows: **CONSULTANT shall not exceed six hundred dollars (\$600.00) per day and shall include only expenses incurred for reproducing workshop materials. Any travel expenses shall be pre-approved in writing by the DISTRICT.**

5. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for his/her own acts and/or omissions and the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT and/or CONSULTANT's employees.

6. Materials. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: **N/A**. CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONSULTANT agrees that all materials, technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services.

8. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

9. Hold Harmless. CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Governing Board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either

directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT.

10. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance to protect CONSULTANT and DISTRICT against liability or claims of liability that may arise out of this AGREEMENT. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.

11. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

12. Compliance With Applicable Laws. The services to be provided herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

13. Permits/Licenses. CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

14. Employment With Another Public Agency. CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

15. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

16. Nondiscrimination. CONSULTANT agrees that he/she will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age of such persons.

17. Non-Waiver. The failure of DISTRICT or CONSULTANT to seek redress for

violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

18. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833
714-447-7400

CONTRACTOR:

Dr. Susan Newcomb
216 Valencia Street
Brea, CA 92821
714-674-0747

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

20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

21. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

22. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 10th DAY of February 2009

Fullerton School District
(Name of District)

Dr. Susan Newcomb
(Consultant Name)

By:

By:

Signature

Signature

Mitch Hovey, Ed.D.
Typed Name

Dr. Susan Newcomb
Typed Name

Superintendent
Title

Education Consultant
Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: February 10, 2009

TO: Mitch Hovey, Ed.D., Superintendent

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Susan Albano, Director, Educational Services

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH CLUB Z! TO PROVIDE TUTORING SERVICES FOR ANNUNCIATION CATHOLIC SCHOOL FOR THE 2008/2009 SCHOOL YEAR**

Background: The No Child Left Behind (NCLB) Act of 2001, under Title IX, Part E, Subpart 1 includes programs that require Local Educational Agencies to provide equitable services to non-profit private school students, teachers, other educational personnel, and parents. Fullerton School District annually consults with school officials representing all the private schools located within its boundaries that choose to participate in federal programs, to design and develop programs that meet the needs of the private school. Annunciation Catholic School participates in Title I (Improving the Academic Achievement of the Disadvantaged) and Title III (Language Instruction for Limited-English Proficient Students) programs. Fullerton School District maintains control of the program funds as well as title to all materials, equipment, and property purchased with federal funds.

The Orange County Department of Education (OCDE) Legal Counsel and the Fullerton School District (FSD) Risk Services Manager have reviewed this Contractor Agreement.

Rationale: The NCLB law requires districts to allocate equitable services to private schools. Club Z! will provide group tutoring services before, during, or after school to Title I and Title III eligible students who attend Annunciation Catholic School. Section 9501(a)(4) of NCLB requires that expenditures for services to private school students, teachers, other educational personnel and parents be equal to the expenditures for the public school program, taking into account the number and educational needs of the children to be served.

Funding: Contract not to exceed \$6,323.00 to be paid from District Title I and Title III budgets.

Recommendation: Approve Independent Contractor Agreement with CLUB Z! to provide tutoring services for Annunciation Catholic School for the 2008/2009 school year.

JM:SA:lc
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Club Z! 8357 Petunia Way, Buena Park, CA 90620, (714) 521-1616**, hereinafter referred to as CONTRACTOR."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONTRACTOR: **Before, during, or after school tutoring for private school students identified for services in Title I and Title III under No Child Left Behind. CONTRACTOR will provide group tutoring at Annunciation Catholic School. Term. CONTRACTOR shall commence providing services under this AGREEMENT on February 10, 2009 and will diligently perform as required and complete performance by June 5, 2009.**

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Six Thousand, Three Hundred Twenty Three Dollars (\$6,323.00)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions: **CONTRACTOR will provide tutoring services at a group rate of \$133.00 per hour. Student tutor ratio shall not exceed 8 students per 1 tutor. A minimum of 3 students per group is required for group tutoring. Session length will not exceed 45 minutes. CONTRACTOR will invoice DISTRICT on a monthly basis by the 5th of each month. The final invoice must be received by DISTRICT from CONTRACTOR no later than June 10, 2009. The Title I identified students would receive a maximum of 18.9 tutoring hours. Total tutoring compensation for the Title I program may not exceed \$456.00 per student (11 identified**

students) for a total of \$5,018.00. Title III identified students (15 identified students) would receive a maximum of 4.9 tutoring hours. Total tutoring compensation for the Title III program may not exceed \$87.00 per student for a total of \$1,305.00. A list of students identified for tutoring under each program (Title I and Title III) will be given to CONTACTOR prior to the beginning of tutoring services.

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: **N/A**. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the

copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within fifteen (15) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the fifteen (15) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason:

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this

AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

- (b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in anyway connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than ten (10) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a ten (10) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insured under said policy.

12. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

13. Compliance With Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply

with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

14. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment With Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Background Checks and Fingerprinting. CONTRACTOR will provide DISTRICT with assurance of background checks and/or fingerprinting, or proof thereof, on CONTRACTOR'S employees who are working directly with children to provide supplemental services prior to rendering supplemental services in DISTRICT.

20. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands

may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

CONTRACTOR:

Club Z!
8357 Petunia Way
Buena Park, CA 90620
(714) 521-1616

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

22. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

23. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 10th DAY OF February 2009.

Fullerton School District
(Name of District)

CLUB Z!
(Consultant Name)

By:

Signature

By:

Signature

Mitch Hovey, Ed.D.
Typed Name

Glen Walker
Typed Name

Superintendent
Title

President
Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: February 10, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Lourene Happoldt, Director, Student Support Services
SUBJECT: **APPROVE/RATIFY 2008/2009 NONPUBLIC AGENCY CONTRACT WITH CUMBERLAND THERAPY SERVICES**

Background: This nonpublic agency provides speech and language services within the public school setting. Due to the shortage of speech and language specialists within the State, the District finds it necessary to utilize the services of a nonpublic agency in order to remain compliant with IDEA 2004. School districts are responsible for providing services as indicated in a student's Individual Educational Program (IEP).

Current rates with this agency are as follows:

Speech Therapist, SLP-CCC	\$91.00 per hour
Speech Therapist Assistant	\$69.00 per hour
Occupational Therapist	\$79.00 per hour
Physical Therapist	\$79.00 per hour
School Psychologist	\$74.00 per hour

Rationale: The District will have two speech and language therapists on leave this spring and will need to hire a nonpublic agency to provide for the service.

Funding: Total cost of this contract is to be in the amount of the individual service contract. Funding to be provided through LEA Medi-Cal funds.

Recommendation: Approve/Ratify 2008/2009 nonpublic agency contract with Cumberland Therapy Services.

MLD:LH:vr
Attachment

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC AGENCY SERVICES
2008-2009**

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**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC AGENCY SERVICES
2008-2009**

THIS MASTER CONTRACT is made and entered into this 11TH day of FEB., 2009, between FULLERTON SCHOOL DISTRICT, County of Orange hereinafter referred to as the "LEA" and CUMBERLAND THERAPY SERVICES, INC., hereafter referred to as "CONTRACTOR" for the purpose of providing special education and /or related services to individuals with exceptional needs under the authorization of California Education Code § 56157, and §§ 56365-56366.7. It is understood that this Master Contract does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Services Agreement ("ISA") for Nonpublic, Nonsectarian Agency ("NPA") Services is executed between LEA and CONTRACTOR on behalf of such individual, or interim telephone approval followed by written approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

Whereas, LEA has determined that the need for such services exists;

Whereas, CONTRACTOR is a nonpublic nonsectarian agency holding all required certificates and licenses; and

Whereas, that CONTRACTOR is capable of and willing to provide such services.

A current copy of California Department of Education ("CDE") certification is attached. If certification is revoked during Master Contract period, LEA must be notified by CONTRACTOR in writing within five (5) business days. If certification expires during Master Contract period, CONTRACTOR must provide an updated copy or a copy of a waiver of such certification issued by the CDE. This Master Contract will be null and void if such certification or waiver is expired and not renewed or waived, or if such certification is revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

In consideration of mutual promises contained herein, it is mutually agreed between the parties as follows:

I. GENERAL PROVISIONS

1. INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN AGENCY SERVICES

- a. An Individual Services Agreement ("ISA") for Nonpublic, Nonsectarian Agency ("NPA") Services shall be part of this Master Contract, which CONTRACTOR will be required to execute with LEA with respect to each pupil for whom CONTRACTOR is to provide special education and/or designated instruction and services. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's IEP/IFSP (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled in the NPA with the approval of the LEA. CONTRACTOR is responsible for providing those services, which it has agreed to provide

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC AGENCY SERVICES
2008-2009**

THIS MASTER CONTRACT is made and entered into this 10TH day of FEB., 2009, between FULLERTON SCHOOL DISTRICT, County of Orange hereinafter referred to as the "LEA" and CUMBERLAND THERAPY SERVICES, INC., hereafter referred to as "CONTRACTOR" for the purpose of providing special education and /or related services to individuals with exceptional needs under the authorization of California Education Code § 56157, and §§ 56365-56366.7. It is understood that this Master Contract does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Services Agreement ("ISA") for Nonpublic, Nonsectarian Agency ("NPA") Services is executed between LEA and CONTRACTOR on behalf of such individual, or interim telephone approval followed by written approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

Whereas, LEA has determined that the need for such services exists;

Whereas, CONTRACTOR is a nonpublic nonsectarian agency holding all required certificates and licenses; and

Whereas, that CONTRACTOR is capable of and willing to provide such services.

A current copy of California Department of Education ("CDE") certification is attached. If certification is revoked during Master Contract period, LEA must be notified by CONTRACTOR in writing within five (5) business days. If certification expires during Master Contract period, CONTRACTOR must provide an updated copy or a copy of a waiver of such certification issued by the CDE. This Master Contract will be null and void if such certification or waiver is expired and not renewed or waived, or if such certification is revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

In consideration of mutual promises contained herein, it is mutually agreed between the parties as follows:

I. GENERAL PROVISIONS

1. INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN AGENCY SERVICES

- a. An Individual Services Agreement ("ISA") for Nonpublic, Nonsectarian Agency ("NPA") Services shall be part of this Master Contract, which CONTRACTOR will be required to execute with LEA with respect to each pupil for whom CONTRACTOR is to provide special education and/or designated instruction and services. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's IEP/IFSP (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled in the NPA with the approval of the LEA. CONTRACTOR is responsible for providing those services, which it has agreed to provide

for each individual pupil in that pupil's ISA, unless mutually agreed upon otherwise in writing. Individual Services Agreements are null and void upon termination of the Master Contract.

- b. The Individual Services Agreement may be terminated by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice. The ISA may be terminated without advance notice if both parties agree to do so in writing.
- c. LEA shall not terminate ISA for NPA Services because of the availability of a public school program initiated during the course of this Master Contract, unless the parent agrees to the transfer of a pupil to a public school program during an IEP/IFSP meeting to which CONTRACTOR will normally be invited, or pursuant to an order from OAH and/or an order rendered by a court of competent jurisdiction.
- d. Continued enrollment and provision of a free appropriate public education ("FAPE") to a pupil currently receiving services from NPA shall not be terminated when stay put is in effect as ordered by OAH under California Education Code § 56505.

2. TERM

This Master Contract is effective on **JULY 1ST, 2008** and terminates at 5 p.m. on **JUNE 30TH, 2009** (Title 5 CCR section 3062(a)), unless terminated at an earlier date as provided therein.

3. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended by a written document, which complies with legal mandates, executed by CONTRACTOR and LEA. The CONTRACTOR agrees to apply the same rate for the entire school (fiscal) year, unless mutually agreed otherwise in writing by the LEA and CONTRACTOR. Changes in the administrative or financial provisions of this Master Contract, which does not alter the educational services or placement, may be made at any time during the term of this Master Contract, as mutually agreed in writing by CONTRACTOR and LEA.

4. COMPLIANCE WITH LAWS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, CDE, and other local statutes, laws, ordinances, and regulations relating to the required 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 behavior interventions. The CONTRACTOR shall also fully cooperate with any due process proceedings or complaint investigations.

5. DEFINITIONS AND ACRONYMS

The following acronyms are used for the purpose of this Master Contract:

- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- DAYS (Calendar days, unless otherwise specified)
- DIS (Designated Instruction and Services)
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)

- IEP (Individualized Education Program, also means “individualized family service plan” when IEP pertains to individuals with exceptional needs younger than three years of age)
- IFSP (Individualized Family Service Plan)
- ISA (Individual Services Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE (within one school day)
- LEA (Local Education Agency)
- MASTER CONTRACT (previously known as Agreement)
- NOTIFICATION (within fourteen (14) calendar days, unless otherwise specified)
- NPA (Nonpublic Agency)
- OAH (California Office of Administrative Hearings)
- PARENT (means the natural parent, adoptive parent, surrogate parent, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction or otherwise provided by law)
- RELATED SERVICES also known as Designated Instruction and Services
- SELPA (Special Education Local Plan Area)

6. NO DISCRIMINATION

CONTRACTOR shall not discriminate based on race, religion, sex, national origin, age, sexual orientation or handicap in employment or operation of its programs.

7. GOVERNING LAW

The terms and conditions of this Master Contract shall be governed by the laws of the State of California with venue in Orange County, California.

II. ADMINISTRATION OF MASTER CONTRACT

8. NOTICES

All notices involving: 1) revocation or renewal of CONTRACTOR’s certification, 2) Master Contract disputes, 3) changes of LEA pupil’s residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR’s or LEA’s insurance coverage, and 7) LEA’s reasonable objections to a subcontractor’s liability insurance policy, are required to be given to the LEA and/or CONTRACTOR in writing and shall be delivered in person, by certified/registered mail, or by other delivery service. Notices to LEA shall be addressed to: **Lourene K. Happoldt, Director, 1401 W. Valencia Drive, Fullerton, CA 92833.** Notices to CONTRACTOR shall be addressed to: **Halyna Rabitska, Associate Director, 4130 Quakerbridge Rd., Lawrenceville, NJ 08648.** The effective date of the notice shall be the date shown on return receipt received by addressee, or if delivered by hand, the date received by addressee or addressee’s agent. All other notices shall be given in the manner determined by the party giving notice, or as specified in a specific section of this Master Contract.

9. MASTER CONTRACT DISPUTES

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Master Contract, or otherwise relating to this Master Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Master Contract. This provision in this section of the Master Contract, shall apply to all

disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Master Contract, even if the party claiming injury first discovers the events and/ or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section of the Master Contract, the term "injury" shall include monetary and/or non-monetary injuries.

Step One: The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If LEA is the party claiming injury, LEA shall notify CONTRACTOR's Director of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's Special Education Director or other LEA employee known or reasonably believed to be responsible for LEA's special education program, of the existence of a disagreement or dispute and attempt to resolve the matter informally.

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the Director of the SELPA of which the LEA is a member and request that the SELPA Director participate in attempting to resolve the matter informally.

Step Three: If the dispute or disagreement is not resolved at Step Two, the party claiming injury, if it wishes to pursue resolution of the dispute or disagreement, shall notify the other party in writing that it wishes to proceed to Step Three. The notice shall include: (a) a written statement of applicable facts supporting its position; (b) all applicable documents; (c) a proposed remedy to resolve the dispute; (d) the time and date during the regular or extended school year at which a Step Three meeting will be held, which date shall be no less than fifteen and no more than forty-five days after the date of the notice; (e) a location in Orange County, at which the Step Three meeting will be held; (f) a statement that the LEA shall invite a representative from a SELPA different from the SELPA that LEA belongs to and CONTRACTOR shall invite a representative from a different nonpublic school, to attend the Step Three meeting. The date, time or location of the meeting may be changed by written agreement of the parties, including to a date earlier than fifteen days or later than forty-five days after the date of the notice.

At the Step Three meeting, LEA and CONTRACTOR shall be given the opportunity to present all applicable facts and documents to the invited representatives, who will be asked to provide a suggested resolution of the dispute or disagreement, that is both equitable and consistent with applicable law and which may include a recommendation for one or more additional meetings, at which the representatives will attempt to mediate a resolution to the dispute or disagreement.

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and /or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to binding arbitration by an arbitrator or arbitration service to be agreed to by the parties. The parties agree that this Master Contract provision on Master Contract Disputes does not alter the parties' right to bring any action in accordance with the applicable statute of limitations under state or federal law.

10. SUBCONTRACTS AND ASSIGNMENTS

- a. CONTRACTOR shall provide at least five (5) days written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract.
- b. Subcontracts for the provision of special education and/or related services pursuant to this Master Contract shall be entered into only with NPS/NPAs certified by CDE, except for an individual providing speech and language therapy, or psychological or educational assessment, who has a current license issued by the applicable licensing authority for those service providers.
- c. CONTRACTOR agrees that any subcontractor providing educational instruction or services, including transportation, shall keep in effect an appropriate policy of liability insurance, which CONTRACTOR shall provide to LEA, and LEA shall notify CONTRACTOR of any reasonable objections to the subcontractor's liability insurance policy within ten (10) days of receipt. CONTRACTOR agrees that subcontractor providing transportation shall keep in effect a liability insurance policy providing at least \$1,000,000 coverage, unless mutually agreed otherwise in writing by CONTRACTOR and LEA. CONTRACTOR shall ensure that such subcontractor shall require the subcontractor's insurance provider to send written notice of cancellation to LEA at least twenty (20) days prior to cancellation or material change in coverage. Proof of insurance shall be provided to LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of LEA; otherwise, certificates of insurance may be acceptable proof, if the information thereon is adequate and verifiable.

11. INDEPENDENT CONTRACTOR STATUS

This Master Contract is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

12. CONFLICTS OF INTEREST

CONTRACTOR agrees to furnish to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or gives the appearance of a conflict of interest.

