

CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, CA 92675

BOARD OF TRUSTEES
Regular Meeting

May 9, 2011

Closed Session 6:00 p.m.
Open Session 7:00 p.m.

AGENDA

CLOSED SESSION AT 6:00 P.M.

1. **CALL TO ORDER**
2. **CLOSED SESSION COMMENTS**
3. **CLOSED SESSION** (as authorized by law)

A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

EXHIBIT 3 A

Number of Cases: One
(Pursuant to Education Code §54956.9{a})

Superior Court of the State of California
County of Orange – Central Justice Center
Case No. 00300788
Whispering Hills LLC v. Capistrano Unified School District

B. STUDENT EXPULSIONS

EXHIBITS 3 B1-B7

Deliberations of Findings of Fact and Recommendations
(Pursuant to Education Code §48918{c} and §35145)

C. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL RELEASE

(Pursuant to Government Code §54957)

D. CONFERENCE WITH LABOR NEGOTIATORS

Dr. Joseph M. Farley/Jodee Brentlinger/Ron Lebs

Employee Organization:

- 1) Capistrano Unified Education Association (CUEA)
- 2) Capistrano School Employees Association (CSEA)
- 3) Teamsters
- 4) Unrepresented Employees (CUMA)

RECORDING OF SCHOOL BOARD MEETINGS

In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings will be audio recorded.

OPEN SESSION AT 7:00 P.M.

1. PLEDGE OF ALLEGIANCE

2. ADOPTION OF THE AGENDA – ROLL CALL

3. REPORT ON CLOSED SESSION ACTION

4. SPECIAL RECOGNITIONS

*Laurie Lowy, Bonnie Liedlich, Betsy Schmitz – CUSD Teachers of the Year
Student Body Presidents' Report – Aliso Niguel and Tesoro High Schools*

5. BOARD AND SUPERINTENDENT COMMENTS

6. ORAL COMMUNICATIONS (Non-Agenda Items)

Oral Communications will occur immediately following Board and Superintendent Comments. The total time for Oral Communications shall be twenty (20) minutes. Individual presentations are limited to a maximum of three (3) minutes per individual.

DISCUSSION/ACTION ITEMS

7. RESOLUTION NO. 1011-54 - CALIFORNIA DAY OF THE TEACHER:

Approval of Resolution No. 1011-54, recognition of May 11, 2011, as “California Day of the Teacher.” This resolution serves as official notice to all employees, as well as all citizens of Capistrano Unified School District, of the Board's recognition of the excellent service provided by its certificated staff.

Contact: Marcus Walton, Chief Communication Officer

DISCUSSION/
ACTION

Vote _____

Page 1

EXHIBIT A

Staff Recommendation

It is recommended the Board President recognize Marcus Walton, Chief Communications Officer, who will present this item.

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1011-54, California Day of the Teacher.

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Larson Ishii _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

Trustee Brick _____

8. RESOLUTION NO. 1011-55 - CLASSIFIED SCHOOL EMPLOYEES WEEK:

Approval of Resolution No. 1011-55, recognition of May 16 - 20, 2011, as “Classified School Employees Week.” Capistrano Unified School District traditionally recognizes the contributions of its classified employees during this special week. This resolution serves as official notice to all classified employees, as well as all citizens of Capistrano Unified School District, of the Board's recognition of the excellent service provided by its classified personnel.

Contact: Marcus Walton, Chief Communication Officer

DISCUSSION/
ACTION

Vote _____

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EXHIBIT B

Staff Recommendation

It is recommended the Board President recognize Marcus Walton, Chief Communications Officer, who will present this item.

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1011-55, Classified School Employees Week.

Motion by _____	Seconded by _____
ROLL CALL:	
Student Advisor Larson Ishii _____	
Trustee Addonizio _____	Trustee Hatton _____
Trustee Alpay _____	Trustee Palazzo _____
Trustee Bryson _____	Trustee Pritchard _____
	Trustee Brick _____

9. **RESOLUTION NO. 1011-51 - EXECUTION OF THE SETTLEMENT AGREEMENT, FIRST AMENDED IMPACT MITIGATION AGREEMENT, AND FIRST AMENDED AND RESTATED JOINT COMMUNITY FACILITIES AGREEMENT RELATING TO REDUCING SPECIAL TAXES OF COMMUNITY FACILITIES DISTRICT NO. 2005-1:**
- DISCUSSION/
ACTION
Vote _____
Page 5
EXHIBIT C

The Board of Trustees, acting solely as the approving agent for the Capistrano Unified School District, is requested to approve and adopt Resolution No. 1011-51, which authorizes the execution of the following three agreements on behalf of the District:

1. Settlement Agreement.
2. First Amended Impact Mitigation Agreement.
3. First Amended and Restated Joint Community Facilities Agreement Relating to Reducing Special Taxes of Community Facilities District No. 2005-1.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

Staff Recommendation:

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who will present this item.

Following discussion, it is recommended the Board adopt Resolution No. 1011-51, Resolution of the Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills), Approving and Authorizing the Execution of First Amended Impact Mitigation Agreement and First Amended and Restated Joint Community Facilities Agreement Relating to Reducing Special Taxes of Community Facilities District No. 2005-1.

Motion by _____	Seconded by _____
ROLL CALL:	
Student Advisor Larson Ishii _____	
Trustee Addonizio _____	Trustee Hatton _____
Trustee Alpay _____	Trustee Palazzo _____
Trustee Bryson _____	Trustee Pritchard _____
	Trustee Brick _____

10. **RESOLUTION NO. 1011-52 - EXECUTION OF THE FIRST AMENDED IMPACT MITIGATION AGREEMENT, AND FIRST AMENDED JOINT COMMUNITY FACILITIES AGREEMENT RELATING TO REDUCING SPECIAL TAXES OF COMMUNITY FACILITIES DISTRICT NO. 2005-1:**
- DISCUSSION/
ACTION
Vote _____
Page 13
EXHIBIT D

The Board of Trustees, acting as the legislative body of Community Facilities District 2005-1 (Whispering Hills) of the Capistrano Unified School District, is requested to approve and adopt Resolution No. 1011-52, which authorizes the execution of the following three agreements on behalf of the District:

1. Settlement Agreement.
2. First Amended Impact Mitigation Agreement.
3. First Amended and Restated Joint Community Facilities Agreement Relating to Reducing Special Taxes of Community Facilities District No. 2005-1.

Staff Recommendation:

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who will present this item.

Following discussion, it is recommended the Board adopt Resolution No. 1011-52, Resolution of the Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills), Approving and Authorizing the Execution of First Amended Impact Mitigation Agreement and First Amended Joint Community Facilities Agreement Relating to Reducing Special Taxes of Community Facilities District No. 2005-1.

Motion by _____	Seconded by _____
ROLL CALL:	
Student Advisor Larson Ishii _____	
Trustee Addonizio _____	Trustee Hatton _____
Trustee Alpay _____	Trustee Palazzo _____
Trustee Bryson _____	Trustee Pritchard _____
	Trustee Brick _____

11. **PUBLIC HEARING: RESOLUTION NO. 1011-53 – CONTINUING THE PUBLIC HEARING FOR CONSIDERATION OF SUPPLEMENTAL SPECIAL TAX REVISION PROCEEDINGS REDUCING SPECIAL TAXES OF FACILITIES DISTRICT NO. 2005-1 (WHISPERING HILLS):**
- DISCUSSION/
ACTION
Vote _____
Page 19
EXHIBIT E

The Board of Trustees, acting as the legislative body of Community Facilities District 2005-1 (Whispering Hills) of the Capistrano Unified School District, is requested to approve and adopt Resolution No. 1011-53, which continues the public hearing related to the consideration of altering the rate and method of apportionment and reducing the levy of special taxes within Community Facilities District No. 2005-1.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

Staff Recommendation:

Following the Public Hearing, it is recommended the Board approve Resolution No. 1011-53, entitled “Resolution of the Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of the Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills), Continuing Public Hearing for Consideration of Altering the Rate and Method of Apportionment and Reducing the Levy of Special Taxes within Community Facilities District No. 2005-1.”