13. TERMINATION

This Master Contract may be terminated by LEA or CONTRACTOR at any time, through the procedures specified herein. To terminate the Master Contract either party shall give twenty (20) calendar days (pursuant to EC 56366(a) (4)) written notice prior to the date of the termination. Upon termination, CONTRACTOR shall make payment demand, and LEA shall make payment consistent with the payment provisions in this Master Contract. Expenses shall be itemized for review and approval by LEA. CONTRACTOR shall turn over to LEA all records pertaining to LEA pupils possessed by CONTRACTOR or under its control at the time of termination.

14. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless, and indemnify LEA, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants or other representatives.

LEA shall defend, hold harmless and indemnify CONTRACTOR and its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classroom, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that arise out of result from, in whole or in part, the negligent, wrongful or willful acts or omissions of LEA, its employees, agents, subcontractors, independent contractor, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for their sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for their sole negligence or willful misconduct.

This indemnity shall survive the termination of this Master Contract and/or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under law and/or this Master Contract.

15. INSURANCE

During the entire term of this Master Contract, CONTRACTOR shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of services(s) by CONTRACTOR, of at least \$1,000,000 combined single limit for all damages arising from each accident or occurrence. Not later than the effective date of this Master Contract, CONTRACTOR shall provide LEA with satisfactory evidence of insurance, naming LEA as additional insured, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification Section 14, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specified coverage. The CONTRACTOR shall at its own cost and expense, procure and maintain insurance under the worker's compensation laws of the state of California. If LEA or CONTRACTOR determines that a change in insurance coverage is necessary, either LEA or CONTRACTOR may reopen negotiations to modify the terms of this Master Contract's insurance obligations.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers persons acting on its behalf or under its control, that its self-insurance covers LEA's indemnification obligations to CONTRACTOR under this Master Contract, and

that LEA agrees to provide coverage to CONTRACTOR pursuant to this self-insurance in the event the indemnification obligations of Section 14 of this Master Contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 8 of this Master Contract, or any material insurance coverage changes at least twenty (20) days prior to the change.

16. CHANGE OF RESIDENCE

CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of a change in their pupil's residence. CONTRACTOR shall notify LEA in writing of a pupil's and/or parent's change of residence within three (3) school days after CONTRACTOR becomes aware of said change.

If the pupil's new residence is located within an area outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the pupil's change of residence if CONTRACTOR had knowledge of the pupil's change of residence.

CONTRACTOR shall notify LEA immediately when the CONTRACTOR becomes aware of an emergency change of placement (e.g., hospitalization, juvenile hall, etc.).

17. FACILITIES MODIFICATION

CONTRACTOR shall be responsible for any structural changes and/or facilities modifications required by state and/or federal law.

18. RENEWAL

Neither CONTRACTOR nor LEA is required to renew this Master Contract in subsequent years.

19. ENTIRE AGREEMENT

This Master Contract and any exhibits or attachments hereto constitute the entire Master Contract between LEA and CONTRACTOR, and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This Master Contract binds the successors, and assignees, of CONTRACTOR.

20. 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 Master Contract shall be severable and remain in effect.

21. AUTHORIZED REPRESENTATIVE

Authorization to enter into this agreement on behalf of the LEA is provided by the governing board of the LEA.

III. EDUCATIONAL PROGRAMS

22. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

Parents shall not be charged for any IEP/IFSP mandated educational activities and/or related services provided to their pupil. CONTRACTOR shall not require parents to pay any fees for services required in this Master Contract as a condition of enrollment and/or participation in school related activities necessary for the provision of FAPE.

CONTRACTOR shall provide to LEA pupils special education and/or related services within the NPA, which are consistent with each pupil's IEP/IFSP, and as specified that CONTRACTOR is to provide in each pupil's ISA.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of the standard and usual supplies, equipment, and facilities it normally provides as part of its general program for the type of pupil population served. No charge of any kind to parents shall be made by CONTRACTOR for special education and/or related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of the pupil's enrollment under the terms of this Master Contract, except as specified in writing signed by all relevant parties and attached to the pupil's ISA. This provision does not apply to voluntary activities unnecessary to provide the pupil with a free appropriate public education conducted after written notification to parents as to the cost and the voluntary nature of the activity. Unless the activity takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEPs.

If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond that normally provided by CONTRACTOR as part of its general program for the type of pupil population served, the specialized equipment and/or supplies, shall be provided by the LEA unless otherwise specified in the ISA. If the pupil is eligible for low incidence funding of equipment and/or supplies, the LEA shall provide the low incidence equipment and/or supplies identified in a pupil's IEP/IFSP, unless the CONTRACTOR specifically agrees in the ISA to provide them. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA, and supplies and/or equipment provided and/or purchased by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that particular supply or equipment.

23. TRANSPORTATION

LEA shall provide transportation services to and from the NPA CONTRACTOR via agreements between the parents and LEA, unless the CONTRACTOR provides the related services at the approved public or non-public agency site. CONTRACTOR may agree in the applicable ISA to provide transportation services at the rates identified in the Rate Schedule Section 51 of this Master Contract.

24. COPY OF IEP/IFSP AND PROGRAM OF INSTRUCTION

Upon referral of a pupil to CONTRACTOR, the LEA shall provide CONTRACTOR with a copy of that pupil's current IEP/IFSP, as well as available assessment information, and facilitate, if requested, an observation of the pupil. CONTRACTOR retains the right to decline enrollment of any pupil. CONTRACTOR shall notify the LEA of its decision to decline enrollment or the

effective date of the enrollment of the pupil within two (2) days of the decision to decline enrollment or to accept enrollment of the pupil.

CONTRACTOR will provide LEA pupils a program of instruction that is consistent with each pupil's IEP/IFSP as specified in the ISA for NPA Services. Changes in the educational services or placement provided under this Master Contract may only be made based on revisions to the pupil's Individualized Education Program ("IEP"), mediated agreement, an order from California Office of Administrative Hearings ("OAH") and/or an order rendered by a court of competent jurisdiction. At any time during the term of this Master Contract, the parent, CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by state and federal law. CONTRACTOR shall ensure that Individual Transition Plans ("ITPs") are completed for all pupils during the IEP year that the pupils attain the age of 16 and each year subsequent. CONTRACTOR agrees to use Special Education Local Plan Area ("SELPA") IEP/IFSP, ITP forms and SELPA service logs, if such documents are available.

25. SERVICE/PROGRAM MONITORING

CONTRACTOR shall allow periodic monitoring of each pupil's instructional program by LEA. CONTRACTOR shall be invited to participate in the review of the pupil's progress by LEA. Representatives of LEA shall have reasonable access to observe the pupil at work, to observe the instructional settings, to interview CONTRACTOR, and to review the pupil's progress, service logs and related documentation, including any behavioral intervention plan.

LEA representatives will normally provide notice prior to monitoring visits, but LEA reserves the right to make unannounced monitoring visits. LEA representatives making site visits shall initially report to CONTRACTOR's site administrative office and present appropriate identification and proof of LEA employment.

26. REASONABLE VISITATION

CONTRACTOR will provide for reasonable parental visits to all CONTRACTOR facilities including, but not limited to, the instructional setting attended by the pupil, school and recreational activity areas, and if applicable, pupil's living quarters. CONTRACTOR shall make reasonable efforts to comply with any known court orders regarding parental visits and access to LEA pupils. If CONTRACTOR is aware that a violation of a known court order occurred at its site, CONTRACTOR will notify the pupil's parent, but shall not be obligated to notify the parent that is in violation of the court order.

CONTRACTOR's operating program with residential components shall cooperate with parents' reasonable requests for pupil visits in their home during, but not limited to, holidays and weekends. If CONTRACTOR has knowledge that permission is required for parental visits, CONTRACTOR shall require the parent(s) to provide written authorization from the designated individual or agency authorized to grant permission for the parental visit.

27. WITHDRAWAL BY PARENT

CONTRACTOR shall immediately report by telephone to LEA if a pupil is withdrawn by the parent from CONTRACTOR-provided services. CONTRACTOR shall confirm said telephone call in writing within three (3) school days.

28. MEDICATIONS

CONTRACTOR assures LEA that medications are not to be distributed as part of any NPA services unless specified in the IEP/IFSP and ISA and only when there is a written statement from the physician detailing the type, administration, method, amount, and time schedule of how the medication is dispensed. CONTRACTOR shall also assure LEA that there is a written statement from the parent giving the NPA permission to dispense prescribed medication to the pupil. CONTRACTOR shall keep a written log delineating date, time, amount, medication and name of employee dispensing medication to pupil. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

29. ACCIDENT/INCIDENT REPORT

CONTRACTOR agrees to submit a written accident report to LEA within five (5) school days of an incident where a pupil has suffered an injury requiring medical attention or resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

30. PUPIL RECORDS

CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All pupil records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR will maintain an access log delineating date, time, agency, and identity of the individual for any authorized person accessing pupil records who is not in the direct employ of the CONTRACTOR. Subcontractors shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing pupil records. Nevertheless, pursuant to EC 49076(b)(6), CONTRACTOR may provide subcontractors access to pupil records when the subcontractor provides services within CONTRACTOR's educational institution and has a legitimate interest in the information contained in the pupil records. CONTRACTOR also agrees to comply with the parental right to request copies of records and the parental right to inspect a pupil's file as defined in the federal law under the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. and § 56000 et seq.

31. PROGRESS REPORTS

Progress reports relating to goals and objectives in a pupil's IEP/IFSP and other data required for review shall be sent by CONTRACTOR to the Director of Special Education of the LEA and to parents per the pupil's IEP/IFSP schedule for progress reporting, at no charge to the LEA. Upon request, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP/IFSP review by LEA's IEP/IFSP team or when pupil's enrollment is terminated.

32. FORWARDING OF RECORDS

CONTRACTOR agrees, in the event of agency closure, to forward LEA pupil records within seven (7) days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports.

In the event of a parent request for records, the CONTRACTOR shall copy and forward to the LEA all records pursuant to the records request within three (3) days of the written request by the LEA. The CONTRACTOR may bill for copies at the same rate charged the parents of the pupil.

33. IEP/IFSP MEETINGS

The CONTRACTOR is responsible for the CONTRACTOR'S personnel appropriate to represent the related services provider attending required IEP/IFSP meetings. These meetings will be held at the LEA, unless otherwise approved by the LEA. Every effort shall be made to schedule the IEP/IFSP meetings at a time that is mutually convenient to parents, CONTRACTOR's staff and LEA's staff. The CONTRACTOR shall ensure private and confidential communication between the pupil and members of the pupil's IEP team, at the pupil's discretion.

If CONTRACTOR administers any testing of pupils in conjunction with pupils' IEP/IFSP the CONTRACTOR shall furnish copies of reports and protocols at no charge to the LEA, said copies shall be provided to the LEA at least five (5) days before the pupil's IEP/IFSP meeting. CONTRACTOR will send post-tested goals as well as proposed new goals to LEA and NPS office at least five (5) days prior to the IEP/IFSP meeting. In the event the CONTRACTOR receives notice of the IEP/IFSP fewer than eight (8) days before the meeting, the CONTRACTOR shall provide the documents within three (3) days of receiving the notice.

If LEA asks CONTRACTOR to be on call during a pupil's IEP/IFSP meeting, CONTRACTOR will receive remuneration at the hourly rate specified in this Master Contract, and on-call hours shall not be taken out of a pupil's direct service hours.

34. RELATED SERVICES

Unless otherwise specified in the LEA pupil's IEP/IFSP and/or ISA or in another written agreement, CONTRACTOR shall provide related services to LEA pupils on only those days that the LEA pupil's school of attendance is in session and the LEA pupil is scheduled to attend school. When a pupil misses a related service session due to staff absence, or any other staff-related reason, the make up session shall be provided within thirty (30) days of the missed session and CONTRACTOR shall provide notice of the completion of said make up session.

35. DUE PROCESS AND COMPLAINTS

CONTRACTOR shall fully participate in due process proceedings before OAH including mediations and hearings, at no additional cost, as requested by LEA. Participation includes but is not limited to producing documents regarding pupil, involvement with legal counsel for the LEA in preparation for the due process hearing and testifying at due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. If LEA asks CONTRACTOR to be on call for participation in a due process hearing, CONTRACTOR will receive remuneration at the hourly rate specified in this Master Contract, and on-call hours shall not be taken out of a pupil's direct service hours.

LEA shall inform parent(s) of their due process rights upon: 1) each notification of an IEP/IFSP meeting; 2) reevaluation of their child; 3) registration of a complaint or a request for a due

process hearing; and 4) the commencement of an expulsion proceeding. Upon request by LEA, CONTRACTOR will assist the LEA in meeting its due process notification obligations set forth in this section of this Master Contract.

36. HEALTH AND SAFETY

CONTRACTOR shall require that all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils (California Health & Safety Code §§ 121525 & 121545), provide verification of having been tested for tuberculosis and that the individual is free of tuberculosis, as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee or volunteer file.

CONTRACTOR agrees to notify all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils, about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a pupil. CONTRACTOR further agrees to provide training regarding universal health care precautions as required by law, and to post required notices in areas designated in the California Health and Safety Code.

37. BEHAVIOR MANAGEMENT/BEHAVIOR INTERVENTION AGENCIES

If CONTRACTOR is certified to provide Behavior Intervention, CONTRACTOR shall provide a written description of the NPA's behavior management system and incident reporting procedures. CONTRACTOR shall designate one or more individuals employed, contracted and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of California Code of Regulations § 3003(e). CONTRACTOR shall ensure that all staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. The CONTRACTOR is responsible for adhering to the general positive behavioral interventions and SELPA training procedures set forth in California Education Code §§ 56520-56524 and California Code of Regulations Title 5, §§ 3001 and 3052. This includes data collection for behavioral issues, conducting Functional Behavior Assessment or Functional Analysis Assessment, and formulating Positive Behavior Intervention Plans.

38. PUPIL RETURN TO DISTRICT

When an IEP/IFSP team has determined that a pupil should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP/IFSP team's recommended activities to support the transition of LEA pupils from the special education program. These provisions shall also apply to mediated agreements and OAH decisions.

39. SURROGATE PARENTS

CONTRACTOR agrees to notify the SELPA within seven (7) school days when the CONTRACTOR becomes aware of the need for the appointment of a surrogate parent for a LEA pupil enrolled in CONTRACTOR's educational program. A surrogate parent is necessary when the parent is absent, the court has limited the parents' education rights to represent his/her child and/or the child is a dependent or ward of the court and the court has specified the absence of the

parents' education rights. CONTRACTOR agrees that the SELPA and authorized representatives will select, appoint and train said surrogate. A surrogate parent must have no interests that conflict with the interests of the child, have knowledge and skills that ensure adequate representation of the child, and may not be an employee of a public or private agency involved in the education and/or care of the child. The surrogate parent will sign an affidavit stating that no such conflict of interest exists and this affidavit will be kept on file by the SELPA.

IV. PERSONNEL

40. FINGERPRINT CLEARANCE

CONTRACTOR shall require each applicant for employment, and any subcontractor or volunteer in a position requiring contact with minor pupils to submit fingerprints consistent with California Education Code §§ 33192, 44237. CONTRACTOR shall comply with the requirements of Education Code § 45125.1 including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance for CONTRACTOR's employees; prohibiting its employees from coming in contact with pupils until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the LEA that none of its employees who may come in contact with pupils have been convicted of or pleaded nolo contendere to a felony, unless that individual's employment is authorized under the California Education Code. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44011, or to a felony that would disqualify that person from employment pursuant to Education Code § 44237.

41. CREDENTIALS AND LICENSES

- a. CONTRACTOR shall provide appropriately credentialed teachers or licensed personnel consistent with Title 5 of the California Code of Regulations and the California Education Code requirements to provide services(s) to pupils under this Master Contract, unless the California State School Board has granted a written waiver. CONTRACTOR shall employ, contract, and/or otherwise hire individuals who are adequately trained and have sufficient experience, according to prevailing professional standards, to provide those services for which the individual is contracted. Individuals employed, contracted, and/or otherwise hired by CONTRACTOR shall be licensed, credentialed, and/or otherwise qualified as specified in applicable California law.
- b. CONTRACTOR shall be responsible for verification of, credentials and licenses held by its employees, agents and subcontractors. Education credentials shall be on file at the office of the County Superintendent of Schools. Before the start of the school year, CONTRACTOR shall submit to LEA a staff list, and copies of all current credentials, licenses, permits and/or other documents that entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR.
- c. No later than forty-five (45) calendar days after any credentialed/licensed personnel change, CONTRACTOR shall provide copies to LEA and CDE of any changes in licenses or credentials, in accordance with Title 5, Section 3062.
- d. The above provisions of this section, shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

42. RELATED SERVICE PROVIDER ABSENCE

When a related service provider is absent, CONTRACTOR shall employ a substitute service provider who is an appropriately qualified and credentialed staff person to provide service and fulfill other duties of the absent service provider. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of coverage. The CONTRACTOR shall elect to reschedule the related service session consistent with Sections 39 and 53 related services of this Master Contract. LEA will not pay for services unless said service is provided by an appropriately qualified and credentialed service provider.

In the event the CONTRACTOR is unable to provide the NPA services consistent with this Master Contract due to service provider absence, the contract shall be terminated, per Section 13. CONTRACTOR shall notify the LEA within 10 days of their inability to provide the service.

43. MANDATED REPORTING

CONTRACTOR assures LEA that all staff members, including volunteers, have been informed of their obligations are under the child Abuse and Neglect Reporting Act § 11164 et seq., and if applicable, their dependent adult reporting obligations under California law, including but not limited to California Penal Code § 11166. CONTRACTOR agrees to provide training to all employees, within thirty (30) days of employment, regarding mandated reporting of child abuse, and (if applicable) dependent adults. CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the Child Abuse and Neglect Reporting Act as set forth in California Penal Code § 11166.5, to the effect that he or she has knowledge of the provisions of California Penal Code § 11166 (reporting duty and time) and will comply with those provisions.

When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number and address of the LEA. When CONTRACTOR is aware of an allegation of staff abuse of a pupil, CONTRACTOR shall conduct an appropriate investigation and take other action, if appropriate, based on the particular facts known to CONTRACTOR at the time. CONTRACTOR shall adopt internal procedures regarding reporting obligations as authorized in California Penal Code § 11166 (g) (1).

CONTRACTOR will notify it's staff of its responsibility to report to parents and local law enforcement, as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with Education Code § 49370.

If an employee of CONTRACTOR or subcontractor who has a reporting obligation under applicable California law, observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, CONTRACTOR shall submit the required report to the appropriate government or law enforcement agency.

44. SEXUAL HARASSMENT

CONTRACTOR shall have a sexual 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 annually provide a copy of the sexual harassment policy to all employees, along with information regarding the laws concerning sexual harassment and related procedures. See Accident/Incident Report Section 30. Furthermore, if CONTRACTOR is subject to the requirements of Government Code section 12950.1, regarding sexual harassment training for supervisors, CONTRACTOR shall comply with these requirements.

V. FINANCIAL SECTION

45. SCHOOL CALENDAR

- a. It is understood that related services are provided consistent with the public school calendar. Any additional days must be approved in writing by the LEA's authorized representative. Creditable units of service are those specified in the IEP/IFSP or ISA for NPA services for each pupil.
- b. Educational services shall occur at the school site, unless otherwise specified by the pupils' IEP/IFSP.
- c. LEA observes legal holidays including, but not limited to, the following: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, and Memorial Day, as specified in the LEA's official calendar. The NPA services may not be provided on these days without prior written approval by the LEA.

46. ABSENCES

The LEA shall not be responsible for the payment of educational services when the pupil is absent. CONTRACTOR shall notify LEA in writing when the pupil's absences exceed three (3) sessions. Make-up sessions may be scheduled, but shall be limited to a thirty (30) calendar day period following when the original services were scheduled, unless otherwise agreed. CONTRACTOR shall provide all make-up related services during a time mutually agreed upon between the CONTRACTOR and the LEA.

47. ATTENDANCE RECORDS

- a. CONTRACTOR shall keep records of each pupil's daily attendance in a register, report or record, with the pupil's absences clearly identified. These records shall be used to report the attendance of pupils as set forth in California Education Code § 56366 (a) (7). CONTRACTOR shall also keep a register, report, or record identifying all related services provided to a pupil, which will be signed by the related service provider verifying that the services were provided as indicated on the register, report or record. CONTRACTOR shall provide copies of the signed daily attendance records and related services registers with the monthly invoices submitted to the LEA for payment.
- b. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for auditing attendance reporting.

48. MAINTENANCE OF RECORDS

Any of the following records that exist shall be maintained by CONTRACTOR for at least five years from the date of origination, or as long as otherwise required by law (CCR 3061(b)): registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; 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, dates of hire, and dates of termination; non-exempt staff time sheets; non-paid volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; cash receipts and disbursement records; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks.

49. PAYMENT UNIT

A unit of service for payment purposes is one (1) hour of related services, or portion thereof.

CONTRACTOR shall notify LEA when Medi-Cal is billed for education related expenses.

50. RATE SCHEDULE

Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP/IFSP and the charges for such service(s) during the term of this Master Contract shall be as follows:

<u>Designated Instruction and Services</u>	<u>Rate</u>	<u>Basis* (specify)</u>
(1) Speech Therapist, SLP-CCC	<u>\$ 91.00</u>	per <u>60</u> Minutes
(2) Speech Therapist Assistant	<u>\$ 69.00</u>	per <u>60</u> Minutes
(3) Occupational Therapist	<u>\$ 79.00</u>	per <u>60</u> Minutes
(4) Physical Therapist	<u>\$ 79.00</u>	per <u>60</u> Minutes
(5) School Psychologist	<u>\$ 74.00</u>	per <u>60</u> Minutes
(6) Orientation & Mobility	\$ _____	per ____ Minutes
(7) Hydrotherapy	\$ _____	per ____ Minutes
(8) Music Therapy	\$ _____	per ____ Minutes
(9) Transportation – Other, specify:	\$ _____	per _____
(10) Behavior Intervention/Implementation (Tutor)	\$ _____	per ____ Minutes
(11) Behavior Intervention/Development (Supervision)	\$ _____	per ____ Minutes
(12) Other, specify:	\$ _____	per _____
(13) Other, specify:	\$ _____	per _____
(14) Other, specify:	\$ _____	per _____
(15) Other, specify:	\$ _____	per _____
(16) Other, specify:	\$ _____	per _____

<u>Other Services</u>	<u>Rate</u>	<u>Period Basis* (specify)</u>
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(1) IEP Meeting Attendance	\$ 91.00	per 60 Minutes
(2) One-on-One Aide	\$ _____	per Day Hour
(3) Assessments/Testing/Evaluations	\$ _____	per _____

* Basis of rate, such as: per # of Minutes, per Session, per Clinical Hour, per Day, per Hour, Flat Rate.

51. PAYMENT DEMAND

CONTRACTOR shall submit written invoices for payment on a monthly basis. CONTRACTOR shall submit said invoice for payment for services rendered via U.S. mail, other delivery service, or in person, no later than thirty (30) days after the end of the attendance accounting period in which said services are actually rendered. The LEA is not required to accept invoices that are submitted more than six (6) months after the expiration of this Master Contract. Proof of receipt may be established by return receipt requested through the mail, by proof of personal delivery, or any other reliable means. CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (i.e., roll books for the basic education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount, as well as all related services at the agreed upon rates. Payment shall be made within forty-five (45) days of receipt by LEA of invoices properly submitted and approved by LEA. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of an invoice, the LEA shall not withhold any payment. If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

CONTRACTOR shall submit rebilling invoices, via U.S. mail, other delivery service, or in person, no later than thirty (30) calendar days after the date deficiencies are corrected by the CONTRACTOR. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of a rebilled invoice, the LEA shall not withhold any payment. If the rebilled payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

The LEA is not responsible for the costs associated with NPA services until the date on which an IEP/IFSP meeting is convened pursuant to law during which the IEP/IFSP team determines that a NPA services are appropriate, and the IEP/IFSP is signed by all necessary parties, including the SELPA/LEA pupil's parent or another adult with educational decision-making rights.

52. RIGHT TO WITHHOLD

LEA has the right to withhold payment to CONTRACTOR, when LEA has reliable evidence described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) CONTRACTOR has not performed a service identified in the invoice; (B) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review or audit of its program, work, or records; (C) education and/or related services is provided to LEA pupils by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (D) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (E) CONTRACTOR has failed to provide to LEA all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program within seven (7) days after school closure; (F) CONTRACTOR fails to notify LEA of a change of pupil's residence to a residence outside of LEA's attendance areas, within three (3) school days of when CONTRACTOR becomes aware of said change; (G) Educational funds received by CONTRACTOR from the LEA for the educational costs of pupils it has placed in the NPA were not used solely for those purposes but rather for the costs of a residential program.

If the basis for the withholding is subsection B and/or E of this section, the LEA may only withhold the proportionate amount of the bill related to that pupil or service for whom or which documents were not provided in accordance with this Master Contract, and may only withhold the amount until the documents are provided. If the basis for the withholding is subsection A, and/or D, LEA may only withhold the value of the service CONTRACTOR failed to perform or the amount of the overpayment. If the basis for the withholding is subsection C, LEA may only withhold payment for services provided by the individual for the period of time the individual was not properly licensed, credentialed, or otherwise qualified to provide that service. If the basis for the withholding is subsection F of this section, LEA may only withhold payment for service provided to a specific pupil three (3) days after CONTRACTOR becomes aware that the pupil moved to a residence outside of the LEA attendance area and failed to notify the LEA of this change in residence. If the basis for the withholding is subsection G, the LEA may only withhold the proportionate amount of the bill related to the funds received and used for purposes prohibited by subsection G.

If 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 to CONTRACTOR. Such notice shall specify the basis for LEA 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 LEA withholding payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend Contractor's time to respond by an additional thirty (30) days.

53. INSPECTION AND AUDIT OF FINANCIAL RECORDS

Upon request of LEA which shall include the reason for the request of records, and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following record within ten business (10) days, except as otherwise provided by state and federal law: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; 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, dates of hire, and dates of termination; staff time sheets; non-paid volunteer sign-in sheets; verification of staff training, transportation and other related

services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; bank statements and cancelled checks. CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by LEA, a state agency, a federal agency, and/or independent agency/firm in a reasonable and timely manner. CONTRACTOR shall maintain cost data to verify the annual operating budget for providing special education and related services to LEA, which shall be made available for the relevant Master Contract period being audited. Fiscal records shall be maintained by CONTRACTOR for five (5) years after their origination and shall be available for audit.

54. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions related to its educational program and identified by auditors hired by LEA or by appropriate state or federal audit agencies occurring because of CONTRACTOR's performance of this Master Contract.

If an inspection, review, or audit by LEA, CONTRACTOR, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR or LEA owes the other party monies as a result of over billing, under payment, or failure to perform, in whole or in part, any of its obligations under this Master Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand. In the event that the party from whom payment is demanded disputes that any payment is owed, the matter shall be resolved in accordance with the Dispute Resolution section in section 9 of this Master Contract.

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

CONTRACTOR

LEA

CUMBERLAND THERAPY SERVICES, INC.

FULLERTON SCHOOL DISTRICT

Print Name of Nonpublic, Nonsectarian Agency

Print Name of LEA

Contracting Officer's Signature

Authorized Representative's Signature

HALYNA RABITSKA, ASSOC. DIRECTOR

LOURENE K. HAPPOLDT, DIRECTOR

Print Name and Title

Print Name and Title

Date

February 11, 2009

Date

APPROVED BY THE LOCAL EDUCATION
AGENCY GOVERNING BOARD ON: FEBRUARY 11TH, 2009.

CONSENT ITEM

DATE: February 10, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Lourene Happoldt, Director, Student Support Services
SUBJECT: **APPROVE/RATIFY 2008/2009 NONPUBLIC AGENCY CONTRACT WITH PACIFIC COAST SPEECH SERVICES, INC.**

Background: This nonpublic agency provides speech and language services within the public school setting. Due to the shortage of speech and language specialists within the State, the District finds it necessary to utilize the services of a nonpublic agency in order to remain compliant with IDEA 2004. School districts are responsible for providing services as indicated in a student's Individual Educational Program (IEP).

Current rates with this agency are as follows:

Speech Therapy Services \$88.00 per hour

Rationale: The District will have two speech and language therapists on leave this spring and will need to hire a nonpublic agency to provide for the service.

Funding: Total cost of this contract is to be in the amount of the individual service contract. Funding to be provided through LEA Medi-Cal Funds.

Recommendation: Approve/Ratify 2008/2009 nonpublic agency contract with Pacific Coast Speech Services, Inc.

MLD:LH:vr
Attachment

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC AGENCY SERVICES
2008-2009**

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**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC AGENCY SERVICES
2008-2009**

THIS MASTER CONTRACT is made and entered into this 11TH day of FEB., 2009, between FULLERTON SCHOOL DISTRICT, County of Orange hereinafter referred to as the "LEA" and PACIFIC COAST SPEECH SERVICES, INC., hereafter referred to as "CONTRACTOR" for the purpose of providing special education and /or related services to individuals with exceptional needs under the authorization of California Education Code § 56157, and §§ 56365-56366.7. It is understood that this Master Contract does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Services Agreement ("ISA") for Nonpublic, Nonsectarian Agency ("NPA") Services is executed between LEA and CONTRACTOR on behalf of such individual, or interim telephone approval followed by written approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

Whereas, LEA has determined that the need for such services exists;

Whereas, CONTRACTOR is a nonpublic nonsectarian agency holding all required certificates and licenses; and

Whereas, that CONTRACTOR is capable of and willing to provide such services.

A current copy of California Department of Education ("CDE") certification is attached. If certification is revoked during Master Contract period, LEA must be notified by CONTRACTOR in writing within five (5) business days. If certification expires during Master Contract period, CONTRACTOR must provide an updated copy or a copy of a waiver of such certification issued by the CDE. This Master Contract will be null and void if such certification or waiver is expired and not renewed or waived, or if such certification is revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

In consideration of mutual promises contained herein, it is mutually agreed between the parties as follows:

I. GENERAL PROVISIONS

1. INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN AGENCY SERVICES

- a. An Individual Services Agreement ("ISA") for Nonpublic, Nonsectarian Agency ("NPA") Services shall be part of this Master Contract, which CONTRACTOR will be required to execute with LEA with respect to each pupil for whom CONTRACTOR is to provide special education and/or designated instruction and services. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's IEP/IFSP (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled in the NPA with the approval of the LEA. CONTRACTOR is responsible for providing those services, which it has agreed to provide

for each individual pupil in that pupil's ISA, unless mutually agreed upon otherwise in writing. Individual Services Agreements are null and void upon termination of the Master Contract.

- a. The Individual Services Agreement may be terminated by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice. The ISA may be terminated without advance notice if both parties agree to do so in writing.
- a. LEA shall not terminate ISA for NPA Services because of the availability of a public school program initiated during the course of this Master Contract, unless the parent agrees to the transfer of a pupil to a public school program during an IEP/IFSP meeting to which CONTRACTOR will normally be invited, or pursuant to an order from OAH and/or an order rendered by a court of competent jurisdiction.
- a. Continued enrollment and provision of a free appropriate public education ("FAPE") to a pupil currently receiving services from NPA shall not be terminated when stay put is in effect as ordered by OAH under California Education Code § 56505.

1. TERM

This Master Contract is effective on **JULY 1ST, 2008** and terminates at 5 p.m. on **JUNE 30TH, 2009** (Title 5 CCR section 3062(a)), unless terminated at an earlier date as provided therein.

1. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended by a written document, which complies with legal mandates, executed by CONTRACTOR and LEA. The CONTRACTOR agrees to apply the same rate for the entire school (fiscal) year, unless mutually agreed otherwise in writing by the LEA and CONTRACTOR. Changes in the administrative or financial provisions of this Master Contract, which does not alter the educational services or placement, may be made at any time during the term of this Master Contract, as mutually agreed in writing by CONTRACTOR and LEA.

1. COMPLIANCE WITH LAWS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, CDE, and other local statutes, laws, ordinances, and regulations relating to the required 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 behavior interventions. The CONTRACTOR shall also fully cooperate with any due process proceedings or complaint investigations.

1. DEFINITIONS AND ACRONYMS

The following acronyms are used for the purpose of this Master Contract:

- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- DAYS (Calendar days, unless otherwise specified)
- DIS (Designated Instruction and Services)
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)

- IEP (Individualized Education Program, also means “individualized family service plan” when IEP pertains to individuals with exceptional needs younger than three years of age)
- IFSP (Individualized Family Service Plan)
- ISA (Individual Services Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE (within one school day)
- LEA (Local Education Agency)
- MASTER CONTRACT (previously known as Agreement)
- NOTIFICATION (within fourteen (14) calendar days, unless otherwise specified)
- NPA (Nonpublic Agency)
- OAH (California Office of Administrative Hearings)
- PARENT (means the natural parent, adoptive parent, surrogate parent, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction or otherwise provided by law)
- RELATED SERVICES also known as Designated Instruction and Services
- SELPA (Special Education Local Plan Area)

6. **NO DISCRIMINATION**

CONTRACTOR shall not discriminate based on race, religion, sex, national origin, age, sexual orientation or handicap in employment or operation of its programs.

1. **GOVERNING LAW**

The terms and conditions of this Master Contract shall be governed by the laws of the State of California with venue in Orange County, California.

II. **ADMINISTRATION OF MASTER CONTRACT**

1. **NOTICES**

All notices involving: 1) revocation or renewal of CONTRACTOR’s certification, 2) Master Contract disputes, 3) changes of LEA pupil’s residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR’s or LEA’s insurance coverage, and 7) LEA’s reasonable objections to a subcontractor’s liability insurance policy, are required to be given to the LEA and/or CONTRACTOR in writing and shall be delivered in person, by certified/registered mail, or by other delivery service. Notices to LEA shall be addressed to: **Lourene K. Happoldt, Director, 1401 W. Valencia Drive, Fullerton, CA 92833.** Notices to CONTRACTOR shall be addressed to: **Annette Crotty, VP of Finance, 14252 Culver Drive, #146, Irvine, CA 92604-0326.** The effective date of the notice shall be the date shown on return receipt received by addressee, or if delivered by hand, the date received by addressee or addressee’s agent. All other notices shall be given in the manner determined by the party giving notice, or as specified in a specific section of this Master Contract.

1. **MASTER CONTRACT DISPUTES**

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Master Contract, or otherwise relating to this Master Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Master Contract. This provision in this section of the Master Contract, shall apply to all

disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Master Contract, even if the party claiming injury first discovers the events and/ or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section of the Master Contract, the term "injury" shall include monetary and/or non-monetary injuries.

Step One: The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If LEA is the party claiming injury, LEA shall notify CONTRACTOR's Director of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's Special Education Director or other LEA employee known or reasonably believed to be responsible for LEA's special education program, of the existence of a disagreement or dispute and attempt to resolve the matter informally.

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the Director of the SELPA of which the LEA is a member and request that the SELPA Director participate in attempting to resolve the matter informally.