Motion by _____	Seconded by _____
ROLL CALL:	
Student Advisor Larson Ishii _____	
Trustee Addonizio _____	Trustee Hatton _____
Trustee Alpay _____	Trustee Palazzo _____
Trustee Bryson _____	Trustee Pritchard _____
	Trustee Brick _____

12. RESOLUTION NO. 1011-48 – ROLE OF BOARD: POWERS AND RESPONSIBILITIES:

At the March 23, 2011, Board meeting, Trustees reviewed a previously adopted resolution on the role, powers, and responsibilities of the Board. The Board suggested numerous revisions and changes in the previous resolution that were incorporated and presented at the April 11, 2011, Board meeting. Additional changes were made by the Board and Trustees voted to continue the item to the April 27 meeting. Trustee Hatton present a revised version of the resolution for Board consideration and asked that this item be continued to the May 9, 2011, Board meeting.

Contact: Joseph M. Farley, Superintendent

Staff Recommendation:

Following Trustee review of the changes to this resolution, it is requested the Board adopt Resolution No. 1011-48, Role of the Board: Powers and Responsibilities, reaffirming the statement regarding the general powers and responsibilities of the Board.

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Larson Ishii _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

Trustee Brick _____

13. RESOLUTION NO. 1011-56 – ADOPTION OF PROPOSED DECISION IN THE MATTER OF TEACHER LAYOFF HEARINGS:

At its meeting of February 22, 2011, the Board of Trustees adopted Resolution Number 1011-39, which eliminated or reduced particular kinds of services or programs being provided by certificated staff and authorized the issuance of release from their temporary employment contract effective the end of the 2010-2011 school year. Temporary release notices were issued prior to the March 15, 2011 certificated layoff timeline.

Under the layoff statutes, temporary certificated employees hired using categorical funding sources, as defined by Ed Code §44909 have limited due process rights. On Tuesday, April 12, 2011, the District conducted a hearing before an administrative law judge provided by the California Office of Administrative hearings. Administrative law judge, Daniel Juarez issued a proposed decision in the matter on May 4, 2011.

The Administrative Law Judge's decision confirmed that the District fulfilled all of its legal obligations to reduce and/or eliminate services impacting a total of 348 employees. In order to preserve the Board's ability to maximize all budget flexibility options, while at the same time honoring their intention to save employee jobs, staff recommends to issue final release notices to the 348 employees. The statutory deadline does not allow for noticing employees after the May 14th deadline; however, the District may rehire some or all teachers after that date. As the fiscal status of the District is further defined through the month of May and June, employees may be rehired. All teachers recommended to receive final notices are listed in Exhibit G.

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

DISCUSSION/
ACTION

Vote _____

Page 23

EXHIBIT F

DISCUSSION/
ACTION

Vote _____

Page 24a

EXHIBIT G

Staff Recommendation

It is recommended the Board adopt final Resolution 1011-56, the proposed decision of the Administrative Law Judge, and authorize final release notices in accordance with this decision.

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Larson Ishii _____	
Trustee Addonizio _____	Trustee Hatton _____
Trustee Alpay _____	Trustee Palazzo _____
Trustee Bryson _____	Trustee Pritchard _____
	Trustee Brick _____

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| <p>14. REPORT TO THE BOARD OF TRUSTEES REGARDING THE DECEMBER 2010 STORM AND FLOOD DAMAGE:</p> <p>The storm events of December 2010 significantly impacted many sites throughout the District. This report provides a brief summary of flood-related activities at the impacted facilities, discusses the financial impact to the District of the remediation work, and highlights the remaining resources and requirements to complete the work to storm-damaged sites and facilities.</p> <p><i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i></p> | <p>INFORMATION/
DISCUSSION
Page 25
EXHIBIT H</p> |
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Staff Recommendation:

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who will present this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

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| <p>15. FIRST READING – REVISIONS TO BOARD POLICIES 6174 AND 6174.1:</p> <p>Current Board Policy (BP) 6174 explains the English learner program in the District. BP 6174.1 defines the parental waiver process for parents of English learners after the passing of Proposition 227. Since the adoption of BP 6174.1 in 1998 and BP 6174 in 1999, there is a more refined interpretation of what the laws mean and how they work together to create an education program for English learners. Therefore, the BP needs to be updated and combined into one policy. There are no financial implications associated with the agenda item. Proposed additions to the BP are underlined; deletions are struck through. BP 6174.1 will be deleted and combined into BP 6174.</p> <p><i>Contact: Julie Hatchel, Assistant Superintendent, Education Services</i></p> | <p>INFORMATION/
DISCUSSION
Page 33
EXHIBIT I</p> |
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Staff Recommendation:

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will present the revisions to Board Policy 6174, *Education for Students of Limited English Proficiency* and Board Policy 6174.1, *Proposition 227: Parental Exception Waiver Procedures*.

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <p>16. DIVISION OF STATE ARCHITECT UPDATE:</p> <p>Update of progress of the Division of State Architect Construction and Project listing. There is no change from the information provided to the Board at its April 11, 2011, meeting and no financial impact at this time. There will be a fee to reopen the closed applications to finalize and close them with certification when all documentation is completed.</p> <p><i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i></p> | <p>INFORMATION/
DISCUSSION
Page 43
EXHIBIT J</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|

Staff Recommendation:

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who will provide the DSA update and answer any questions Trustees may have.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar. The Superintendent and the staff recommend approval of all consent Calendar items.

CURRICULUM & INSTRUCTION

17. **EXPUNGING OF EXPULSION RECORD:** Approval of expunging a student record. Due to the confidential nature of expunging a student expulsion record, the supporting information is provided to Trustees under separate cover.
Contact: Julie Hatchel, Assistant Superintendent, Education Services
18. **EXPULSION READMISSION:** Approval to readmit a student from expulsion. Due to the confidential nature of the student expulsion readmission, the supporting information is provided to Trustees under separate cover.
Contact: Julie Hatchel, Assistant Superintendent, Education Services
19. **PETITION TO WAIVE CALIFORNIA HIGH SCHOOL EXIT EXAM:**
Approval to waive Education Code §60851(c) and Board Policy 6162.52 in accordance with §60851(c) approving one student as having met the requisite standards, with modifications, to pass the CAHSEE subtest in mathematics, case number 1011-021. California Education Code §60851(c) and Board Policy 6162.52 provide authority for the Board of Trustees to review and approve waivers for special education students to pass the California High School Exit Examination (CAHSEE) with modifications stated in the pupil's Individualized Education Program. Supporting information for this item is provided to Trustees under separate cover so that individual student rights under the Family Educational Rights and Privacy Act are protected.
Contact: Julie Hatchel, Assistant Superintendent, Education Services
20. **JOINT POWERS AGREEMENT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES:**
The Orange County Sheriff's Department has played a vital role in assisting with school safety throughout the District. For many years, the Orange County Sheriff's Department has provided security for District extracurricular events during the school year and high schools are requesting that this service be continued for the 2011-2012 school year. The idea behind having law enforcement services on duty at events is to be proactive rather than reactive in addressing potentially dangerous situations. The cost of the deputy positions are covered by the high school Associated Student Body groups.
Contact: Julie Hatchel, Assistant Superintendent, Education Services
21. **MEMBERS OF THE SPECIAL EDUCATION LOCAL PLAN AREA COMMUNITY ADVISORY COMMITTEE:**
Approval to appoint the following candidates as Community Advisory Committee (CAC) parent representatives and voting members for the 2011-2012 and 2012-2013 school years: Ms. Barbara Kakuda, Ms. Veronica Hoggatt, and Ms. Lee Ann Addison. In accordance with the California Education Code §56170, each SELPA shall establish a Special Education CAC with parents of special education students forming the majority. Based on the bylaws of the SELPA, a committee of voting members is established annually, comprised of District parents, teachers, administrators, and agency representatives that serve District students. The term of appointment for voting members is two years, staggered annually. Currently there are voting members for the 2010-2011 and 2011-2012 school years.

22. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION – HIGH SCHOOL TEXTBOOK – INTERNATIONAL BACCALAUREATE ENGLISH:

Adoption of *The Assault*, authored by Harry Mulisch, published by Pantheon Books, 1985, as a literature selection for International Baccalaureate English III, and IV, in grades 11 and 12. *The Assault* is an engaging psychological and political thriller that explores the effects of the Nazi occupation of Holland in World War II and provides students with compelling topics for discussion and composition. The proposed textbook has been reviewed and approved by the Instructional Materials Review Committee. A copy of this textbook is on display in the Board room. The book will be purchased through site funds.

Contact: Julie Hatchel, Assistant Superintendent, Education Services

BUSINESS & SUPPORT SERVICES

23. PURCHASE ORDERS, COMMERCIAL WARRENTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:

Page 57
EXHIBIT L

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2) as listed. The purchase orders and commercial warrants included in this item have previously been authorized as part of the District's budget approval process. The purchase orders total \$1,739,597.44; the commercial warrants total \$9,737,230.45. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

24. EMPLOYMENT CONTRACT, DEPUTY SUPERINTENDENT, BUSINESS & SUPPORT SERVICES:

Page 97
EXHIBIT M

On February 25, 2008, the Board of Trustees approved the employment of Ronald N. Lebs, Deputy Superintendent, Business & Support Services. Mr. Lebs' employment contract expires on June 30, 2011. This item presents the proposed employment contract for a three-year period commencing on July 1, 2011, through June 30, 2014. This contract mirrors the original contract and reflects changes that were made through the approval of two addendums. There is no financial impact as this item changes only the term of Mr. Lebs' contract, not the salary or benefits.

Contact: Joseph M. Farley, Superintendent

25. MASTER CONTRACT - DEBORAH HEBERT, INC., NON-PUBLIC AGENCY:

Page 105
EXHIBIT N

Approval of a master contract for special education services to be provided by Deborah Hebert, Inc., a non-public agency. Per agreed upon rates in Orange County, the cost for occupational therapy per individual student is \$85 per hour at school, and \$120 per hour home/hospital and clinic on an as-needed basis, which would be paid out of Special Education funds. The total expenditures under this contract cannot be determined at this time, as it is unknown how many special education students would require the therapy services provided by this vendor. The actual dollar amount and budget code will be determined by purchase order submitted for Board approval.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

26. **MASTER CONTRACT - RAINBOW CONNECTION, NON-PUBLIC AGENCY:** Page 139
EXHIBIT O
Approval of a master contract for special education services to be provided by Rainbow Connection, a non-public agency. Per agreed upon rates in Orange County, the cost for speech and language therapy per individual student is \$103 per hour and speech and language evaluations per individual student is \$155-250 on an as-needed basis, which would be paid out of Special Education funds. The total expenditures under this contract cannot be determined at this time, as it is unknown how many special education students would require the therapy or evaluation services provided by this vendor. The actual dollar amount and budget code will be determined by purchase order submitted for Board approval.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
27. **MASTER CONTRACT – THERAPEUTIC EDUCATION CENTER-CANAL STREET, NON-PUBLIC SCHOOL:** Page 173
EXHIBIT P
Approval of a master contract for special education services to be provided by Therapeutic Education Center-Canal Street, a non-public school. Per agreed upon rates in Orange County, the cost for tuition per individual student is \$163 a day, additional instructional assistance is \$105 per day, and transportation round trip is \$42-\$62 per day on an as-needed basis, which would be paid out of Special Education funds. The total expenditures under this contract cannot be determined at this time, as it is unknown how many special education students would require the educational services provided by this vendor. The actual dollar amount and budget code will be determined by purchase order submitted for Board approval.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
28. **MASTER CONTRACT – THERAPEUTIC EDUCATION CENTER-SANTA ANA, NON-PUBLIC SCHOOL:** Page 207
EXHIBIT Q
Approval of a master contract for special education services to be provided by Therapeutic Education Center-Santa Ana, a non-public school. Per agreed upon rates in Orange County, the cost for tuition per individual student is \$163 a day, additional instructional assistance is \$105 per day, and transportation round trip is \$42-\$62 per day on an as-needed basis, which would be paid out of Special Education funds. The total expenditures under this contract cannot be determined at this time, as it is unknown how many special education students would require the educational services provided by this vendor. The actual dollar amount and budget code will be determined by purchase order submitted for Board approval.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
29. **MASTER CONTRACT – OCEAN VIEW SCHOOL, NON-PUBLIC SCHOOL:** Page 241
EXHIBIT R
Approval of a master contract for special education services to be provided by Ocean View School, a non-public school. Per agreed upon rates in Orange County, the cost for tuition per individual student is \$152 a day, speech and language therapy is \$120 per hour, and transportation round trip is \$60 per day on an as-needed basis, which would be paid out of Special Education funds. The total expenditures under this contract cannot be determined at this time, as it is unknown how many special education students would require the educational services provided by this vendor. The actual dollar amount and budget code will be determined by purchase order submitted for Board approval.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

30. **MASTER CONTRACT – BLIND CHILDREN’S LEARNING CENTER, NON-PUBLIC SCHOOL:** Page 275
EXHIBIT S
Approval of a master contract for special education services to be provided by Blind Children’s Learning Center, a non-public school. Per agreed upon rates in Orange County, the cost for tuition per individual student is \$139 a day, speech and language therapy, occupational therapy, occupational therapy consultation, itinerant teaching, orientation and mobility, evaluations, and assessments are \$90 per hour; additional instructional assistance is \$15 per hour on an as-needed basis, which would be paid out of Special Education funds. The total expenditures under this contract cannot be determined at this time, as it is unknown how many special education students would require the educational services provided by this vendor. The actual dollar amount and budget code will be determined by purchase order submitted for Board approval.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
31. **MASTER CONTRACT – SPEECH AND LANGUAGE DEVELOPMENT CENTER, NON-PUBLIC SCHOOL:** Page 309
EXHIBIT T
Approval of a master contract for special education services to be provided by Speech and Language Development Center, a non-public school. Per agreed upon rates in Orange County, the cost for tuition per individual student is \$135.50 a day, speech and language therapy, occupational therapy, physical therapy and adapted physical education are \$81.50 per hour, additional instructional assistance is \$14 per hour, and transportation round trip is \$34-\$40.50 per day on an as-needed basis, which would be paid out of Special Education funds. The total expenditures under this contract cannot be determined at this time, as it is unknown how many special education students would require the educational services provided by this vendor. The actual dollar amount and budget code will be determined by purchase order submitted for Board approval.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
32. **MASTER CONTRACT – PYRAMID AUTISM CENTER, NON-PUBLIC SCHOOL:** Page 343
EXHIBIT U
Approval of a master contract for special education services to be provided by Pyramid Autism Center, a non-public school. Per agreed upon rates in Orange County, the cost for tuition per individual student is \$225 a day on an as-needed basis, which would be paid out of Special Education funds. The total expenditures under this contract cannot be determined at this time, as it is unknown how many special education students would require the educational services provided by this vendor. The actual dollar amount and budget code will be determined by purchase order submitted for Board approval.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
33. **RESOLUTION NO. 1011-50 - TRANSITION PARTNERSHIP PROJECT INTERAGENCY AGREEMENT WITH THE DEPARTMENT OF REHABILITATION:** Page 377
EXHIBIT V
Approval of Resolution No. 1011-50, authorizes staff to execute the Transition Partnership Project Interagency Agreement with the Department of Rehabilitation. The agreement provides funding to the District and the local Department of Rehabilitation Office to transition students/clients into competitive employment. Specifically, the funding provides for case management staff, pre-employment training, job placement, staff development services, and clerical support. These services are conducted collaboratively between the District and the local Department of Rehabilitation Office. In addition, the District will also receive the services of two Department of Rehabilitation counselors to plan and coordinate the provision of support services. The District will receive, on a monthly reimbursement basis, a total of approximately \$596,331 per year.