Step Three: If the dispute or disagreement is not resolved at Step Two, the party claiming injury, if it wishes to pursue resolution of the dispute or disagreement, shall notify the other party in writing that it wishes to proceed to Step Three. The notice shall include: (a) a written statement of applicable facts supporting its position; (b) all applicable documents; (c) a proposed remedy to resolve the dispute; (d) the time and date during the regular or extended school year at which a Step Three meeting will be held, which date shall be no less than fifteen and no more than forty-five days after the date of the notice; (e) a location in Orange County, at which the Step Three meeting will be held; (f) a statement that the LEA shall invite a representative from a SELPA different from the SELPA that LEA belongs to and CONTRACTOR shall invite a representative from a different nonpublic school, to attend the Step Three meeting. The date, time or location of the meeting may be changed by written agreement of the parties, including to a date earlier than fifteen days or later than forty-five days after the date of the notice.

At the Step Three meeting, LEA and CONTRACTOR shall be given the opportunity to present all applicable facts and documents to the invited representatives, who will be asked to provide a suggested resolution of the dispute or disagreement, that is both equitable and consistent with applicable law and which may include a recommendation for one or more additional meetings, at which the representatives will attempt to mediate a resolution to the dispute or disagreement.

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and /or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to binding arbitration by an arbitrator or arbitration service to be agreed to by the parties. The parties agree that this Master Contract provision on Master Contract Disputes does not alter the parties' right to bring any action in accordance with the applicable statute of limitations under state or federal law.

10. SUBCONTRACTS AND ASSIGNMENTS

- a. CONTRACTOR shall provide at least five (5) days written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract.
- a. Subcontracts for the provision of special education and/or related services pursuant to this Master Contract shall be entered into only with NPS/NPAs certified by CDE, except for an individual providing speech and language therapy, or psychological or educational assessment, who has a current license issued by the applicable licensing authority for those service providers.
- a. CONTRACTOR agrees that any subcontractor providing educational instruction or services, including transportation, shall keep in effect an appropriate policy of liability insurance, which CONTRACTOR shall provide to LEA, and LEA shall notify CONTRACTOR of any reasonable objections to the subcontractor's liability insurance policy within ten (10) days of receipt. CONTRACTOR agrees that subcontractor providing transportation shall keep in effect a liability insurance policy providing at least \$1,000,000 coverage, unless mutually agreed otherwise in writing by CONTRACTOR and LEA. CONTRACTOR shall ensure that such subcontractor shall require the subcontractor's insurance provider to send written notice of cancellation to LEA at least twenty (20) days prior to cancellation or material change in coverage. Proof of insurance shall be provided to LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of LEA; otherwise, certificates of insurance may be acceptable proof, if the information thereon is adequate and verifiable.

11. INDEPENDENT CONTRACTOR STATUS

This Master Contract is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

12. CONFLICTS OF INTEREST

CONTRACTOR agrees to furnish to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or gives the appearance of a conflict of interest.

12. TERMINATION

This Master Contract may be terminated by LEA or CONTRACTOR at any time, through the procedures specified herein. To terminate the Master Contract either party shall give twenty (20) calendar days (pursuant to EC 56366(a) (4)) written notice prior to the date of the termination. Upon termination, CONTRACTOR shall make payment demand, and LEA shall make payment consistent with the payment provisions in this Master Contract. Expenses shall be itemized for review and approval by LEA. CONTRACTOR shall turn over to LEA all records pertaining to LEA pupils possessed by CONTRACTOR or under its control at the time of termination.

12. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless, and indemnify LEA, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants or other representatives.

LEA shall defend, hold harmless and indemnify CONTRACTOR and its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classroom, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that arise out of result from, in whole or in part, the negligent, wrongful or willful acts or omissions of LEA, its employees, agents, subcontractors, independent contractor, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for their sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for their sole negligence or willful misconduct.

This indemnity shall survive the termination of this Master Contract and/or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under law and/or this Master Contract.

12. INSURANCE

During the entire term of this Master Contract, CONTRACTOR shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of services(s) by CONTRACTOR, of at least \$1,000,000 combined single limit for all damages arising from each accident or occurrence. Not later than the effective date of this Master Contract, CONTRACTOR shall provide LEA with satisfactory evidence of insurance, naming LEA as additional insured, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification Section 14, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specified coverage. The CONTRACTOR shall at its own cost and expense, procure and maintain insurance under the worker's compensation laws of the state of California. If LEA or CONTRACTOR determines that a change in insurance coverage is necessary, either LEA or CONTRACTOR may reopen negotiations to modify the terms of this Master Contract's insurance obligations.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers persons acting on its behalf or under its control, that its self-insurance covers LEA's indemnification obligations to CONTRACTOR under this Master Contract, and

that LEA agrees to provide coverage to CONTRACTOR pursuant to this self-insurance in the event the indemnification obligations of Section 14 of this Master Contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 8 of this Master Contract, or any material insurance coverage changes at least twenty (20) days prior to the change.

12. CHANGE OF RESIDENCE

CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of a change in their pupil's residence. CONTRACTOR shall notify LEA in writing of a pupil's and/or parent's change of residence within three (3) school days after CONTRACTOR becomes aware of said change.

If the pupil's new residence is located within an area outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the pupil's change of residence if CONTRACTOR had knowledge of the pupil's change of residence.

CONTRACTOR shall notify LEA immediately when the CONTRACTOR becomes aware of an emergency change of placement (e.g., hospitalization, juvenile hall, etc.).

12. FACILITIES MODIFICATION

CONTRACTOR shall be responsible for any structural changes and/or facilities modifications required by state and/or federal law.

12. RENEWAL

Neither CONTRACTOR nor LEA is required to renew this Master Contract in subsequent years.

12. ENTIRE AGREEMENT

This Master Contract and any exhibits or attachments hereto constitute the entire Master Contract between LEA and CONTRACTOR, and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This Master Contract binds the successors, and assignees, of CONTRACTOR.

12. 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 Master Contract shall be severable and remain in effect.

12. AUTHORIZED REPRESENTATIVE

Authorization to enter into this agreement on behalf of the LEA is provided by the governing board of the LEA.

III. EDUCATIONAL PROGRAMS

12. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

Parents shall not be charged for any IEP/IFSP mandated educational activities and/or related services provided to their pupil. CONTRACTOR shall not require parents to pay any fees for services required in this Master Contract as a condition of enrollment and/or participation in school related activities necessary for the provision of FAPE.

CONTRACTOR shall provide to LEA pupils special education and/or related services within the NPA, which are consistent with each pupil's IEP/IFSP, and as specified that CONTRACTOR is to provide in each pupil's ISA.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of the standard and usual supplies, equipment, and facilities it normally provides as part of its general program for the type of pupil population served. No charge of any kind to parents shall be made by CONTRACTOR for special education and/or related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of the pupil's enrollment under the terms of this Master Contract, except as specified in writing signed by all relevant parties and attached to the pupil's ISA. This provision does not apply to voluntary activities unnecessary to provide the pupil with a free appropriate public education conducted after written notification to parents as to the cost and the voluntary nature of the activity. Unless the activity takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEPs.

If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond that normally provided by CONTRACTOR as part of its general program for the type of pupil population served, the specialized equipment and/or supplies, shall be provided by the LEA unless otherwise specified in the ISA. If the pupil is eligible for low incidence funding of equipment and/or supplies, the LEA shall provide the low incidence equipment and/or supplies identified in a pupil's IEP/IFSP, unless the CONTRACTOR specifically agrees in the ISA to provide them. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA, and supplies and/or equipment provided and/or purchased by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that particular supply or equipment.

12. TRANSPORTATION

LEA shall provide transportation services to and from the NPA CONTRACTOR via agreements between the parents and LEA, unless the CONTRACTOR provides the related services at the approved public or non-public agency site. CONTRACTOR may agree in the applicable ISA to provide transportation services at the rates identified in the Rate Schedule Section 51 of this Master Contract.

12. COPY OF IEP/IFSP AND PROGRAM OF INSTRUCTION

Upon referral of a pupil to CONTRACTOR, the LEA shall provide CONTRACTOR with a copy of that pupil's current IEP/IFSP, as well as available assessment information, and facilitate, if requested, an observation of the pupil. CONTRACTOR retains the right to decline enrollment of any pupil. CONTRACTOR shall notify the LEA of its decision to decline enrollment or the

effective date of the enrollment of the pupil within two (2) days of the decision to decline enrollment or to accept enrollment of the pupil.

CONTRACTOR will provide LEA pupils a program of instruction that is consistent with each pupil's IEP/IFSP as specified in the ISA for NPA Services. Changes in the educational services or placement provided under this Master Contract may only be made based on revisions to the pupil's Individualized Education Program ("IEP"), mediated agreement, an order from California Office of Administrative Hearings ("OAH") and/or an order rendered by a court of competent jurisdiction. At any time during the term of this Master Contract, the parent, CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by state and federal law. CONTRACTOR shall ensure that Individual Transition Plans ("ITPs") are completed for all pupils during the IEP year that the pupils attain the age of 16 and each year subsequent. CONTRACTOR agrees to use Special Education Local Plan Area ("SELPA") IEP/IFSP, ITP forms and SELPA service logs, if such documents are available.

12. SERVICE/PROGRAM MONITORING

CONTRACTOR shall allow periodic monitoring of each pupil's instructional program by LEA. CONTRACTOR shall be invited to participate in the review of the pupil's progress by LEA. Representatives of LEA shall have reasonable access to observe the pupil at work, to observe the instructional settings, to interview CONTRACTOR, and to review the pupil's progress, service logs and related documentation, including any behavioral intervention plan.

LEA representatives will normally provide notice prior to monitoring visits, but LEA reserves the right to make unannounced monitoring visits. LEA representatives making site visits shall initially report to CONTRACTOR's site administrative office and present appropriate identification and proof of LEA employment.

12. REASONABLE VISITATION

CONTRACTOR will provide for reasonable parental visits to all CONTRACTOR facilities including, but not limited to, the instructional setting attended by the pupil, school and recreational activity areas, and if applicable, pupil's living quarters. CONTRACTOR shall make reasonable efforts to comply with any known court orders regarding parental visits and access to LEA pupils. If CONTRACTOR is aware that a violation of a known court order occurred at its site, CONTRACTOR will notify the pupil's parent, but shall not be obligated to notify the parent that is in violation of the court order.

CONTRACTOR's operating program with residential components shall cooperate with parents' reasonable requests for pupil visits in their home during, but not limited to, holidays and weekends. If CONTRACTOR has knowledge that permission is required for parental visits, CONTRACTOR shall require the parent(s) to provide written authorization from the designated individual or agency authorized to grant permission for the parental visit.

12. WITHDRAWAL BY PARENT

CONTRACTOR shall immediately report by telephone to LEA if a pupil is withdrawn by the parent from CONTRACTOR-provided services. CONTRACTOR shall confirm said telephone call in writing within three (3) school days.

12. MEDICATIONS

CONTRACTOR assures LEA that medications are not to be distributed as part of any NPA services unless specified in the IEP/IFSP and ISA and only when there is a written statement from the physician detailing the type, administration, method, amount, and time schedule of how the medication is dispensed. CONTRACTOR shall also assure LEA that there is a written statement from the parent giving the NPA permission to dispense prescribed medication to the pupil. CONTRACTOR shall keep a written log delineating date, time, amount, medication and name of employee dispensing medication to pupil. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

12. ACCIDENT/INCIDENT REPORT

CONTRACTOR agrees to submit a written accident report to LEA within five (5) school days of an incident where a pupil has suffered an injury requiring medical attention or resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

12. PUPIL RECORDS

CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All pupil records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR will maintain an access log delineating date, time, agency, and identity of the individual for any authorized person accessing pupil records who is not in the direct employ of the CONTRACTOR. Subcontractors shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing pupil records. Nevertheless, pursuant to EC 49076(b)(6), CONTRACTOR may provide subcontractors access to pupil records when the subcontractor provides services within CONTRACTOR's educational institution and has a legitimate interest in the information contained in the pupil records. CONTRACTOR also agrees to comply with the parental right to request copies of records and the parental right to inspect a pupil's file as defined in the federal law under the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. and § 56000 et seq.

12. PROGRESS REPORTS

Progress reports relating to goals and objectives in a pupil's IEP/IFSP and other data required for review shall be sent by CONTRACTOR to the Director of Special Education of the LEA and to parents per the pupil's IEP/IFSP schedule for progress reporting, at no charge to the LEA. Upon request, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP/IFSP review by LEA's IEP/IFSP team or when pupil's enrollment is terminated.

12. FORWARDING OF RECORDS

CONTRACTOR agrees, in the event of agency closure, to forward LEA pupil records within seven (7) days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports.

In the event of a parent request for records, the CONTRACTOR shall copy and forward to the LEA all records pursuant to the records request within three (3) days of the written request by the LEA. The CONTRACTOR may bill for copies at the same rate charged the parents of the pupil.

12. IEP/IFSP MEETINGS

The CONTRACTOR is responsible for the CONTRACTOR'S personnel appropriate to represent the related services provider attending required IEP/IFSP meetings. These meetings will be held at the LEA, unless otherwise approved by the LEA. Every effort shall be made to schedule the IEP/IFSP meetings at a time that is mutually convenient to parents, CONTRACTOR's staff and LEA's staff. The CONTRACTOR shall ensure private and confidential communication between the pupil and members of the pupil's IEP team, at the pupil's discretion.

If CONTRACTOR administers any testing of pupils in conjunction with pupils' IEP/IFSP the CONTRACTOR shall furnish copies of reports and protocols at no charge to the LEA, said copies shall be provided to the LEA at least five (5) days before the pupil's IEP/IFSP meeting. CONTRACTOR will send post-tested goals as well as proposed new goals to LEA and NPS office at least five (5) days prior to the IEP/IFSP meeting. In the event the CONTRACTOR receives notice of the IEP/IFSP fewer than eight (8) days before the meeting, the CONTRACTOR shall provide the documents within three (3) days of receiving the notice.

If LEA asks CONTRACTOR to be on call during a pupil's IEP/IFSP meeting, CONTRACTOR will receive remuneration at the hourly rate specified in this Master Contract, and on-call hours shall not be taken out of a pupil's direct service hours.

12. RELATED SERVICES

Unless otherwise specified in the LEA pupil's IEP/IFSP and/or ISA or in another written agreement, CONTRACTOR shall provide related services to LEA pupils on only those days that the LEA pupil's school of attendance is in session and the LEA pupil is scheduled to attend school. When a pupil misses a related service session due to staff absence, or any other staff-related reason, the make up session shall be provided within thirty (30) days of the missed session and CONTRACTOR shall provide notice of the completion of said make up session.

12. DUE PROCESS AND COMPLAINTS

CONTRACTOR shall fully participate in due process proceedings before OAH including mediations and hearings, at no additional cost, as requested by LEA. Participation includes but is not limited to producing documents regarding pupil, involvement with legal counsel for the LEA in preparation for the due process hearing and testifying at due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. If LEA asks CONTRACTOR to be on call for participation in a due process hearing, CONTRACTOR will receive remuneration at the hourly rate specified in this Master Contract, and on-call hours shall not be taken out of a pupil's direct service hours.

LEA shall inform parent(s) of their due process rights upon: 1) each notification of an IEP/IFSP meeting; 2) reevaluation of their child; 3) registration of a complaint or a request for a due

process hearing; and 4) the commencement of an expulsion proceeding. Upon request by LEA, CONTRACTOR will assist the LEA in meeting its due process notification obligations set forth in this section of this Master Contract.

12. HEALTH AND SAFETY

CONTRACTOR shall require that all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils (California Health & Safety Code §§ 121525 & 121545), provide verification of having been tested for tuberculosis and that the individual is free of tuberculosis, as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee or volunteer file.

CONTRACTOR agrees to notify all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils, about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a pupil. CONTRACTOR further agrees to provide training regarding universal health care precautions as required by law, and to post required notices in areas designated in the California Health and Safety Code.

37. BEHAVIOR MANAGEMENT/BEHAVIOR INTERVENTION AGENCIES

If CONTRACTOR is certified to provide Behavior Intervention, CONTRACTOR shall provide a written description of the NPA's behavior management system and incident reporting procedures. CONTRACTOR shall designate one or more individuals employed, contracted and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of California Code of Regulations § 3003(e). CONTRACTOR shall ensure that all staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. The CONTRACTOR is responsible for adhering to the general positive behavioral interventions and SELPA training procedures set forth in California Education Code §§ 56520-56524 and California Code of Regulations Title 5, §§ 3001 and 3052. This includes data collection for behavioral issues, conducting Functional Behavior Assessment or Functional Analysis Assessment, and formulating Positive Behavior Intervention Plans.

38. PUPIL RETURN TO DISTRICT

When an IEP/IFSP team has determined that a pupil should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP/IFSP team's recommended activities to support the transition of LEA pupils from the special education program. These provisions shall also apply to mediated agreements and OAH decisions.

39. SURROGATE PARENTS

CONTRACTOR agrees to notify the SELPA within seven (7) school days when the CONTRACTOR becomes aware of the need for the appointment of a surrogate parent for a LEA pupil enrolled in CONTRACTOR's educational program. A surrogate parent is necessary when the parent is absent, the court has limited the parents' education rights to represent his/her child and/or the child is a dependent or ward of the court and the court has specified the absence of the

parents' education rights. CONTRACTOR agrees that the SELPA and authorized representatives will select, appoint and train said surrogate. A surrogate parent must have no interests that conflict with the interests of the child, have knowledge and skills that ensure adequate representation of the child, and may not be an employee of a public or private agency involved in the education and/or care of the child. The surrogate parent will sign an affidavit stating that no such conflict of interest exists and this affidavit will be kept on file by the SELPA.