Due to the size, documents will be posted online in the District Board Agendas and Supporting Documentation page. The documents are also on file in the Purchasing Department.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

34. **AGREEMENT WITH LAGUNA BEACH UNIFIED SCHOOL DISTRICT REGARDING COSTS FOR SPECIAL EDUCATION STUDENT:** Page 381
EXHIBIT W
Approval for the District to enter into an agreement to split the excess costs of educating this student with Laguna Beach Unified School District. It is occasionally appropriate for school districts to share the cost of educating special education students. Currently, Laguna Beach Unified School District is paying all costs for a specific student to attend a non-public school located outside the boundaries of that district. However, the student resides both in Laguna Beach Unified School District and in Capistrano Unified School District, as parents have joint physical and legal custody. The estimate of the total financial impact is \$68,000 per year, which would be paid out of Special Education funds.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
35. **AGREEMENT FOR TELEVISION BROADCASTING AND CONSULTING SERVICES – PBS SoCal/KOCE-TV FOUNDATION:** Page 385
EXHIBIT X
Approval of an agreement for television broadcasting and consulting services to be provided by PBS SoCal/KOCE-TV Foundation for Carl Hankey K-8 for the remainder of the 2010-2011 school year. Every year the District enters a master agreement with PBS SoCal/KOCE-TV Foundation for those schools that desire to receive services. At the time that agreement was signed, Carl Hankey did not choose to participate. This agreement will provide Carl Hankey with the same services that other schools are receiving for the balance of the school year. This agreement provides teachers with instructional television materials and training on the effective use of television and Discovery Streaming for instruction in the classroom. As indicated in the agreement, the cost for this service will be \$0.44 per student for 711 students, not to exceed \$312.84, funded by Economic Impact Aid.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
36. **INDEPENDENT CONTRACTOR AGREEMENT – EVALUATION SERVICES FOR AFTER SCHOOL EDUCATION AND SAFETY PROGRAM (ASES) AT VIEJO ELEMENTARY SCHOOL, V. PATRICIA BEYER:** Page 391
EXHIBIT Y
Approval of an independent contractor agreement for evaluation services for the After School Education and Safety (ASES) program at Viejo Elementary School to be provided by V. Patricia Beyer. As indicated on the rate sheet, the cost for evaluation services for the 2011-2012 school year will be \$125 per hour, on an as-needed basis, paid for out of ASES grant funds. The total expenditures under this contract are estimated to be \$1,345 for the grant-required services provided by this vendor.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
37. **INDEPENDENT CONTRACTOR AGREEMENT – SEGERSTROM CENTER FOR THE ARTS, ARTS TEACH ASSEMBLIES AND WORKSHOPS:** Page 399
EXHIBIT Z
Approval of an independent contractor agreement for Arts Teach assemblies and workshops to be provided by Segerstrom Center for the Arts throughout the District. As indicated on the rate sheet, the cost for the assemblies and workshops vary by subject. This agreement will set pricing for the 2011-2012 school year, and is on an as-needed basis. The total expenditures under this contract cannot be determined at this time, as it is unknown how many sites would request the services provided by this vendor. The actual dollar amount and budget code will be determined by purchase orders submitted for Board approval.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

38. **INDEPENDENT CONTRACTOR AGREEMENT – CASBO, ASB ACCOUNTING WORKSHOP:** Page 409
EXHIBIT AA
Approval of an independent contractor agreement for an ASB accounting workshop to be provided by CASBO for District staff. As indicated on the rate sheet, the costs for the workshop plus expenses are estimated to be \$4,500. This expenditure will be paid out of the general fund.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
39. **INDEPENDENT CONTRACTOR AGREEMENT – IMPLEMENTATION SUPPORT AND TRAINING FOR CONTRACT MANAGEMENT SOFTWARE, D.R. MCNATTY & ASSOCIATES, INC.:** Page 417
EXHIBIT BB
Approval of an independent contractor agreement for implementation support and training for Oracle Primavera contract management software program provided by D.R. McNatty & Associates, Inc. This contract management tool is used by the District for all public works projects. As indicated on the rate sheet, the cost for implementation consulting is provided at \$175 per hour, and training is provided at \$225 per hour. Total costs associated with this contract are estimated to be \$5,000 and will be funded by project.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
40. **INDEPENDENT CONTRACTOR AGREEMENT – POSITIVE DISCIPLINE PRESENTATION AT MARCO FORSTER MIDDLE SCHOOL, INSTRUCTIONAL SUPPORT SERVICES, INC.:** Page 425
EXHIBIT CC
Approval of independent contractor agreement for a presentation about positive discipline for the Parent Involvement Program at Marco Forster Middle School provided by Instructional Support Services, Inc. As indicated on the rate sheet, the cost for the presentation, plus expenses, is a total fee not to exceed \$3,250, paid by Title I funds.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
41. **INDEPENDENT CONTRACTOR AGREEMENT – LABOR COMPLIANCE MONITORING, KERN COUNTY SUPERINTENDENT OF SCHOOLS:** Page 433
EXHIBIT DD
Approval of independent contractor agreement for a third party labor compliance monitoring services related to the construction of the Capistrano Valley High School performing arts theater to be provided by Kern County Superintendent of Schools. As indicated on the rate sheet, the cost for labor compliance monitoring services will be \$67,000. Labor compliance monitoring is required for this project and will be funded by CFD 87-1.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
42. **ADVERTISE BID NO. 1112-01 – AUDIO VISUAL EQUIPMENT:**
Approval to advertise for bids for audio visual equipment used throughout the District. This bid allows the District to update the standard list of audio visual equipment with current brands and models and set pricing for the 2011-2012 school year. The total expenditures under this contract are estimated to be \$300,000 depending upon availability of funds. Audio visual equipment may be funded through many sources such as gifts, site funds, and grants.
- Due to the size, documents will be posted online in the District Board Agendas and Supporting Documentation page. The documents are also on file in the Purchasing Department.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

43. ADVERTISE BID NO. 1112-05 – ELECTRICAL SUPPLIES AND MATERIALS:

Approval to advertise for bids for electrical supplies and materials. This bid allows the District to establish a contract with an approved vendor with set pricing for the 2011-2012 school year. This contract will enable District staff to procure supplies and materials used to make routine repairs to all sites within the District. The total expenditures under this contract are estimated to be \$100,000, which will be funded from the deferred maintenance account, the routine restricted maintenance account, and site funds.

Due to the size, documents will be posted online in the District Board Agendas and Supporting Documentation page. The documents are also on file in the Purchasing Department.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

44. AWARD OF BID NO. 1011-13 – SNACK AND BEVERAGE PRODUCTS, A&R WHOLESALE DISTRIBUTORS, INC.:

Page 443
EXHIBIT EE

Approval for award of bid for snack and beverage products to A&R Wholesale Distributors, Inc. This contract provides snack and beverage products for all school sites and the central kitchen and sets pricing for the initial 12-month period. The contract may be extended by mutual agreement and upon Board approval, for a renewal term not to exceed two additional one-year periods. The total annual expenditures under this contract are estimated to be \$600,000, funded by Food and Nutrition Services.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

45. AWARD BID NO. 1011-14 – GROCERY PRODUCTS, A&R WHOLESALE DISTRIBUTORS INC., GOLD STAR FOODS, SYSCO LA, AND CAMPUS FOODS:

Page 463
EXHIBIT FF

Approval for award of bid for grocery products to the following vendors: A&R Wholesale Distributors, Inc., Gold Star Foods, Sysco LA, and Campus Foods. These contracts provide grocery products for all school sites and the central kitchen and sets pricing for the initial 12-month period. The contracts may be extended by mutual agreement and upon Board approval, for a renewal term not to exceed two additional one-year periods. The total annual expenditures under this contract are estimated to be \$129,000, funded by Food and Nutrition Services.

Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

PERSONNEL SERVICES

46. RESIGNATIONS/RETIREMENT/EMPLOYMENT - CLASSIFIED EMPLOYEES:

Page 525
EXHIBIT GG

Approval of the activity list for employment, separation, and additional assignments of classified employees. These positions will be charged to the appropriate fund and are included in the adopted budget.

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel

47. RESIGNATIONS/RETIREMENT/EMPLOYMENT – CERTIFICATED EMPLOYEES:

Page 537
EXHIBIT HH

Approval of the activity list for employment, separation, and additional assignments of certificated employees. These positions will be charged to the appropriate fund and are included in the adopted budget.

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

33122 Valle Road
San Juan Capistrano, CA 92675

ADDENDUM
to
May 9, 2011 Board Agenda

DISCUSSION/ACTION ADDITION

14A REVISION TO BOARD MEETING CALENDAR:

This item is being placed on the agenda at the request of Trustee Alpay for Board consideration of revising the 2011 School Board Meeting Schedule by rescheduling the Wednesday, May 25, 2011, Board meeting to another night in May. The reason for the request is due to San Clemente High School and Tesoro High School Achievement Awards scheduled for May 25 and Trustee participation in these events.

Contact: Joseph M. Farley, Superintendent

Staff Recommendation:

It is recommended the Board President recognize Trustee Alpay to present this item. Following discussion, it is recommended the Board approve an alternate date for the second meeting in May.

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

33122 Valle Road
San Juan Capistrano, CA 92675

ADDENDUM
to
May 9, 2011 Board Agenda

CONSENT CALENDAR ADDITION

CURRICULUM AND INSTRUCTION

22A NAMING OF THE INDEPENDENT STUDY HIGH SCHOOL-WEST VIEW ACADEMY:

Approval of naming the independent study high school West View Academy. On April 11, 2011, the Board of Trustees approved moving forward in the formation of an independent study high school and establishing a committee of the Board to determine the name for the new high school. A name is required to register for a CDS code. Board Policy 7511 states the name can include geographical locations within the District boundaries or names significant to the community. The committee of the Board met on May 3 to discuss names and their implications. The consensus of the committee was to name the new independent high school to reflect a general geographical location since students will attend from all parts of the District and to communicate it offers a specialized educational program.

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Motion by _____
ROLL CALL:
Student Advisor Larson Ishii _____
Trustee Addonizio _____
Trustee Alpay _____
Trustee Bryson _____

Seconded by _____

Trustee Hatton _____
Trustee Palazzo _____
Trustee Pritchard _____
Trustee Brick _____

NOTE: BY USING A ROLL CALL VOTE FOR THE CONSENT CALENDAR, IT WILL MEET THE NEED FOR ACTION ITEMS WHICH REQUIRE A SIMPLE MOTION OR ROLL CALL VOTE.

ADJOURNMENT

Motion by _____

Seconded by _____

THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY, MAY 25, 2011, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA

For information regarding Capistrano Unified School District, please visit our website:
www.capousd.org

INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND CITIZENS PRESENT AT THIS MEETING

We are pleased you can be with us at this meeting, and we hope you will return often. Your visit assures us of continuing community interest in our schools.

The members of the Board of Trustees of this District are locally elected state officials, who serve four-year terms of office, and who are responsible for the educational program of our community from grades kindergarten through twelve. They are required to conduct programs of the schools in accordance with the State of California Constitution, the State Education Code, and other laws relating to schools enacted by the Legislature, and policies and procedures which this Board adopts.

The Board is a policy-making body whose actions are guided by the school district's Mission and Goals. Administration of the District is delegated to a professional administrative staff headed by the Superintendent.

The agenda and its extensive background material are studied by each member of the Board for at least two days preceding the meeting. Board Members can call the administrative staff for clarification on any item, and many of the items on the agenda were discussed by the Board during previous meetings. These procedures enable the Board to act more effectively on agenda items than would otherwise be possible.

WHAT TO DO IF YOU WISH TO ADDRESS THE BOARD OF TRUSTEES

ITEMS ON THE AGENDA. Any person may address the Board concerning any item on the agenda and may, at the discretion of the Board, be granted three (3) minutes to make a presentation to the Board at the time a specific item is under discussion. However, the time assigned for individual presentations could be fewer than three (3) minutes depending upon the total number of speakers who wish to address a specific agenda topic. Prior to the opening of the meeting, a Request to Address the Board card (located in the foyer) should be completed and submitted to the Secretary of the Board. The total time devoted to presentations to the Board shall not exceed twenty (20) minutes, unless additional time is granted by the Board. All presentations shall be heard by the Board prior to the formal discussion of the agenda topic under consideration. Once an agenda item has been opened for public comment, no additional "Request to Address the Board of Trustees" cards shall be accepted for that topic.

ORAL COMMUNICATIONS (Non-Agenda Items). Citizens may address the Board on any item not appearing on the agenda. Individual presentations are limited to three (3) minutes per individual, with twenty (20) minutes in total being devoted for this purpose, but could be less if there are a large number of Oral Communication speakers. Legally, the Board may not take action on items raised by speakers under Oral Communications. However, at its discretion, the Board may refer items to the administration for follow-up or place topics on a future Board agenda.

PUBLIC HEARINGS. Anytime the Board schedules a separate public hearing on any given topic, it shall not hear speakers on that topic before the public hearing, except as to the scheduling of the hearing, nor shall it hear speakers after the hearing, except as to changes in the policy or recommended actions which are directed at the time of the hearing.

CLOSED SESSION. In accordance with Education Code §35146 and Government Code §54957, the Board may recess to Closed Session to discuss personnel matters which they consider inadvisable to take up in a public meeting.

REASONABLE ACCOMMODATION

In order to help ensure participation in the meeting of disabled individuals, appropriate disability-related accommodations or modifications shall be provided by the Board, upon request, in accordance with the Americans with Disabilities Act (ADA). Persons with a disability who require a disability-related accommodation or modification, including auxiliary aids and services in order to participate in a Board meeting, shall contact the Superintendent or designee in writing by noon on the Friday before the scheduled meeting. Such notification shall provide school district personnel time to make reasonable arrangements to assure accessibility to the meeting.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1011-54

CALIFORNIA DAY OF THE TEACHER

WHEREAS, the Board of Trustees of Capistrano Unified School District recognizes the valuable and immeasurable contributions of its certificated staff in meeting the educational needs of more than 50,000 students of the District; and

WHEREAS, the Board of Trustees of Capistrano Unified School District also recognizes the dedication and commitment of the certificated staff to the ongoing educational program; and

WHEREAS, the Board of Trustees of Capistrano Unified School District believes that recognition of the aforementioned dedication and commitment is important; and

WHEREAS, it has been the privilege of the Capistrano Unified School District to employ the best teachers in the State of California; and

WHEREAS, the quality education that is provided by Capistrano Unified School District teachers is fundamental to the progress and prosperity that is essential to Orange County and the State of California;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Capistrano Unified School District hereby recognizes May 11, 2011, as California Day of the Teacher and commends the certificated staff of the District for its outstanding contributions to education.

PASSED AND ADOPTED this 9th day of May, 2011, by the Governing Board of Capistrano Unified School District of Orange County, California.

Secretary to the Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1011-55

CLASSIFIED SCHOOL EMPLOYEES WEEK

WHEREAS, the Board of Trustees of Capistrano Unified School District recognizes classified school employees provide valuable services to the 56 schools and more than 50,000 students of the District; and

WHEREAS, the Board of Trustees of Capistrano Unified School District also recognizes classified school employees contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, the Board of Trustees of Capistrano Unified School District believes classified school employees play a vital role in providing for the welfare and safety of the District's students; and

WHEREAS, the Board of Trustees of Capistrano Unified School District also believes classified school employees employed by the District strive for excellence in all areas relative to the educational community; and

WHEREAS, the Board of Trustees of Capistrano Unified School District recognizes classified employees provide knowledge, skills, and expertise that are relied upon throughout the District;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Capistrano Unified School District hereby recognizes and wishes to honor the contributions of classified school employees to quality education in the State of California and the District declares the week of May 16 – 20, 2011, as Classified School Employees Week.