IV. PERSONNEL

39. FINGERPRINT CLEARANCE

CONTRACTOR shall require each applicant for employment, and any subcontractor or volunteer in a position requiring contact with minor pupils to submit fingerprints consistent with California Education Code §§ 33192, 44237. CONTRACTOR shall comply with the requirements of Education Code § 45125.1 including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance for CONTRACTOR's employees; prohibiting its employees from coming in contact with pupils until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the LEA that none of its employees who may come in contact with pupils have been convicted of or pleaded nolo contendere to a felony, unless that individual's employment is authorized under the California Education Code. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44011, or to a felony that would disqualify that person from employment pursuant to Education Code § 44237.

39. CREDENTIALS AND LICENSES

- a. CONTRACTOR shall provide appropriately credentialed teachers or licensed personnel consistent with Title 5 of the California Code of Regulations and the California Education Code requirements to provide services(s) to pupils under this Master Contract, unless the California State School Board has granted a written waiver. CONTRACTOR shall employ, contract, and/or otherwise hire individuals who are adequately trained and have sufficient experience, according to prevailing professional standards, to provide those services for which the individual is contracted. Individuals employed, contracted, and/or otherwise hired by CONTRACTOR shall be licensed, credentialed, and/or otherwise qualified as specified in applicable California law.
- a. CONTRACTOR shall be responsible for verification of, credentials and licenses held by its employees, agents and subcontractors. Education credentials shall be on file at the office of the County Superintendent of Schools. Before the start of the school year, CONTRACTOR shall submit to LEA a staff list, and copies of all current credentials, licenses, permits and/or other documents that entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR.
- a. No later than forty-five (45) calendar days after any credentialed/licensed personnel change, CONTRACTOR shall provide copies to LEA and CDE of any changes in licenses or credentials, in accordance with Title 5, Section 3062.
- a. The above provisions of this section, shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

39. RELATED SERVICE PROVIDER ABSENCE

When a related service provider is absent, CONTRACTOR shall employ a substitute service provider who is an appropriately qualified and credentialed staff person to provide service and fulfill other duties of the absent service provider. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of coverage. The CONTRACTOR shall elect to reschedule the related service session consistent with Sections 39 and 53 related services of this Master Contract. LEA will not pay for services unless said service is provided by an appropriately qualified and credentialed service provider.

In the event the CONTRACTOR is unable to provide the NPA services consistent with this Master Contract due to service provider absence, the contract shall be terminated, per Section 13. CONTRACTOR shall notify the LEA within 10 days of their inability to provide the service.

43. MANDATED REPORTING

CONTRACTOR assures LEA that all staff members, including volunteers, have been informed of their obligations are under the child Abuse and Neglect Reporting Act § 11164 et seq., and if applicable, their dependent adult reporting obligations under California law, including but not limited to California Penal Code § 11166. CONTRACTOR agrees to provide training to all employees, within thirty (30) days of employment, regarding mandated reporting of child abuse, and (if applicable) dependent adults. CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the Child Abuse and Neglect Reporting Act as set forth in California Penal Code § 11166.5, to the effect that he or she has knowledge of the provisions of California Penal Code § 11166 (reporting duty and time) and will comply with those provisions.

When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number and address of the LEA. When CONTRACTOR is aware of an allegation of staff abuse of a pupil, CONTRACTOR shall conduct an appropriate investigation and take other action, if appropriate, based on the particular facts known to CONTRACTOR at the time. CONTRACTOR shall adopt internal procedures regarding reporting obligations as authorized in California Penal Code § 11166 (g) (1).

CONTRACTOR will notify it's staff of its responsibility to report to parents and local law enforcement, as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with Education Code § 49370.

If an employee of CONTRACTOR or subcontractor who has a reporting obligation under applicable California law, observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, CONTRACTOR shall submit the required report to the appropriate government or law enforcement agency.

44. SEXUAL HARASSMENT

CONTRACTOR shall have a sexual 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 annually provide a copy of the sexual harassment policy to all employees, along with information regarding the laws concerning sexual harassment and related procedures. See Accident/Incident Report Section 30. Furthermore, if CONTRACTOR is subject to the requirements of Government Code section 12950.1, regarding sexual harassment training for supervisors, CONTRACTOR shall comply with these requirements.

V. FINANCIAL SECTION

45. SCHOOL CALENDAR

- a. It is understood that related services are provided consistent with the public school calendar. Any additional days must be approved in writing by the LEA's authorized representative. Creditable units of service are those specified in the IEP/IFSP or ISA for NPA services for each pupil.
- a. Educational services shall occur at the school site, unless otherwise specified by the pupils' IEP/IFSP.
- a. LEA observes legal holidays including, but not limited to, the following: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, and Memorial Day, as specified in the LEA's official calendar. The NPA services may not be provided on these days without prior written approval by the LEA.

45. ABSENCES

The LEA shall not be responsible for the payment of educational services when the pupil is absent. CONTRACTOR shall notify LEA in writing when the pupil's absences exceed three (3) sessions. Make-up sessions may be scheduled, but shall be limited to a thirty (30) calendar day period following when the original services were scheduled, unless otherwise agreed. CONTRACTOR shall provide all make-up related services during a time mutually agreed upon between the CONTRACTOR and the LEA.

47. ATTENDANCE RECORDS

- a. CONTRACTOR shall keep records of each pupil's daily attendance in a register, report or record, with the pupil's absences clearly identified. These records shall be used to report the attendance of pupils as set forth in California Education Code § 56366 (a) (7). CONTRACTOR shall also keep a register, report, or record identifying all related services provided to a pupil, which will be signed by the related service provider verifying that the services were provided as indicated on the register, report or record. CONTRACTOR shall provide copies of the signed daily attendance records and related services registers with the monthly invoices submitted to the LEA for payment.
- a. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for auditing attendance reporting.

48. MAINTENANCE OF RECORDS

Any of the following records that exist shall be maintained by CONTRACTOR for at least five years from the date of origination, or as long as otherwise required by law (CCR 3061(b)): registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; 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, dates of hire, and dates of termination; non-exempt staff time sheets; non-paid volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; cash receipts and disbursement records; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks.

49. PAYMENT UNIT

A unit of service for payment purposes is one (1) hour of related services, or portion thereof.

CONTRACTOR shall notify LEA when Medi-Cal is billed for education related expenses.

50. RATE SCHEDULE

Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP/IFSP and the charges for such service(s) during the term of this Master Contract shall be as follows:

<u>Designated Instruction and Services</u>	<u>Rate</u>	<u>Basis* (specify)</u>
(1) Speech Therapy Services	<u>\$ 88.00</u>	per <u>60</u> Minutes
(2) Physical Therapy	\$ _____	per _____ Minutes
(3) Occupational Therapy	\$ _____	per _____ Minutes
(4) Vision Therapy	\$ _____	per _____ Minutes
(5) Behavior Therapy	\$ _____	per _____ Minutes
(6) Music Therapy	\$ _____	per _____ Minutes
(7) Hydrotherapy	\$ _____	per _____ Minutes
(8) Orientation & Mobility	\$ _____	per _____ Minutes
(9) Transportation – Other, specify:	\$ _____	per _____ Minutes
(10) Behavior Intervention/Implementation (Tutor)	\$ _____	per _____ Minutes
(11) Behavior Intervention/Development (Supervision)	\$ _____	per _____ Minutes
(12) Other, specify:	\$ _____	per _____
(13) Other, specify:	\$ _____	per _____
(14) Other, specify:	\$ _____	per _____
(15) Other, specify:	\$ _____	per _____
(16) Other, specify:	\$ _____	per _____

<u>Other Services</u>	<u>Rate</u>	<u>Period Basis* (specify)</u>
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(1) IEP Meeting Attendance	\$ <u>88.00</u>	per <u>60</u> Minutes
(2) One-on-One Aide	\$ _____	per Day Hour
(3) Assessments/Testing/Evaluations	\$ _____	per _____

* Basis of rate, such as: per # of Minutes, per Session, per Clinical Hour, per Day, per Hour, Flat Rate.

51. PAYMENT DEMAND

CONTRACTOR shall submit written invoices for payment on a monthly basis. CONTRACTOR shall submit said invoice for payment for services rendered via U.S. mail, other delivery service, or in person, no later than thirty (30) days after the end of the attendance accounting period in which said services are actually rendered. The LEA is not required to accept invoices that are submitted more than six (6) months after the expiration of this Master Contract. Proof of receipt may be established by return receipt requested through the mail, by proof of personal delivery, or any other reliable means. CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (i.e., roll books for the basic education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount, as well as all related services at the agreed upon rates. Payment shall be made within forty-five (45) days of receipt by LEA of invoices properly submitted and approved by LEA. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of an invoice, the LEA shall not withhold any payment. If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

CONTRACTOR shall submit rebilling invoices, via U.S. mail, other delivery service, or in person, no later than thirty (30) calendar days after the date deficiencies are corrected by the CONTRACTOR. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of a rebilled invoice, the LEA shall not withhold any payment. If the rebilled payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

The LEA is not responsible for the costs associated with NPA services until the date on which an IEP/IFSP meeting is convened pursuant to law during which the IEP/IFSP team determines that a NPA services are appropriate, and the IEP/IFSP is signed by all necessary parties, including the SELPA/LEA pupil's parent or another adult with educational decision-making rights.

52. RIGHT TO WITHHOLD

LEA has the right to withhold payment to CONTRACTOR, when LEA has reliable evidence described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) CONTRACTOR has not performed a service identified in the invoice; (B) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review or audit of its program, work, or records; (C) education and/or related services is provided to LEA pupils by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (D) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (E) CONTRACTOR has failed to provide to LEA all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program within seven (7) days after school closure; (F) CONTRACTOR fails to notify LEA of a change of pupil's residence to a residence outside of LEA's attendance areas, within three (3) school days of when CONTRACTOR becomes aware of said change; (G) Educational funds received by CONTRACTOR from the LEA for the educational costs of pupils it has placed in the NPA were not used solely for those purposes but rather for the costs of a residential program.

If the basis for the withholding is subsection B and/or E of this section, the LEA may only withhold the proportionate amount of the bill related to that pupil or service for whom or which documents were not provided in accordance with this Master Contract, and may only withhold the amount until the documents are provided. If the basis for the withholding is subsection A, and/or D, LEA may only withhold the value of the service CONTRACTOR failed to perform or the amount of the overpayment. If the basis for the withholding is subsection C, LEA may only withhold payment for services provided by the individual for the period of time the individual was not properly licensed, credentialed, or otherwise qualified to provide that service. If the basis for the withholding is subsection F of this section, LEA may only withhold payment for service provided to a specific pupil three (3) days after CONTRACTOR becomes aware that the pupil moved to a residence outside of the LEA attendance area and failed to notify the LEA of this change in residence. If the basis for the withholding is subsection G, the LEA may only withhold the proportionate amount of the bill related to the funds received and used for purposes prohibited by subsection G.

If 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 to CONTRACTOR. Such notice shall specify the basis for LEA 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 LEA withholding payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend Contractor's time to respond by an additional thirty (30) days.

53. INSPECTION AND AUDIT OF FINANCIAL RECORDS

Upon request of LEA which shall include the reason for the request of records, and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following record within ten business (10) days, except as otherwise provided by state and federal law: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; 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, dates of hire, and dates of termination; staff time sheets; non-paid volunteer sign-in sheets; verification of staff training, transportation and other related

services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; bank statements and cancelled checks. CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by LEA, a state agency, a federal agency, and/or independent agency/firm in a reasonable and timely manner. CONTRACTOR shall maintain cost data to verify the annual operating budget for providing special education and related services to LEA, which shall be made available for the relevant Master Contract period being audited. Fiscal records shall be maintained by CONTRACTOR for five (5) years after their origination and shall be available for audit.

54. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions related to its educational program and identified by auditors hired by LEA or by appropriate state or federal audit agencies occurring because of CONTRACTOR's performance of this Master Contract.

If an inspection, review, or audit by LEA, CONTRACTOR, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR or LEA owes the other party monies as a result of over billing, under payment, or failure to perform, in whole or in part, any of its obligations under this Master Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand. In the event that the party from whom payment is demanded disputes that any payment is owed, the matter shall be resolved in accordance with the Dispute Resolution section in section 9 of this Master Contract.

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

CONTRACTOR

LEA

PACIFIC COAST SPEECH SERVICES, INC.
Print Name of Nonpublic, Nonsectarian Agency

FULLERTON SCHOOL DISTRICT
Print Name of LEA

Contracting Officer's Signature

Authorized Representative's Signature

ANNETTE CROTTY, VP OF FINANCE
Print Name and Title

LOURENE K. HAPPOLDT, DIRECTOR
Print Name and Title

Date

February 11, 2009
Date

APPROVED BY THE LOCAL EDUCATION
AGENCY GOVERNING BOARD ON: FEBRUARY 11TH, 2009.

CONSENT ITEM

DATE: February 10, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Lourene Happoldt, Director, Student Support Services
SUBJECT: APPROVE 2008/2009 NONPUBLIC AGENCY CONTRACT WITH ADVANTES SPEECH THERAPY SERVICES

Background: This nonpublic agency provides speech and language services within the public school setting. Due to the shortage of speech and language specialists within the State, the District finds it necessary to utilize the services of a nonpublic agency in order to remain compliant with IDEA 2004. School districts are responsible for providing services as indicated in a student's Individual Educational Program (IEP).

Current rates with this agency are as follows:

Speech-Language Therapy	\$ 95.00 per hour
Speech-Language Therapy @ Clinic	\$ 125.00 per hour
Speech-Language Assessment	\$1,125.00 per assessment

Rationale: The District will have two speech and language therapists on leave this spring and will need to hire a nonpublic agency to provide for the service.

Funding: Total cost of this contract is to be in the amount of the individual service contract. Funding to be provided through LEA Medi-Cal Funds.

Recommendation: Approve 2008/2009 nonpublic agency contract with ADVANTES Speech Therapy Services.

MLD:LH:vr
Attachment

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC AGENCY SERVICES
2008-2009**

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**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC AGENCY SERVICES
2008-2009**

THIS MASTER CONTRACT is made and entered into this 11TH day of FEB., 2009, between **FULLERTON SCHOOL DISTRICT**, County of Orange hereinafter referred to as the "LEA" and **ADVANTES SPEECH THERAPY SERVICES**, hereafter referred to as "CONTRACTOR" for the purpose of providing special education and /or related services to individuals with exceptional needs under the authorization of California Education Code § 56157, and §§ 56365-56366.7. It is understood that this Master Contract does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Services Agreement ("ISA") for Nonpublic, Nonsectarian Agency ("NPA") Services is executed between LEA and CONTRACTOR on behalf of such individual, or interim telephone approval followed by written approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

Whereas, LEA has determined that the need for such services exists;

Whereas, CONTRACTOR is a nonpublic nonsectarian agency holding all required certificates and licenses; and

Whereas, that CONTRACTOR is capable of and willing to provide such services.

A current copy of California Department of Education ("CDE") certification is attached. If certification is revoked during Master Contract period, LEA must be notified by CONTRACTOR in writing within five (5) business days. If certification expires during Master Contract period, CONTRACTOR must provide an updated copy or a copy of a waiver of such certification issued by the CDE. This Master Contract will be null and void if such certification or waiver is expired and not renewed or waived, or if such certification is revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

In consideration of mutual promises contained herein, it is mutually agreed between the parties as follows:

I. GENERAL PROVISIONS

1. INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN AGENCY SERVICES

- a. An Individual Services Agreement ("ISA") for Nonpublic, Nonsectarian Agency ("NPA") Services shall be part of this Master Contract, which CONTRACTOR will be required to execute with LEA with respect to each pupil for whom CONTRACTOR is to provide special education and/or designated instruction and services. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's IEP/IFSP (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled in the NPA with the approval of the LEA. CONTRACTOR is responsible for providing those services, which it has agreed to provide

for each individual pupil in that pupil's ISA, unless mutually agreed upon otherwise in writing. Individual Services Agreements are null and void upon termination of the Master Contract.

- b. The Individual Services Agreement may be terminated by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice. The ISA may be terminated without advance notice if both parties agree to do so in writing.
- c. LEA shall not terminate ISA for NPA Services because of the availability of a public school program initiated during the course of this Master Contract, unless the parent agrees to the transfer of a pupil to a public school program during an IEP/IFSP meeting to which CONTRACTOR will normally be invited, or pursuant to an order from OAH and/or an order rendered by a court of competent jurisdiction.
- d. Continued enrollment and provision of a free appropriate public education ("FAPE") to a pupil currently receiving services from NPA shall not be terminated when stay put is in effect as ordered by OAH under California Education Code § 56505.

2. TERM

This Master Contract is effective on **JULY 1ST, 2008** and terminates at 5 p.m. on **JUNE 30TH, 2009** (Title 5 CCR section 3062(a)), unless terminated at an earlier date as provided therein.

3. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended by a written document, which complies with legal mandates, executed by CONTRACTOR and LEA. The CONTRACTOR agrees to apply the same rate for the entire school (fiscal) year, unless mutually agreed otherwise in writing by the LEA and CONTRACTOR. Changes in the administrative or financial provisions of this Master Contract, which does not alter the educational services or placement, may be made at any time during the term of this Master Contract, as mutually agreed in writing by CONTRACTOR and LEA.

4. COMPLIANCE WITH LAWS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, CDE, and other local statutes, laws, ordinances, and regulations relating to the required 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 behavior interventions. The CONTRACTOR shall also fully cooperate with any due process proceedings or complaint investigations.

5. DEFINITIONS AND ACRONYMS

The following acronyms are used for the purpose of this Master Contract:

- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- DAYS (Calendar days, unless otherwise specified)
- DIS (Designated Instruction and Services)
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)

- IEP (Individualized Education Program, also means “individualized family service plan” when IEP pertains to individuals with exceptional needs younger than three years of age)
- IFSP (Individualized Family Service Plan)
- ISA (Individual Services Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE (within one school day)
- LEA (Local Education Agency)
- MASTER CONTRACT (previously known as Agreement)
- NOTIFICATION (within fourteen (14) calendar days, unless otherwise specified)
- NPA (Nonpublic Agency)
- OAH (California Office of Administrative Hearings)
- PARENT (means the natural parent, adoptive parent, surrogate parent, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction or otherwise provided by law)
- RELATED SERVICES also known as Designated Instruction and Services
- SELPA (Special Education Local Plan Area)

6. NO DISCRIMINATION

CONTRACTOR shall not discriminate based on race, religion, sex, national origin, age, sexual orientation or handicap in employment or operation of its programs.

7. GOVERNING LAW

The terms and conditions of this Master Contract shall be governed by the laws of the State of California with venue in Orange County, California.

II. ADMINISTRATION OF MASTER CONTRACT

8. NOTICES

All notices involving: 1) revocation or renewal of CONTRACTOR’s certification, 2) Master Contract disputes, 3) changes of LEA pupil’s residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR’s or LEA’s insurance coverage, and 7) LEA’s reasonable objections to a subcontractor’s liability insurance policy, are required to be given to the LEA and/or CONTRACTOR in writing and shall be delivered in person, by certified/registered mail, or by other delivery service. Notices to LEA shall be addressed to: **Lourene K. Happoldt, Director, 1401 W. Valencia Drive, Fullerton, CA 92833.** Notices to CONTRACTOR shall be addressed to: **Philip Lee, Director of Bus. Dev., 1142 S. Diamond Bar Blvd., Ste. 209, Diamond Bar, CA 91765-2203.** The effective date of the notice shall be the date shown on return receipt received by addressee, or if delivered by hand, the date received by addressee or addressee’s agent. All other notices shall be given in the manner determined by the party giving notice, or as specified in a specific section of this Master Contract.

9. MASTER CONTRACT DISPUTES

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Master Contract, or otherwise relating to this Master Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Master Contract. This provision in this section of the Master Contract, shall apply to all

disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Master Contract, even if the party claiming injury first discovers the events and/ or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section of the Master Contract, the term "injury" shall include monetary and/or non-monetary injuries.

Step One: The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If LEA is the party claiming injury, LEA shall notify CONTRACTOR's Director of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's Special Education Director or other LEA employee known or reasonably believed to be responsible for LEA's special education program, of the existence of a disagreement or dispute and attempt to resolve the matter informally.

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the Director of the SELPA of which the LEA is a member and request that the SELPA Director participate in attempting to resolve the matter informally.

Step Three: If the dispute or disagreement is not resolved at Step Two, the party claiming injury, if it wishes to pursue resolution of the dispute or disagreement, shall notify the other party in writing that it wishes to proceed to Step Three. The notice shall include: (a) a written statement of applicable facts supporting its position; (b) all applicable documents; (c) a proposed remedy to resolve the dispute; (d) the time and date during the regular or extended school year at which a Step Three meeting will be held, which date shall be no less than fifteen and no more than forty-five days after the date of the notice; (e) a location in Orange County, at which the Step Three meeting will be held; (f) a statement that the LEA shall invite a representative from a SELPA different from the SELPA that LEA belongs to and CONTRACTOR shall invite a representative from a different nonpublic school, to attend the Step Three meeting. The date, time or location of the meeting may be changed by written agreement of the parties, including to a date earlier than fifteen days or later than forty-five days after the date of the notice.

At the Step Three meeting, LEA and CONTRACTOR shall be given the opportunity to present all applicable facts and documents to the invited representatives, who will be asked to provide a suggested resolution of the dispute or disagreement, that is both equitable and consistent with applicable law and which may include a recommendation for one or more additional meetings, at which the representatives will attempt to mediate a resolution to the dispute or disagreement.

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and /or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to binding arbitration by an arbitrator or arbitration service to be agreed to by the parties. The parties agree that this Master Contract provision on Master Contract Disputes does not alter the parties' right to bring any action in accordance with the applicable statute of limitations under state or federal law.

10. SUBCONTRACTS AND ASSIGNMENTS

- a. CONTRACTOR shall provide at least five (5) days written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract.
- b. Subcontracts for the provision of special education and/or related services pursuant to this Master Contract shall be entered into only with NPS/NPAs certified by CDE, except for an individual providing speech and language therapy, or psychological or educational assessment, who has a current license issued by the applicable licensing authority for those service providers.
- c. CONTRACTOR agrees that any subcontractor providing educational instruction or services, including transportation, shall keep in effect an appropriate policy of liability insurance, which CONTRACTOR shall provide to LEA, and LEA shall notify CONTRACTOR of any reasonable objections to the subcontractor's liability insurance policy within ten (10) days of receipt. CONTRACTOR agrees that subcontractor providing transportation shall keep in effect a liability insurance policy providing at least \$1,000,000 coverage, unless mutually agreed otherwise in writing by CONTRACTOR and LEA. CONTRACTOR shall ensure that such subcontractor shall require the subcontractor's insurance provider to send written notice of cancellation to LEA at least twenty (20) days prior to cancellation or material change in coverage. Proof of insurance shall be provided to LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of LEA; otherwise, certificates of insurance may be acceptable proof, if the information thereon is adequate and verifiable.

11. INDEPENDENT CONTRACTOR STATUS

This Master Contract is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

12. CONFLICTS OF INTEREST

CONTRACTOR agrees to furnish to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or gives the appearance of a conflict of interest.

13. TERMINATION

This Master Contract may be terminated by LEA or CONTRACTOR at any time, through the procedures specified herein. To terminate the Master Contract either party shall give twenty (20) calendar days (pursuant to EC 56366(a) (4)) written notice prior to the date of the termination. Upon termination, CONTRACTOR shall make payment demand, and LEA shall make payment consistent with the payment provisions in this Master Contract. Expenses shall be itemized for review and approval by LEA. CONTRACTOR shall turn over to LEA all records pertaining to LEA pupils possessed by CONTRACTOR or under its control at the time of termination.

14. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless, and indemnify LEA, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants or other representatives.

LEA shall defend, hold harmless and indemnify CONTRACTOR and its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classroom, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that arise out of result from, in whole or in part, the negligent, wrongful or willful acts or omissions of LEA, its employees, agents, subcontractors, independent contractor, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for their sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for their sole negligence or willful misconduct.

This indemnity shall survive the termination of this Master Contract and/or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under law and/or this Master Contract.

15. INSURANCE

During the entire term of this Master Contract, CONTRACTOR shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of services(s) by CONTRACTOR, of at least \$1,000,000 combined single limit for all damages arising from each accident or occurrence. Not later than the effective date of this Master Contract, CONTRACTOR shall provide LEA with satisfactory evidence of insurance, naming LEA as additional insured, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification Section 14, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specified coverage. The CONTRACTOR shall at its own cost and expense, procure and maintain insurance under the worker's compensation laws of the state of California. If LEA or CONTRACTOR determines that a change in insurance coverage is necessary, either LEA or CONTRACTOR may reopen negotiations to modify the terms of this Master Contract's insurance obligations.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers persons acting on its behalf or under its control, that its self-insurance covers LEA's indemnification obligations to CONTRACTOR under this Master Contract, and

that LEA agrees to provide coverage to CONTRACTOR pursuant to this self-insurance in the event the indemnification obligations of Section 14 of this Master Contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 8 of this Master Contract, or any material insurance coverage changes at least twenty (20) days prior to the change.

16. CHANGE OF RESIDENCE

CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of a change in their pupil's residence. CONTRACTOR shall notify LEA in writing of a pupil's and/or parent's change of residence within three (3) school days after CONTRACTOR becomes aware of said change.

If the pupil's new residence is located within an area outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the pupil's change of residence if CONTRACTOR had knowledge of the pupil's change of residence.

CONTRACTOR shall notify LEA immediately when the CONTRACTOR becomes aware of an emergency change of placement (e.g., hospitalization, juvenile hall, etc.).

17. FACILITIES MODIFICATION

CONTRACTOR shall be responsible for any structural changes and/or facilities modifications required by state and/or federal law.

18. RENEWAL

Neither CONTRACTOR nor LEA is required to renew this Master Contract in subsequent years.

19. ENTIRE AGREEMENT

This Master Contract and any exhibits or attachments hereto constitute the entire Master Contract between LEA and CONTRACTOR, and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This Master Contract binds the successors, and assignees, of CONTRACTOR.

20. 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 Master Contract shall be severable and remain in effect.

21. AUTHORIZED REPRESENTATIVE

Authorization to enter into this agreement on behalf of the LEA is provided by the governing board of the LEA.

III. EDUCATIONAL PROGRAMS

22. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

Parents shall not be charged for any IEP/IFSP mandated educational activities and/or related services provided to their pupil. CONTRACTOR shall not require parents to pay any fees for services required in this Master Contract as a condition of enrollment and/or participation in school related activities necessary for the provision of FAPE.

CONTRACTOR shall provide to LEA pupils special education and/or related services within the NPA, which are consistent with each pupil's IEP/IFSP, and as specified that CONTRACTOR is to provide in each pupil's ISA.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of the standard and usual supplies, equipment, and facilities it normally provides as part of its general program for the type of pupil population served. No charge of any kind to parents shall be made by CONTRACTOR for special education and/or related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of the pupil's enrollment under the terms of this Master Contract, except as specified in writing signed by all relevant parties and attached to the pupil's ISA. This provision does not apply to voluntary activities unnecessary to provide the pupil with a free appropriate public education conducted after written notification to parents as to the cost and the voluntary nature of the activity. Unless the activity takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEPs.

If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond that normally provided by CONTRACTOR as part of its general program for the type of pupil population served, the specialized equipment and/or supplies, shall be provided by the LEA unless otherwise specified in the ISA. If the pupil is eligible for low incidence funding of equipment and/or supplies, the LEA shall provide the low incidence equipment and/or supplies identified in a pupil's IEP/IFSP, unless the CONTRACTOR specifically agrees in the ISA to provide them. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA, and supplies and/or equipment provided and/or purchased by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that particular supply or equipment.

23. TRANSPORTATION

LEA shall provide transportation services to and from the NPA CONTRACTOR via agreements between the parents and LEA, unless the CONTRACTOR provides the related services at the approved public or non-public agency site. CONTRACTOR may agree in the applicable ISA to provide transportation services at the rates identified in the Rate Schedule Section 51 of this Master Contract.

24. COPY OF IEP/IFSP AND PROGRAM OF INSTRUCTION

Upon referral of a pupil to CONTRACTOR, the LEA shall provide CONTRACTOR with a copy of that pupil's current IEP/IFSP, as well as available assessment information, and facilitate, if requested, an observation of the pupil. CONTRACTOR retains the right to decline enrollment of any pupil. CONTRACTOR shall notify the LEA of its decision to decline enrollment or the

effective date of the enrollment of the pupil within two (2) days of the decision to decline enrollment or to accept enrollment of the pupil.

CONTRACTOR will provide LEA pupils a program of instruction that is consistent with each pupil's IEP/IFSP as specified in the ISA for NPA Services. Changes in the educational services or placement provided under this Master Contract may only be made based on revisions to the pupil's Individualized Education Program ("IEP"), mediated agreement, an order from California Office of Administrative Hearings ("OAH") and/or an order rendered by a court of competent jurisdiction. At any time during the term of this Master Contract, the parent, CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by state and federal law. CONTRACTOR shall ensure that Individual Transition Plans ("ITPs") are completed for all pupils during the IEP year that the pupils attain the age of 16 and each year subsequent. CONTRACTOR agrees to use Special Education Local Plan Area ("SELPA") IEP/IFSP, ITP forms and SELPA service logs, if such documents are available.

25. SERVICE/PROGRAM MONITORING

CONTRACTOR shall allow periodic monitoring of each pupil's instructional program by LEA. CONTRACTOR shall be invited to participate in the review of the pupil's progress by LEA. Representatives of LEA shall have reasonable access to observe the pupil at work, to observe the instructional settings, to interview CONTRACTOR, and to review the pupil's progress, service logs and related documentation, including any behavioral intervention plan.

LEA representatives will normally provide notice prior to monitoring visits, but LEA reserves the right to make unannounced monitoring visits. LEA representatives making site visits shall initially report to CONTRACTOR's site administrative office and present appropriate identification and proof of LEA employment.

26. REASONABLE VISITATION

CONTRACTOR will provide for reasonable parental visits to all CONTRACTOR facilities including, but not limited to, the instructional setting attended by the pupil, school and recreational activity areas, and if applicable, pupil's living quarters. CONTRACTOR shall make reasonable efforts to comply with any known court orders regarding parental visits and access to LEA pupils. If CONTRACTOR is aware that a violation of a known court order occurred at its site, CONTRACTOR will notify the pupil's parent, but shall not be obligated to notify the parent that is in violation of the court order.

CONTRACTOR's operating program with residential components shall cooperate with parents' reasonable requests for pupil visits in their home during, but not limited to, holidays and weekends. If CONTRACTOR has knowledge that permission is required for parental visits, CONTRACTOR shall require the parent(s) to provide written authorization from the designated individual or agency authorized to grant permission for the parental visit.

27. WITHDRAWAL BY PARENT

CONTRACTOR shall immediately report by telephone to LEA if a pupil is withdrawn by the parent from CONTRACTOR-provided services. CONTRACTOR shall confirm said telephone call in writing within three (3) school days.

28. MEDICATIONS

CONTRACTOR assures LEA that medications are not to be distributed as part of any NPA services unless specified in the IEP/IFSP and ISA and only when there is a written statement from the physician detailing the type, administration, method, amount, and time schedule of how the medication is dispensed. CONTRACTOR shall also assure LEA that there is a written statement from the parent giving the NPA permission to dispense prescribed medication to the pupil. CONTRACTOR shall keep a written log delineating date, time, amount, medication and name of employee dispensing medication to pupil. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

29. ACCIDENT/INCIDENT REPORT

CONTRACTOR agrees to submit a written accident report to LEA within five (5) school days of an incident where a pupil has suffered an injury requiring medical attention or resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

30. PUPIL RECORDS

CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All pupil records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR will maintain an access log delineating date, time, agency, and identity of the individual for any authorized person accessing pupil records who is not in the direct employ of the CONTRACTOR. Subcontractors shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing pupil records. Nevertheless, pursuant to EC 49076(b)(6), CONTRACTOR may provide subcontractors access to pupil records when the subcontractor provides services within CONTRACTOR's educational institution and has a legitimate interest in the information contained in the pupil records. CONTRACTOR also agrees to comply with the parental right to request copies of records and the parental right to inspect a pupil's file as defined in the federal law under the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. and § 56000 et seq.

31. PROGRESS REPORTS

Progress reports relating to goals and objectives in a pupil's IEP/IFSP and other data required for review shall be sent by CONTRACTOR to the Director of Special Education of the LEA and to parents per the pupil's IEP/IFSP schedule for progress reporting, at no charge to the LEA. Upon request, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP/IFSP review by LEA's IEP/IFSP team or when pupil's enrollment is terminated.

32. FORWARDING OF RECORDS

CONTRACTOR agrees, in the event of agency closure, to forward LEA pupil records within seven (7) days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports.

In the event of a parent request for records, the CONTRACTOR shall copy and forward to the LEA all records pursuant to the records request within three (3) days of the written request by the LEA. The CONTRACTOR may bill for copies at the same rate charged the parents of the pupil.

33. IEP/IFSP MEETINGS

The CONTRACTOR is responsible for the CONTRACTOR'S personnel appropriate to represent the related services provider attending required IEP/IFSP meetings. These meetings will be held at the LEA, unless otherwise approved by the LEA. Every effort shall be made to schedule the IEP/IFSP meetings at a time that is mutually convenient to parents, CONTRACTOR's staff and LEA's staff. The CONTRACTOR shall ensure private and confidential communication between the pupil and members of the pupil's IEP team, at the pupil's discretion.

If CONTRACTOR administers any testing of pupils in conjunction with pupils' IEP/IFSP the CONTRACTOR shall furnish copies of reports and protocols at no charge to the LEA, said copies shall be provided to the LEA at least five (5) days before the pupil's IEP/IFSP meeting. CONTRACTOR will send post-tested goals as well as proposed new goals to LEA and NPS office at least five (5) days prior to the IEP/IFSP meeting. In the event the CONTRACTOR receives notice of the IEP/IFSP fewer than eight (8) days before the meeting, the CONTRACTOR shall provide the documents within three (3) days of receiving the notice.

If LEA asks CONTRACTOR to be on call during a pupil's IEP/IFSP meeting, CONTRACTOR will receive remuneration at the hourly rate specified in this Master Contract, and on-call hours shall not be taken out of a pupil's direct service hours.

34. RELATED SERVICES

Unless otherwise specified in the LEA pupil's IEP/IFSP and/or ISA or in another written agreement, CONTRACTOR shall provide related services to LEA pupils on only those days that the LEA pupil's school of attendance is in session and the LEA pupil is scheduled to attend school. When a pupil misses a related service session due to staff absence, or any other staff-related reason, the make up session shall be provided within thirty (30) days of the missed session and CONTRACTOR shall provide notice of the completion of said make up session.

35. DUE PROCESS AND COMPLAINTS

CONTRACTOR shall fully participate in due process proceedings before OAH including mediations and hearings, at no additional cost, as requested by LEA. Participation includes but is not limited to producing documents regarding pupil, involvement with legal counsel for the LEA in preparation for the due process hearing and testifying at due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. If LEA asks CONTRACTOR to be on call for participation in a due process hearing, CONTRACTOR will receive remuneration at the hourly rate specified in this Master Contract, and on-call hours shall not be taken out of a pupil's direct service hours.