PASSED AND ADOPTED this 9th day of May, 2011, by the Governing Board of Capistrano Unified School District of Orange County, California.

Secretary to the Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 9, 2011

**RESOLUTION NO. 1011-51 - RESOLUTION OF THE BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT APPROVING AND AUTHORIZING
THE EXECUTION OF SETTLEMENT AGREEMENT, FIRST AMENDED IMPACT
MITIGATION AGREEMENT, AND FIRST AMENDED AND RESTATED JOINT
COMMUNITY FACILITIES AGREEMENT RELATING TO REDUCING SPECIAL
TAXES OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT (WHISPERING HILLS)**

BACKGROUND INFORMATION

Rancho San Juan Development, LLC ("Landowner") is the successor owner to Whispering Hills, LLC ("Prior Owner") and assignee of the applicable "Impact Mitigation Agreement" relative to the "Whispering Hills Project" and Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills) ("CFD No. 2005-1"). Landowner is also assignee of a Joint Community Facilities Agreement ("JCFA") among the Capistrano Unified School District ("District"), the City of San Juan Capistrano ("City") and the Prior Owner. Landowner has presented a revised project ("Revised Project") anticipated to be developed within CFD No. 2005-1. The Revised Project is downsized with lesser assumed "Base Sales Prices" for the proposed homes within the Revised Project. Landowner previously submitted a "Petition" requesting the Board to initiate proceedings to consider reducing the existing special taxes of CFD No. 2005-1 ("S/T Revision Proceedings").

The Revised Project and proposed reduced special taxes, if approved, will result in a reduced amount of the proposed Bonds, to be issued on behalf of CFD No. 2005-1 at a future date, as the proposed development and sale of homes in the Revised Project occur. The Board commenced and continued the "Public Hearing" relating to the S/T Revision Proceedings from time to time pending the parties reaching a mutually-acceptable agreement as to the stage of development when Bonds might be sold relative to existing development and sale of homes to individual homeowners in the Revised Project. These discussions also pertain to how the proceeds of such Bonds would be used to provide "School Facilities" and to the extent of remaining Bond proceeds, facilities of the City pursuant to the JCFA between the District, Landowner, and the City, and other matters. A First Amended Impact Mitigation Agreement ("F/A Impact Mitigation Agreement") as well as a "First Amended and Restated JCFA" ("F/A JCFA" and together with the F/A Impact Mitigation Agreement, "First Amended Project Agreements") need to be completed prior to the completion of the above-described Public Hearing, and the S/T Revision Proceedings as requested by Landowner. Previously, on behalf of the District and separately on behalf of CFD No. 2005-1, these agreements have been approved.

Over the past two years, the District has been engaged in a lawsuit with the Prior Owner. The Prior Owner contends the final \$6 million payment on the Purchase and Sale Agreement for the San Juan Hills High School property ("SJHHS Site") is now due and payable. The District contends that this final \$6 million is payable only out of bond proceeds from a bond sale that is

Resolution No. 1011-51 - Resolution of the Board of Trustees of the Capistrano Unified School District Approving and Authorizing the Execution of Settlement Agreement, First Amended Impact Mitigation Agreement, and First Amended and Restated Joint Community Facilities Agreement Relating to Reducing Special Taxes of Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills)

May 9, 2011

Page 2

yet to take place, and furthermore, was not to occur under the current fiscal situation and market conditions. The District cross complained, claiming that the District overpaid the Prior Owner for certain work performed by the Prior Owner on the SJHHS Site pursuant to the Purchase and Sale Agreement.

A mutual decision was made by the parties in 2010 to bifurcate the two issues and work on settling the matter related to the final \$6 million payment by CFD No. 2005-1 independently from the District's cross complaint. A "Settlement Agreement" as to the \$6 million issue involving the Prior Owner, the District, and the City has been pursued and will be agreed upon pending the successful completion of the First Amended Project Agreements.

The pending S/T Revision Proceedings were commenced on March 8, 2011, calling a Public Hearing for April 12, 2011. An issue arose between the City and Landowner, not relating to the District and CFD No. 2005-1, which is being resolved, but has delayed completion of the First Amended Project Agreements. At this point, it is understood that the City and Landowner have reached an agreement as to the outstanding issues relating to the First Amended Project Agreements. The City is expected to approve and execute the F/A JCFA at the City Council Meeting on May 17, 2011. Thus, it is proposed to further continue the Continued Public Hearing to June 13, 2011.

CURRENT CONSIDERATIONS

This agenda item pertains to consideration and adoption of Resolution No. 1011-51 approving and authorizing the execution of the Settlement Agreement and the First Amended Project Agreements. As described above, it is understood that the City will approve and execute the F/A JCFA on May 17, 2011. As the First Amended Project Agreements and the Settlement Agreement are all contingent on each other, the District and CFD No. 2005-1 will execute the applicable agreements subsequent to the City's approval and execution.

FINANCIAL IMPLICATIONS

This matter will have no impact on the District's general fund. The cost of the proceedings to modify the Special Taxes, if any, is required by the Mello-Roos Act to be borne by the Landowner and from proceeds of the bonds of CFD No. 2005-1. The amount of funds raised through the bond sale will be dependent on a variety of factors including, but not limited, market conditions at the time of the bond sale. It is estimated that, after expenses and obligations, proceeds from the sale of bonds by the CFD could range between \$2.5 million and \$5 million.

Resolution No. 1011-51 - Resolution of the Board of Trustees of the Capistrano Unified School District Approving and Authorizing the Execution of Settlement Agreement, First Amended Impact Mitigation Agreement, and First Amended and Restated Joint Community Facilities Agreement Relating to Reducing Special Taxes of Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills)

May 9, 2011

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STAFF RECOMMENDATIONS

It is requested the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who will introduce this item and answer any questions Trustees may have.

It is requested the Board of Trustees adopt Resolution No. 1011-51 - Resolution of the Board of Trustees of the Capistrano Unified School District Approving and Authorizing the Execution of Settlement Agreement, First Amended Impact Mitigation Agreement, and First Amended and Restated Joint Community Facilities Agreement Relating to Reducing Special Taxes of Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills).

RESOLUTION NO. 1011-51

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (WHISPERING HILLS) APPROVING AND AUTHORIZING THE EXECUTION OF FIRST AMENDED IMPACT MITIGATION AGREEMENT, AND FIRST AMENDED AND RESTATED JOINT COMMUNITY FACILITIES AGREEMENT RELATING TO REDUCING SPECIAL TAXES OF COMMUNITY FACILITIES DISTRICT NO. 2005-1

WHEREAS, Rancho San Juan Development LLC (“Landowner”) is the successor owner to Whispering Hills LLC (“Prior Owner”) and assignee of the Impact Mitigation Agreement Related to Proposed Community Facilities District No. 2005-1 dated as of July 1, 2005 (“Impact Mitigation Agreement”), relative to the Whispering Hills Project (“Property”) and Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills) (“CFD No. 2005-1”); and

WHEREAS, the Property was conveyed to the Landowner by the Prior Owner by grant deed recorded on April 6, 2009, as Instrument No. 09-000163909 in the Official Records of the County of Orange; and

WHEREAS, the Landowner is also assignee of a Joint Community Facilities Agreement dated as of July 1, 2005 (“JCFA”), among the Capistrano Unified School District (“District”), the City of San Juan Capistrano (“City”) and the Prior Owner; and

WHEREAS, the Landowner previously submitted a “Petition” requesting the Board to initiate proceedings to consider reducing the existing special taxes of CFD No. 2005-1 (“S/T Revision Proceedings”); and

WHEREAS, a First Amended Impact Mitigation Agreement (“F/A Impact Mitigation Agreement”) and a First Amended and Restated JCFA (“F/A JCFA” and together with the F/A Impact Mitigation Agreement, “First Amended Project Agreements”) need to be completed prior to the completion of the above-described S/T Revision Proceedings; and

WHEREAS, the Prior Owner, the Landowner, the District, CFD No. 2005-1, and the City have reached an understanding as to their respective rights and duties under the First Amended Project Agreements; and

WHEREAS, the Board of Trustees of the District (“Board”) has reviewed and considered the F/A Impact Mitigation Agreement and the F/A JCFA which are on file at the District office and by this reference herein incorporated. The District office is located at 33122 Valle Road, San Juan Capistrano, California 92675.