LEA shall inform parent(s) of their due process rights upon: 1) each notification of an IEP/IFSP meeting; 2) reevaluation of their child; 3) registration of a complaint or a request for a due

process hearing; and 4) the commencement of an expulsion proceeding. Upon request by LEA, CONTRACTOR will assist the LEA in meeting its due process notification obligations set forth in this section of this Master Contract.

36. HEALTH AND SAFETY

CONTRACTOR shall require that all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils (California Health & Safety Code §§ 121525 & 121545), provide verification of having been tested for tuberculosis and that the individual is free of tuberculosis, as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee or volunteer file.

CONTRACTOR agrees to notify all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils, about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a pupil. CONTRACTOR further agrees to provide training regarding universal health care precautions as required by law, and to post required notices in areas designated in the California Health and Safety Code.

37. BEHAVIOR MANAGEMENT/BEHAVIOR INTERVENTION AGENCIES

If CONTRACTOR is certified to provide Behavior Intervention, CONTRACTOR shall provide a written description of the NPA's behavior management system and incident reporting procedures. CONTRACTOR shall designate one or more individuals employed, contracted and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of California Code of Regulations § 3003(e). CONTRACTOR shall ensure that all staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. The CONTRACTOR is responsible for adhering to the general positive behavioral interventions and SELPA training procedures set forth in California Education Code §§ 56520-56524 and California Code of Regulations Title 5, §§ 3001 and 3052. This includes data collection for behavioral issues, conducting Functional Behavior Assessment or Functional Analysis Assessment, and formulating Positive Behavior Intervention Plans.

38. PUPIL RETURN TO DISTRICT

When an IEP/IFSP team has determined that a pupil should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP/IFSP team's recommended activities to support the transition of LEA pupils from the special education program. These provisions shall also apply to mediated agreements and OAH decisions.

39. SURROGATE PARENTS

CONTRACTOR agrees to notify the SELPA within seven (7) school days when the CONTRACTOR becomes aware of the need for the appointment of a surrogate parent for a LEA pupil enrolled in CONTRACTOR's educational program. A surrogate parent is necessary when the parent is absent, the court has limited the parents' education rights to represent his/her child and/or the child is a dependent or ward of the court and the court has specified the absence of the

parents' education rights. CONTRACTOR agrees that the SELPA and authorized representatives will select, appoint and train said surrogate. A surrogate parent must have no interests that conflict with the interests of the child, have knowledge and skills that ensure adequate representation of the child, and may not be an employee of a public or private agency involved in the education and/or care of the child. The surrogate parent will sign an affidavit stating that no such conflict of interest exists and this affidavit will be kept on file by the SELPA.

IV. PERSONNEL

40. FINGERPRINT CLEARANCE

CONTRACTOR shall require each applicant for employment, and any subcontractor or volunteer in a position requiring contact with minor pupils to submit fingerprints consistent with California Education Code §§ 33192, 44237. CONTRACTOR shall comply with the requirements of Education Code § 45125.1 including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance for CONTRACTOR's employees; prohibiting its employees from coming in contact with pupils until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the LEA that none of its employees who may come in contact with pupils have been convicted of or pleaded nolo contendere to a felony, unless that individual's employment is authorized under the California Education Code. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44011, or to a felony that would disqualify that person from employment pursuant to Education Code § 44237.

41. CREDENTIALS AND LICENSES

- a. CONTRACTOR shall provide appropriately credentialed teachers or licensed personnel consistent with Title 5 of the California Code of Regulations and the California Education Code requirements to provide services(s) to pupils under this Master Contract, unless the California State School Board has granted a written waiver. CONTRACTOR shall employ, contract, and/or otherwise hire individuals who are adequately trained and have sufficient experience, according to prevailing professional standards, to provide those services for which the individual is contracted. Individuals employed, contracted, and/or otherwise hired by CONTRACTOR shall be licensed, credentialed, and/or otherwise qualified as specified in applicable California law.
- b. CONTRACTOR shall be responsible for verification of, credentials and licenses held by its employees, agents and subcontractors. Education credentials shall be on file at the office of the County Superintendent of Schools. Before the start of the school year, CONTRACTOR shall submit to LEA a staff list, and copies of all current credentials, licenses, permits and/or other documents that entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR.
- c. No later than forty-five (45) calendar days after any credentialed/licensed personnel change, CONTRACTOR shall provide copies to LEA and CDE of any changes in licenses or credentials, in accordance with Title 5, Section 3062.
- d. The above provisions of this section, shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

42. **RELATED SERVICE PROVIDER ABSENCE**

When a related service provider is absent, CONTRACTOR shall employ a substitute service provider who is an appropriately qualified and credentialed staff person to provide service and fulfill other duties of the absent service provider. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of coverage. The CONTRACTOR shall elect to reschedule the related service session consistent with Sections 39 and 53 related services of this Master Contract. LEA will not pay for services unless said service is provided by an appropriately qualified and credentialed service provider.

In the event the CONTRACTOR is unable to provide the NPA services consistent with this Master Contract due to service provider absence, the contract shall be terminated, per Section 13. CONTRACTOR shall notify the LEA within 10 days of their inability to provide the service.

43. **MANDATED REPORTING**

CONTRACTOR assures LEA that all staff members, including volunteers, have been informed of their obligations are under the child Abuse and Neglect Reporting Act § 11164 et seq., and if applicable, their dependent adult reporting obligations under California law, including but not limited to California Penal Code § 11166. CONTRACTOR agrees to provide training to all employees, within thirty (30) days of employment, regarding mandated reporting of child abuse, and (if applicable) dependent adults. CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the Child Abuse and Neglect Reporting Act as set forth in California Penal Code § 11166.5, to the effect that he or she has knowledge of the provisions of California Penal Code § 11166 (reporting duty and time) and will comply with those provisions.

When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number and address of the LEA. When CONTRACTOR is aware of an allegation of staff abuse of a pupil, CONTRACTOR shall conduct an appropriate investigation and take other action, if appropriate, based on the particular facts known to CONTRACTOR at the time. CONTRACTOR shall adopt internal procedures regarding reporting obligations as authorized in California Penal Code § 11166 (g) (1).

CONTRACTOR will notify it's staff of its responsibility to report to parents and local law enforcement, as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with Education Code § 49370.

If an employee of CONTRACTOR or subcontractor who has a reporting obligation under applicable California law, observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, CONTRACTOR shall submit the required report to the appropriate government or law enforcement agency.

44. **SEXUAL HARASSMENT**

CONTRACTOR shall have a sexual 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 annually provide a copy of the sexual harassment policy to all employees, along with information regarding the laws concerning sexual harassment and related procedures. See Accident/Incident Report Section 30. Furthermore, if CONTRACTOR is subject to the requirements of Government Code section 12950.1, regarding sexual harassment training for supervisors, CONTRACTOR shall comply with these requirements.

V. FINANCIAL SECTION

45. SCHOOL CALENDAR

- a. It is understood that related services are provided consistent with the public school calendar. Any additional days must be approved in writing by the LEA's authorized representative. Creditable units of service are those specified in the IEP/IFSP or ISA for NPA services for each pupil.
- b. Educational services shall occur at the school site, unless otherwise specified by the pupils' IEP/IFSP.
- c. LEA observes legal holidays including, but not limited to, the following: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, and Memorial Day, as specified in the LEA's official calendar. The NPA services may not be provided on these days without prior written approval by the LEA.

46. ABSENCES

The LEA shall not be responsible for the payment of educational services when the pupil is absent. CONTRACTOR shall notify LEA in writing when the pupil's absences exceed three (3) sessions. Make-up sessions may be scheduled, but shall be limited to a thirty (30) calendar day period following when the original services were scheduled, unless otherwise agreed. CONTRACTOR shall provide all make-up related services during a time mutually agreed upon between the CONTRACTOR and the LEA.

47. ATTENDANCE RECORDS

- a. CONTRACTOR shall keep records of each pupil's daily attendance in a register, report or record, with the pupil's absences clearly identified. These records shall be used to report the attendance of pupils as set forth in California Education Code § 56366 (a) (7). CONTRACTOR shall also keep a register, report, or record identifying all related services provided to a pupil, which will be signed by the related service provider verifying that the services were provided as indicated on the register, report or record. CONTRACTOR shall provide copies of the signed daily attendance records and related services registers with the monthly invoices submitted to the LEA for payment.
- b. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for auditing attendance reporting.

48. MAINTENANCE OF RECORDS

Any of the following records that exist shall be maintained by CONTRACTOR for at least five years from the date of origination, or as long as otherwise required by law (CCR 3061(b)): registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; 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, dates of hire, and dates of termination; non-exempt staff time sheets; non-paid volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; cash receipts and disbursement records; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks.

49. PAYMENT UNIT

A unit of service for payment purposes is one (1) hour of related services, or portion thereof.

CONTRACTOR shall notify LEA when Medi-Cal is billed for education related expenses.

50. RATE SCHEDULE

Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP/IFSP and the charges for such service(s) during the term of this Master Contract shall be as follows:

<u>Designated Instruction and Services</u>	<u>Rate</u>	<u>Basis* (specify)</u>
(1) Speech-Language Therapy	<u>\$ 95.00</u>	per <u>60</u> Minutes
(2) Speech-Language Therapy @ Clinic	<u>\$125.00</u>	per <u>60</u> Minutes
(3) Speech-Language Assessment	<u>\$1,125.00</u>	
(4) Vision Therapy	\$ _____	per _____ Minutes
(5) Behavior Therapy	\$ _____	per _____ Minutes
(6) Music Therapy	\$ _____	per _____ Minutes
(7) Hydrotherapy	\$ _____	per _____ Minutes
(8) Orientation & Mobility	\$ _____	per _____ Minutes
(9) Transportation – Other, specify:	\$ _____	per _____ Minutes
(10) Behavior Intervention/Implementation (Tutor)	\$ _____	per _____ Minutes
(11) Behavior Intervention/Development (Supervision)	\$ _____	per _____ Minutes
(12) Other, specify:	\$ _____	per _____
(13) Other, specify:	\$ _____	per _____
(14) Other, specify:	\$ _____	per _____
(15) Other, specify:	\$ _____	per _____
(16) Other, specify:	\$ _____	per _____

<u>Other Services</u>	<u>Rate</u>	<u>Period Basis* (specify)</u>
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(1) IEP Meeting Attendance	\$ 95.00	per 60 Minutes
(2) One-on-One Aide	\$ _____	per Day Hour
(3) Assessments/Testing/Evaluations	\$ _____	per _____

* Basis of rate, such as: per # of Minutes, per Session, per Clinical Hour, per Day, per Hour, Flat Rate.

51. PAYMENT DEMAND

CONTRACTOR shall submit written invoices for payment on a monthly basis. CONTRACTOR shall submit said invoice for payment for services rendered via U.S. mail, other delivery service, or in person, no later than thirty (30) days after the end of the attendance accounting period in which said services are actually rendered. The LEA is not required to accept invoices that are submitted more than six (6) months after the expiration of this Master Contract. Proof of receipt may be established by return receipt requested through the mail, by proof of personal delivery, or any other reliable means. CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (i.e., roll books for the basic education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount, as well as all related services at the agreed upon rates. Payment shall be made within forty-five (45) days of receipt by LEA of invoices properly submitted and approved by LEA. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of an invoice, the LEA shall not withhold any payment. If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

CONTRACTOR shall submit rebilling invoices, via U.S. mail, other delivery service, or in person, no later than thirty (30) calendar days after the date deficiencies are corrected by the CONTRACTOR. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of a rebilled invoice, the LEA shall not withhold any payment. If the rebilled payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

The LEA is not responsible for the costs associated with NPA services until the date on which an IEP/IFSP meeting is convened pursuant to law during which the IEP/IFSP team determines that a NPA services are appropriate, and the IEP/IFSP is signed by all necessary parties, including the SELPA/LEA pupil's parent or another adult with educational decision-making rights.

52. RIGHT TO WITHHOLD

LEA has the right to withhold payment to CONTRACTOR, when LEA has reliable evidence described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) CONTRACTOR has not performed a service identified in the invoice; (B) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review or audit of its program, work, or records; (C) education and/or related services is provided to LEA pupils by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (D) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (E) CONTRACTOR has failed to provide to LEA all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program within seven (7) days after school closure; (F) CONTRACTOR fails to notify LEA of a change of pupil's residence to a residence outside of LEA's attendance areas, within three (3) school days of when CONTRACTOR becomes aware of said change; (G) Educational funds received by CONTRACTOR from the LEA for the educational costs of pupils it has placed in the NPA were not used solely for those purposes but rather for the costs of a residential program.

If the basis for the withholding is subsection B and/or E of this section, the LEA may only withhold the proportionate amount of the bill related to that pupil or service for whom or which documents were not provided in accordance with this Master Contract, and may only withhold the amount until the documents are provided. If the basis for the withholding is subsection A, and/or D, LEA may only withhold the value of the service CONTRACTOR failed to perform or the amount of the overpayment. If the basis for the withholding is subsection C, LEA may only withhold payment for services provided by the individual for the period of time the individual was not properly licensed, credentialed, or otherwise qualified to provide that service. If the basis for the withholding is subsection F of this section, LEA may only withhold payment for service provided to a specific pupil three (3) days after CONTRACTOR becomes aware that the pupil moved to a residence outside of the LEA attendance area and failed to notify the LEA of this change in residence. If the basis for the withholding is subsection G, the LEA may only withhold the proportionate amount of the bill related to the funds received and used for purposes prohibited by subsection G.

If 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 to CONTRACTOR. Such notice shall specify the basis for LEA 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 LEA withholding payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend Contractor's time to respond by an additional thirty (30) days.

53. INSPECTION AND AUDIT OF FINANCIAL RECORDS

Upon request of LEA which shall include the reason for the request of records, and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following record within ten business (10) days, except as otherwise provided by state and federal law: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; 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, dates of hire, and dates of termination; staff time sheets; non-paid volunteer sign-in sheets; verification of staff training, transportation and other related

services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; bank statements and cancelled checks. CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by LEA, a state agency, a federal agency, and/or independent agency/firm in a reasonable and timely manner. CONTRACTOR shall maintain cost data to verify the annual operating budget for providing special education and related services to LEA, which shall be made available for the relevant Master Contract period being audited. Fiscal records shall be maintained by CONTRACTOR for five (5) years after their origination and shall be available for audit.

54. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions related to its educational program and identified by auditors hired by LEA or by appropriate state or federal audit agencies occurring because of CONTRACTOR's performance of this Master Contract.

If an inspection, review, or audit by LEA, CONTRACTOR, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR or LEA owes the other party monies as a result of over billing, under payment, or failure to perform, in whole or in part, any of its obligations under this Master Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand. In the event that the party from whom payment is demanded disputes that any payment is owed, the matter shall be resolved in accordance with the Dispute Resolution section in section 9 of this Master Contract.

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

CONTRACTOR

LEA

ADVANTES SPEECH THERAPY SERV., INC.

FULLERTON SCHOOL DISTRICT

Print Name of Nonpublic, Nonsectarian Agency

Print Name of LEA

Contracting Officer's Signature

Authorized Representative's Signature

PHILIP LEE, DIRECTOR OF BUS. DEV.

LOURENE K. HAPPOLDT, DIRECTOR

Print Name and Title

Print Name and Title

Date

February 11, 2009

Date

APPROVED BY THE LOCAL EDUCATION
AGENCY GOVERNING BOARD ON: FEBRUARY 11TH, 2009.

CONSENT ITEM

DATE: February 10, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE STUDENT TEACHING AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, LONG BEACH COMMENCING FEBRUARY 11, 2009 THROUGH FEBRUARY 10, 2013

Background: California State University, Long Beach is accredited to provide a teaching program leading to a California credential. The terms and conditions of this agreement are commensurate with those from other universities and colleges. The University will pay the District for providing master teachers to student teachers. The University determines the rate of the stipend, which will be calculated on the rate of \$20.00 per semester unit per student.

Rationale: Pursuant to Section 11006 of the Education Code, the Governing Board of any school district is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide any student teaching experience to students enrolled in the program.

Funding: Not applicable.

Recommendation: Approve student teaching agreement with California State University University, Long Beach commencing February 11, 2009 through February 10, 2013.

MD:cs
Attachment

STUDENT TEACHING AGREEMENT

Agreement Number: 13-475-0109

This AGREEMENT entered into by and between the State of California through the Trustees of the California State University on behalf of the State University, noted below, all of which are hereinafter called State or State University, and the School district, noted below, hereinafter called the District.

WITNESSETH

WHEREAS, the District is authorized to enter into agreements with the State, to provide multiple subject student teaching experience through practice teaching to students enrolled in teacher training curricula of the State University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

NOW, THEREFORE, it is mutually agreed between the State and the District as follows:

SPECIAL PROVISIONS

The State University and the District are as follows:

California State University, Long Beach
1250 Bellflower Blvd, BH-345
Long Beach, CA 90840

Fullerton School District
1401 West Valencia Drive
Fullerton

The Term of the Agreement is from 2/11/2009 to 2/10/2013. The term of the agreement beyond the current Fiscal Year is contingent upon availability of funds each fiscal year.

The State shall pay District for such services at the RATE AND AMOUNT of \$20.00 per semester unit per student.

GENERAL TERMS

1. The District shall provide to State University students teaching experience through practice teaching in school and classes of the District not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the State through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for practice teaching any student of the State University assigned to practice teaching in the District and upon request of the District, made for good cause, the State shall terminate the assignment of any student of the University to practice teaching in the District.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credential issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. The State will pay the District for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately 20 minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during regular session.

3. An assignment of a student of the State University to practice teaching in schools or classes of the District shall be, at the discretion of the State, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the State University to practice teaching in such schools or classes.