Now, therefore, the Board of Trustees of the Capistrano Unified School District, acting as the legislative body of Community Facilities District No. 2005-1, does hereby resolve, determine and order as follows:

1. That the above recitals are true and correct.
2. That the Board hereby approves the First Amended Project Agreements.
3. That the Board hereby authorizes and directs the Deputy Superintendent of Business and Support Services of the District (the "Deputy Superintendent"), or designee, to sign and deliver the First Amended Project Agreements in substantially the forms described in the recitals above subsequent to the City's approval and execution of the F/A JCFA, which the Board anticipates will occur on May 17, 2011.
4. That the Deputy Superintendent and the District's legal counsel may authorize minor, nonsubstantive revisions to the First Amended Project Agreements prior to signature and delivery thereof.
5. That the Board hereby authorizes and directs the Deputy Superintendent, or their designees, to take all such further actions, and to execute such additional documents, as are necessary to implement the intent of this Resolution No. 1011-51 and the terms of the First Amended Project Agreements.

[Remainder of page left blank.]

ADOPTED, SIGNED AND APPROVED this 9th day of May, 2011.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT

By: _____
Jack R. Brick, President, Board of Trustees of
the Capistrano Unified School District

ATTEST:

By: _____
John M. Alpay, Clerk, Board of Trustees of
the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said School District at a meeting of said Board held on the 9th day of May, 2011, and that it was so adopted by the following vote

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Board of Trustees of the Capistrano Unified
School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, John M. Alpay, Clerk, Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 1011-51 of said Board of Trustees, and that the same has not been amended or repealed.

Dated: May 9, 2011

Clerk, Board of Trustees of the Capistrano Unified
School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 9, 2011

**RESOLUTION NO. 1011-52 – RESOLUTION OF THE BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE
BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT (WHISPERING HILLS), APPROVING AND
AUTHORIZING THE EXECUTION OF FIRST AMENDED IMPACT MITIGATION
AGREEMENT AND FIRST AMENDED JOINT COMMUNITY FACILITIES
AGREEMENT RELATING TO REDUCING SPECIAL TAXES OF COMMUNITY
FACILITIES DISTRICT NO. 2005-1 (WHISPERING HILLS)**

BACKGROUND INFORMATION

Rancho San Juan Development, LLC (“Landowner”) is the successor owner to Whispering Hills, LLC (“Prior Owner”) and assignee of the applicable “Impact Mitigation Agreement” relative to the “Whispering Hills Project” and Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills) (“CFD No. 2005-1”). Landowner is also assignee of a Joint Community Facilities Agreement (“JCFA”) among the Capistrano Unified School District (“District”), the City of San Juan Capistrano (“City”) and the Prior Owner. Landowner has presented a revised project (“Revised Project”) anticipated to be developed within CFD No. 2005-1. The Revised Project is downsized with lesser assumed “Base Sales Prices” for the proposed homes within the Revised Project. Landowner previously submitted a “Petition” requesting the Board to initiate proceedings to consider reducing the existing special taxes of CFD No. 2005-1 (“S/T Revision Proceedings”).

The Revised Project and proposed reduced special taxes, if approved, will result in a reduced amount of the proposed Bonds, to be issued on behalf of CFD No. 2005-1 at a future date, as the proposed development and sale of homes in the Revised Project occur. The Board commenced and continued the “Public Hearing” relating to the S/T Revision Proceedings from time to time pending the parties reaching a mutually-acceptable agreement as to the stage of development when Bonds might be sold relative to existing development and sale of homes to individual homeowners in the Revised Project. These discussions also pertain to how the proceeds of such Bonds would be used to provide “School Facilities” and to the extent of remaining Bond proceeds, facilities of the City pursuant to the JCFA between the District, Landowner, and the City, and other matters. A First Amended Impact Mitigation Agreement (“F/A Impact Mitigation Agreement”) as well as a First Amended and Restated JCFA (“F/A JCFA”) (collectively “First Amended Project Agreements”) need to be completed prior to the completion of the above-described Public Hearing, and the S/T Revision Proceedings as requested by Landowner. Previously, on behalf of the District and separately on behalf of CFD No. 2005-1, these agreements have been approved. The foregoing and a Settlement Agreement as to the pending litigation with Prior Owner will be executed by the parties after the City approves the F/A JCFA. The City anticipated to approve the F/A JCFA on May 17, 2011. In addition to the foregoing, Staff, Legal Counsel, the Special Tax Administrator for CFD No. 2005-1, and the District are working toward bringing to a mutually acceptable conclusion a “Settlement Agreement” as to the pending litigation relating to acquisition of the San Juan Hills High School Site to be executed concurrently by the parties with the execution of the First Amended Project Agreements.

Resolution No. 1011-52 – Resolution of the Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills), Approving and Authorizing the Execution of First Amended Impact Mitigation Agreement and First Amended Joint Community Facilities Agreement Relating to Reducing Special Taxes of Community Facilities District No. 2005-1 (Whispering Hills)
May 9, 2011
Page 2

The pending S/T Revision Proceedings were commenced on March 8, 2011, calling a Public Hearing for April 12, 2011, that has been continued to May 9, 2011. An issue arose between the City and Landowner, not relating to the District and CFD No. 2005-1, which is being resolved, but has delayed completion of the First Amended Project Agreements. At this point, it is understood that the City and Landowner have reached an agreement as to the outstanding issues relating to the First Amended Project Agreements. The City is expected to approve and execute the F/A JCFA at the City Council Meeting on May 17, 2011. Thus, it is proposed to further continue the Continued Public Hearing to June 13, 2011.

CURRENT CONSIDERATIONS

This agenda item pertains to consideration and approval of Resolution No. 1011-52 approving and authorizing the execution of the First Amended Project Agreements. As described above, it is understood that the City will approve and execute the F/A JCFA on May 17, 2011. CFD No. 2005-1's execution of the First Amended Project Agreements is contingent on the City's approval and execution of the F/A JCFA and the First Amended Project Agreements by Landowner and Whispering Hills LLC.

FINANCIAL IMPLICATIONS

This matter will have no impact on the District's general fund. The cost of the proceedings to modify the Special Taxes, if any, is required by the Mello-Roos Act to be borne by the Landowner and from proceeds of the bonds of CFD No. 2005-1. The amount of funds raised through the bond sale will be dependent on a variety of factors including, but not limited, market conditions at the time of the bond sale. It is estimated that, after expenses and obligations, proceeds from the sale of bonds by the CFD could range between \$2.5 million and \$5 million.

STAFF RECOMMENDATIONS

It is requested the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who will introduce this item and answer any questions Trustees may have.

It is requested the Board of Trustees adopt Resolution No. 1011-52 – Resolution of the Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills), Approving and Authorizing the Execution of First Amended Impact Mitigation Agreement and First Amended Joint Community Facilities Agreement Relating to Reducing Special Taxes of Community Facilities District No. 2005-1 (Whispering Hills).