The assignment of a student of the State University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the State University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the State University to practice teaching is terminated by the State University for any reason, the District shall receive payment on account of such student except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the District shall receive payment for an assignment for nine (9) weeks only. If a student is assigned by the State University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. Within a reasonable time following the close of each semester or quarter of the State University, the District shall submit an invoice, in triplicate, to the State University for payment, at the rate provided herein, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The District shall attach to the invoice a certificate, in triplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The State will pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State.
5. Notwithstanding any other provisions of this agreement, the State shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.
6. All Workers' Compensation insurance shall be at the cost of the University unless otherwise provided herein, and all premiums therefore shall be paid by the State.

SCHOOL DISTRICT

Fullerton School District

By: Ellen Ballard

Clerk, Governing Board

Title

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on February 10, 2009.

"It was moved, seconded and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the Fullerton School District is hereby authorized to execute the same."

Fullerton School District

(District)

Orange

(County)

By _____
Clerk, Secretary (strike one) of the Governing Board of the School District

STATE OF CALIFORNIA
TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

General Fund/Instruction 20366-01. Amount of this contract is contingent upon availability of funds.

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.

By _____
Controller or Designee Date

By _____
Purchasing Manager or Designee Date

ACTION ITEM

DATE: February 10, 2009
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., District Superintendent
PREPARED BY: Kathy Ikola, Assistant to the Superintendent
SUBJECT: **APPROVE REVISED BOARD POLICY 0410 NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES**

Background: Per Education Code 260 and the implementing regulations at 5 CCR 4900-4965, the Board of Trustees has the primary responsibility for ensuring that District programs and activities are free from discrimination on the basis of sex, gender, disability, among other categories. Upon review of the current Board Policy 0410, it was noted that it was time to revise this policy to reflect current laws and practice.

The revised Board Policy 0410 was presented to the Board of Trustees for a first reading at the January 20, 2009 Board Meeting. Input was received and this action item serves as the second reading and approval for this revised Board Policy 0410.

Rationale: Maintaining orderly educational and administrative processes helps to ensure that school site and District facilities remain safe and secure environments for students and staff alike, as well as promotes our motto, "*Great Schools – Successful Kids.*"

Funding: Not applicable.

Recommendation: Approve revised Board Policy 0410 Nondiscrimination in District Programs and Activities.

MH:ki
Attachments

FULLERTON SCHOOL DISTRICT

PHILOSOPHY, GOALS, OBJECTIVES AND COMPREHENSIVE PLANS

Policy No.: 0410

Nondiscrimination in District Programs and Activities – Page 1

Board Adopted:

The Board of Trustees is committed to equal opportunity for all individuals in education. District programs and activities shall be free from discrimination based on gender, sex, race, color, religion, ancestry, national origin, ethnic group identification, marital or parental status, physical or mental disability, sexual orientation or the perception of one or more of such characteristics. The Board shall promote programs, which ensure that discriminatory practices are eliminated in all District activities.

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act.

The Superintendent or designee shall ensure that the District provides auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, notetakers, written materials, taped text and Braille or large print materials.

Individuals with disabilities shall notify the Superintendent or school site principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program or meeting.

The Superintendent or designee shall notify students, parents/guardians, employees, employee organizations and applicants for admission and employment and sources of referral for applicants about the District's policy on nondiscrimination. Such notification shall be included in each announcement, bulletin, catalog, application form or other recruitment materials distributed to these groups.

The Superintendent or designee shall also provide information about related compliant procedures.

In compliance with law, the District's nondiscrimination policy shall be published in the individual's primary language to the extent practicable.

Legal Reference:	Education Code	
	200-262.4 48985	Prohibition of discrimination Notices to parents in language other than English
	Government Code	
	11000 11138 12900-12996 54953.2	Definitions Rules and regulations Fair Employment and Housing Act Brown Act compliance with Americans with Disabilities Act

FULLERTON SCHOOL DISTRICT

PHILOSOPHY, GOALS, OBJECTIVES AND COMPREHENSIVE PLANS

Policy No.: 0410

Nondiscrimination in District Programs and Activities – Page 2

Board Adopted:

Legal Reference continued:

Code of Regulations, Title 5
4900-4965 Nondiscrimination in elementary & secondary education programs receiving State financial assistance

United States Code, Title 20
1400-1482 Individuals with Disabilities in Education Act
1681-1688 Discrimination based on sex or blindness, Title IX
2301-2415 Carl D. Perkins Vocational and Applied Technology Act
6311 State plans
6312 Local education agency plans

United States Code, Title 29
794 Section 504 of the Rehabilitation Act of 1973

United States Code, Title 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000h-2000h-6 Title IX
12101-12213 Americans with Disabilities Act

Code of Federal Regulations, Title 28
35.101-35.190 Americans with Disabilities Act
36.303 Auxiliary aids and services

Code of Federal Regulations, Title 34
100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the basis of sex, effectuation Title IX, especially:
106.9 Dissemination of policy

PHILOSOPHY - GOALS - OBJECTIVES AND COMPREHENSIVE PLANS

Affirmative Action Plan

The Board of Trustees recognizes a basic commitment to equal opportunity for all individuals in both employment and education. It is the policy of the Board to uphold Federal and State laws and other directives in promoting an affirmative action program which insures that discriminatory practices are eliminated in all aspects of District employment and in its educational programs.

Education

The Board reaffirms its commitment to equal educational opportunity for all students and the prohibition of discrimination on the basis of sex, race, color, creed, religion, ancestry, national origin, social or economic status, and parental or marital status.

The Board fully recognizes the importance of providing all students with the proper environment to grow emotionally and intellectually through participation in the full range of educational programs and activities. It is the policy of the Board to insure equal educational opportunity in activities which include, but are not limited to, the following: course offerings, guidance and counseling, athletic programs, and testing procedures.

Therefore, the Board believes an intensive affirmative action program is an essential part of all educational policies and programs which seek to develop each student's full potential and foster an appreciation for cultural diversity in our society.

Employment

The Board reaffirms its position as an equal opportunity employer and upholds the right of every person to be employed and to advance on the basis of merit, ability and potential. Employment discrimination on the basis of sex, race, color, creed, religion, national origin, age, or non-job related handicap or disability is prohibited.

The Board's affirmative action program ensures that a policy of equal access to all areas of employment within the District is implemented. The principles of equal opportunity are an integral element of the Board's affirmative action program and extend to every aspect of employment including, but not limited to, the following: Recruitment, selection, training, apprenticeships, salary, promotion, tenure, demotion or transfer, or other forms of compensation including fringe benefits.

This policy shall be made available to all employees, students, parents, and other interested members of the community.

Legal Reference: Education Code
200-262 Prohibition of discrimination on the basis of sex
44100-44105 Affirmative action employment

Title VII, Civil Rights Act, as amended by
Title IX, Equal Employment Opportunity Act

Executive Order 11246

Equal Pay Act of 1963

Title IX of the Education Amendments of 1972 (Higher Education Act)

Administrative Code, Title 5
30-31 Affirmative Action Employment Programs
90-101 Plans to alleviate racial and ethnic segregation of minority students

Government Code
12920-12921 Nondiscrimination
12940 et seq. Discrimination prohibited; unlawful practices, generally

Adopted: January 27, 1987

ACTION ITEM

DATE: February 10, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
SUBJECT: APPROVE REVISED BOARD POLICY 6153 SCHOOL-SPONSORED TRIPS

Background: The Board of Trustees recognizes that school-sponsored trips enrich the classroom learning experience. Upon review of the current Board Policy 6153, it was noted that it was time to revise this policy to reflect current laws and practice.

This revised Board Policy 6153 was presented to the Board of Trustees for a first reading at the January 20, 2009 Board meeting. Input was received and this action item serves as the second reading and approval for this revised Board Policy.

Rationale: Maintaining orderly educational and administrative processes helps to ensure that school site and District facilities remain safe and secure environments for students and staff alike, as well as promotes our motto, "*Great Schools – Successful Kids.*"

Funding: Not applicable.

Recommendation: Approve revised Board Policy 6153 School-Sponsored Trips.

JM:nm
Attachments

REVISED BOARD POLICY

FULLERTON SCHOOL DISTRICT

INSTRUCTION

Policy No.: 6153

School-Sponsored Trips

Board Adopted:

The Board of Trustees recognizes that school-sponsored trips are an important component of a student's development and supplement and enrich the classroom learning experience. School-sponsored trips may be conducted in connection with the District's standards-based course of study or school-related social, educational, cultural, athletic, school band activities or other extracurricular or cocurricular activities.

Requests for school-sponsored trips involving out-of-state or overnight travel shall be submitted to the Superintendent or designee. The Superintendent or designee shall review the request and make a recommendation to the Board as to whether the request should be approved by the Board. All other school-sponsored trips shall be approved in advance by the principal.

The principal shall establish a process for approving a staff member's request, based on District guidelines referenced in Administrative Regulation 6153. When planning trips, staff shall consider student safety, objectives of instruction, the most effective use of instructional time, the distance from school, District and student expense and transportation and supervision requirements. Principals may exclude from the trip any student whose presence on the trip would pose a safety or disciplinary risk.

No field trip shall be authorized if any student would be excluded from participation because of a lack of sufficient funds. The Superintendent, school site principal or designee shall coordinate with community groups to supply funds for students in need. (Education Code 35330)

District funds shall not be used to pay student expenses for out-of-state field trips or excursions. However, expenses of instructors, chaperones and other personnel participating in such trips, as well as incidental expenses for the use of District equipment during the trip, may be paid from District funds. (Education Code 35330)

Staff/adult to student ratio for school-sponsored trips shall not be greater than 12 students to one staff member/adult.

Legal Reference:	Education Code	
	8760	Authorization of outdoor science and conservation programs
	32040-32044	First aid equipment: field trips
	35330	Excursions and field trips
	35331	Provision for medical or hospital service for pupils (on field trips)
	35332	Transportation by chartered airline
	35350	Transportation of students
	44808	Liability when pupils not on school property
	48908	Duties of pupils; authority of teachers

CURRENT BOARD POLICY

FULLERTON SCHOOL DISTRICT

INSTRUCTION

Policy No.: 6153

School-Sponsored Trips

Board Adopted: November 28, 2006

The Board of Trustees recognizes that school-sponsored trips are important components of a student's development. Besides supplementing and enriching classroom learning experiences, such trips encourage new interests among students, make them more aware of community resources, and help them relate their school experiences to the outside world. The Board of Trustees believes that careful planning can greatly enhance the value and safety of such trips.

Special trip expense funds may be established when necessary for fund-raising purposes. No student shall be excluded on the basis of financial need.

All trips involving out-of-state or overnight travel shall require approval of the Supervisor of Risk Management prior to receiving Board of Trustees approval. Other trips may be approved by the Superintendent.

The principal shall ensure that teachers develop plans which provide for the safety of students and their proper supervision by certificated staff on all school-sponsored trips. Other school employees and parents/guardians also may participate in this supervision and may be asked to attend preparatory training sessions and/or meetings.

Study Trips

In advance of a study trip, teachers shall determine educational objectives which relate directly to the standards. Principals shall ensure that teachers develop plans which provide for the best use of students' learning time while on the trip. Teachers also shall provide appropriate instruction before and after the trip.

Legal Reference:	Education Code	
	8760	Authorization of Outdoor Science and Conservation Programs
	32040	Duty to Equip School with First Aid Kit
	32041	Field Trips
	32043	Snakebite Kits on Field Trips
	32044	Violations
	35330	Excursions and Field Trips
	35331	Provision for Medical or Hospital Service for Pupils (on Field Trips)
	35332	Transportation by Chartered Airline
	35350	Transportation of Students
	44808	Liability When Pupils not on School Property
	48908	Duties of Pupils; Authority of Teachers

DISCUSSION/ACTION ITEM

DATE: February 10, 2009
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., District Superintendent
SUBJECT: **ADOPT RESOLUTION #08/09-09 OF THE FULLERTON SCHOOL DISTRICT TO OPPOSE FURTHER CUTS TO EDUCATION FUNDING AND URGE THE LEGISLATURE AND THE GOVERNOR TO IMMEDIATELY SOLVE THE BUDGET CRISIS WITH A BALANCED APPROACH THAT INCLUDES REVENUE INCREASES**

Background: School districts must continue to remind State Legislators and the electorate that public education is the cornerstone of this Country's democracy. Since the passage of Proposition 98 in 1978, school funding in California, relative to other states, has declined, as has California's comparative position to the National average. Public school funding in California is clearly inadequate, and reducing these resources even more will certainly make an existing problem that much worse.

Rationale: School districts are in uncharted territory this year as the State sifts through an unprecedented fiscal crisis and a proposed massive mid-year cut in K-12 revenue for 2008/2009.

Funding: Not applicable.

Recommendation: Adopt Resolution #08/09-09 of the Fullerton School District to oppose further cuts to education funding and urge the Legislature and the Governor to immediately solve the budget crisis with a balanced approach that includes revenue increases.

MH:ds
Attachment

**FULLERTON SCHOOL DISTRICT
RESOLUTION #08/09-09
TO OPPOSE FURTHER CUTS TO EDUCATION FUNDING AND URGE THE LEGISLATURE AND
THE GOVERNOR TO IMMEDIATELY SOLVE THE BUDGET CRISIS WITH A BALANCED
APPROACH THAT INCLUDES REVENUE INCREASES**

WHEREAS, California's more than six million students deserve the highest quality education; and

WHEREAS, the Legislature and the Governor already imposed \$2.8 billion in education cuts in September 2008 resulting in significant reduction of essential programs and services to students that are integral to their success, and

WHEREAS, these cuts have resulted in teacher layoffs and increased class sizes Statewide, not to mention a further erosion of the support system for students provided by thousands of classified and paraprofessional staff that have also been laid off; and

WHEREAS, the Legislature and the Governor propose to cut school budgets even further in the middle of the current school year, compounded by deep cuts in 2009/2010, resulting in districts having \$1,500 less per student than they need to maintain programs and services for students of two years ago; and

WHEREAS, very broad fiscal flexibility that protects revenue limit programs, including adult education and ROC/P, is essential for maximum local decision-making and would allow districts to prioritize during the budget crisis; and

WHEREAS, the Governor's budget plan also illegally manipulates Proposition 98, the State's minimum school funding law, to permanently cut at least \$7 billion from California's students, in violation of the California Constitution; and

WHEREAS, further budget reductions to education are fundamentally inconsistent with the State's goal of improving student achievement at a time when California's students are making progress toward meeting rigorous State and Federal education standards; and

WHEREAS, the budget problem was not created by students, and fixing it should not come at the expense of students' educational progress and success.

NOW, THEREFORE, BE IT RESOLVED that the Fullerton School District adamantly opposes further cuts to education funding and urges the Legislature and the Governor to immediately solve the budget crisis with a balanced approach that includes revenue increases; and

BE IT FURTHER RESOLVED that the Fullerton School District supports broad local budget flexibility that protects revenue limit programs and helps the Fullerton School District prioritize the resources it has to best serve the needs of its students.

SIGNED THIS 10TH DAY OF FEBRUARY 2009.

Hilda Sugarman, President, Board of Trustees

DISCUSSION/ACTION ITEM

DATE: February 10, 2009
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., District Superintendent
SUBJECT: APPROVE 2009 CALIFORNIA SCHOOL BOARDS ASSOCIATION (CSBA) DELEGATE ASSEMBLY ELECTION CANDIDATES

Background: The California School Boards Delegate Assembly plays a key role in the California School Boards Association (CSBA) governance structure. Nominations for representatives to the CSBA Delegate Assembly were accepted by CSBA in January 2009. As a result of those nominations, there are eleven candidates for eight vacancies in the California School Boards Delegate Assembly, Region 15. The ballot also has a provision for write-in candidates if Trustees choose to vote for an individual whose name is not printed on the ballot. Ballots must be postmarked and returned to CSBA in Sacramento on or before Monday, March 16, 2009.

Rationale: The California School Boards Association (CSBA) conducts this annual Delegate Assembly election, and the Board of Trustees are afforded the opportunity to vote for candidates.

Funding: Not applicable.

Recommendation: Approve 2009 California School Boards Association (CSBA) Delegate Assembly Election candidates.

MH:ds
Attachment

THIS COMPLETE, ORIGINAL BALLOT MUST BE SIGNED BY THE SUPERINTENDENT OR BOARD CLERK AND POSTMARKED AND RETURNED NO LATER THAN MONDAY, MARCH 16, 2009. ONLY ONE BALLOT PER BOARD. A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2009 DELEGATE ASSEMBLY BALLOT
REGION 15
(Orange County)

Number of Vacancies: 8 (Vote for no more than 8 candidates)
Delegates will serve two-year terms beginning April 1, 2009 – March 31, 2011

*denotes incumbent

- | | |
|--|---|
| <input type="checkbox"/> Bonnie P. Castrey (Huntington Bch. UHSD)* | <input type="checkbox"/> Sue Kuwabara (Irvine USD)* |
| <input type="checkbox"/> Michael Collier (Newport-Mesa USD) | <input type="checkbox"/> Jose F. Moreno (Anaheim City SD)* |
| <input type="checkbox"/> Judy Edwards (Fountain Valley SD)* | <input type="checkbox"/> Andrew Nguyen (Westminster SD) |
| <input type="checkbox"/> Karin M. Freeman (Placentia/YL USD)* | <input type="checkbox"/> Robert A. Singer (Fullerton Joint UHSD)* |
| <input type="checkbox"/> Matthew Harper (Huntington Bch. UHSD) | <input type="checkbox"/> Elizabeth (Beth) Swift (Buena Park SD)* |
| <input type="checkbox"/> Celia Jaffe (Huntington Bch. City SD)* | |

Provision for Write-In Candidate

School District

Provision for Write-In Candidate

School District

Provision for Write-In Candidate

School District

Signature of Superintendent or Board Clerk

Title

Fullerton School District