RESOLUTION NO. 1011-52

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (WHISPERING HILLS) APPROVING AND AUTHORIZING THE EXECUTION OF FIRST AMENDED IMPACT MITIGATION AGREEMENT, AND FIRST AMENDED RESTATED JOINT COMMUNITY FACILITIES AGREEMENT RELATING TO REDUCING SPECIAL TAXES OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 (WHISPERING HILLS)

WHEREAS, Rancho San Juan Development LLC (“Landowner”) is the successor owner to Whispering Hills LLC (“Prior Owner”) and assignee of the Impact Mitigation Agreement Related to Proposed Community Facilities District No. 2005-1 dated as of July 1, 2005 (“Impact Mitigation Agreement”), relative to the Whispering Hills Project (“Property”) and Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills) (“CFD No. 2005-1”); and

WHEREAS, the Property was conveyed to the Landowner by the Prior Owner by grant deed recorded on April 6, 2009, as Instrument No. 09-000163909 in the Official Records of the County of Orange; and

WHEREAS, the Landowner is also assignee of a Joint Community Facilities Agreement dated as of July 1, 2005 (“JCFA”), among the Capistrano Unified School District (“District”), the City of San Juan Capistrano (“City”) and the Prior Owner; and

WHEREAS, the Landowner previously submitted a “Petition” requesting the Board to initiate proceedings to consider reducing the existing special taxes of CFD No. 2005-1 (“S/T Revision Proceedings”); and

WHEREAS, a First Amended Impact Mitigation Agreement (“F/A Impact Mitigation Agreement”) and a First Amended and Restated JCFA (“F/A JCFA” and together with the F/A Impact Mitigation Agreement, “First Amended Project Agreements”) need to be completed prior to the completion of the above-described S/T Revision Proceedings; and

WHEREAS, the Prior Owner, the Landowner, the District, CFD No. 2005-1, and the City have reached an understanding as to their respective rights and duties under the First Amended Project Agreements; and

WHEREAS, the Board of Trustees of the District (“Board”) has reviewed and considered the F/A Impact Mitigation Agreement and the F/A JCFA which are on file at the District office and by this reference herein incorporated. The District office is located at 33122 Valle Road, San Juan Capistrano, California 92675.

Now, therefore, the Board of Trustees of the Capistrano Unified School District, acting as the legislative body of Community Facilities District No. 2005-1, does hereby resolve, determine and order as follows:

1. That the above recitals are true and correct.
2. That the Board hereby approves the First Amended Project Agreements.
3. That the Board hereby authorizes and directs the Deputy Superintendent of Business and Support Services of the District (the "Deputy Superintendent"), or designee, to sign and deliver the First Amended Project Agreements in substantially the forms described in the recitals above subsequent to the City's approval and execution of the F/A JCFA, which the Board anticipates will occur on May 17, 2011.
4. That the Deputy Superintendent and the District's legal counsel may authorize minor, nonsubstantive revisions to the First Amended Project Agreements prior to signature and delivery thereof.
5. That the Board hereby authorizes and directs the Deputy Superintendent, or their designees, to take all such further actions, and to execute such additional documents, as are necessary to implement the intent of this Resolution No. 1011-52 and the terms of the First Amended Project Agreements.

[Remainder of page left blank.]

ADOPTED, SIGNED AND APPROVED this 9th day of May, 2011.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT

By: _____
Jack R. Brick, President, Board of Trustees of
the Capistrano Unified School District

ATTEST:

By: _____
John M. Alpay, Clerk, Board of Trustees of
the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said School District at a meeting of said Board held on the 9th day of May, 2011, and that it was so adopted by the following vote

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk, Board of Trustees of the Capistrano Unified
School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, John M. Alpay, Clerk, Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 1011-52 of said Board of Trustees, and that the same has not been amended or repealed.

Dated: May 9, 2011

Clerk, Board of Trustees of the Capistrano Unified
School District

RESOLUTION NO. 1011-53

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (WHISPERING HILLS), CONTINUING PUBLIC HEARING FOR CONSIDERATION OF ALTERING THE RATE AND METHOD OF APPORTIONMENT AND REDUCING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2005-1

WHEREAS, the Capistrano Unified School District (“School District”) is a public school district organized and existing pursuant to the laws of the State of California (“State”); and serves as the legislative body of Community Facilities District No. 2005-1 of the Capistrano Unified School District (“Whispering Hills”), referred to herein as “CFD No. 2005-1,” and on March 8, 2011, called a Public Hearing for April 12, 2011, or as soon thereafter as is practicable at the Capistrano Unified School District’s office located at 33122 Valle Road, San Juan Capistrano, CA 92675; and

WHEREAS, the Board of Trustees (“Board”), at the above-described date, time, and place, convened and opened the above-described Public Hearing, received comments, if any, of the public and owner of the property within CFD No. 2005-1, as well as the recommendation of staff and legal counsel that such Public Hearing be continued to May 9, 2011, at the same time and location as described above, which Continued Public Hearing was opened, comments, if any, were received of the public and the owners of the property within CFD NO 2005-1, as well as the recommendation of staff and legal counsel that such Continued Public Hearing be further continued to June 13, 2011, at the same time and location as described above.

NOW, THEREFORE, the Board of Trustees of the Capistrano Unified School District, acting as the legislative body of Community Facilities District No. 2005-1, does hereby resolve, determine, and order as follows:

1. Each of the above recitals is true and correct and is incorporated herein.
2. The proposed “First Amended RMA” of CFD No. 2005-1 is on file at the Capistrano Unified School District’s office located at 33122 Valle Road, San Juan Capistrano, CA 92675, which by this reference is herein incorporated.
3. It is hereby determined that the complexity of the herein described proposed changes require additional time, and that a further continuance of such Continued Public Hearing is necessary as herein provided.

4. The above-described Continued Public Hearing is continued to 7:00 p.m., or as soon thereafter as practicable, on June 13, 2011, at the Capistrano Unified School District Office located at 33122 Valle Road, San Juan Capistrano, CA 92675.

5. A "Notice of Continuance" shall be posted within 24 hours hereof, as provided for in Government Code Section 54955.1 and 54955.

APPROVED, ADOPTED, AND SIGNED this 9th day of May, 2011.

Jack R. Brick, President of the Board of Trustees of
the Capistrano Unified School District

John M. Alpay, Clerk of the Board of Trustees of
the Capistrano Unified School District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 9th day of May, 2011, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Clerk of the Board of Trustees of the
Capistrano Unified School District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, John M. Alpay, Clerk of the Board of Trustees of the Capistrano Unified School District do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 1011-53 of said Board of Trustees and that the same has not been amended or repealed and is fully effective as of this date.

Dated: May 9, 2011

By: _____
Clerk of the Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1011-48
ROLE OF THE BOARD: POWERS AND RESPONSIBILITIES

WHEREAS, as a member of the Board of Trustees, I understand that my primary role is to establish and support a long term vision for Capistrano Unified School District that promotes student learning and achievement as the primary focus;

WHEREAS, this vision establishes priorities to develop and support quality instructional programs, highly qualified staff and appropriate facilities within the confines of funding and within the framework imposed by the California Education Code, state and federal legislation;

WHEREAS, it is essential to our success that all students have equal opportunity to develop his or her potential and to achieve the highest possible educational level by engaging in programs that provide multiple pathways to post secondary experiences while emphasizing preparedness, critical thinking, critical analysis, and lifelong learning;

WHEREAS, I accept my responsibility as a recognized community leader who values and will actively advocate for public education at state and federal levels;

WHEREAS, I am responsible to my community and will involve community members in meaningful efforts and I will communicate with them in open and transparent ways regarding District policies, educational programs, fiscal conditions and student achievement;

WHEREAS, I am a member of a policy-making board and as such I understand and appreciate the distinction between Board and staff roles, and that my role is to empower the superintendent to implement and monitor policies and to perform those management functions that are, in fact, the responsibility of the superintendent and the professional staff; and

WHEREAS, I understand that the authority of the Board rests with the whole Board and that I have limited authority outside the official meetings of the Board and that my conduct as an individual Board member must support and respect the cooperatively reached priorities of the Board.

THEREFORE, BE IT RESOLVED as a member of the Board of Trustees, I will strive to make decisions based upon providing the best educational opportunities for the students of the Capistrano Unified School District within the expressed views of the local citizenry and the guidelines of state and federal legislation.

It shall be the responsibility of the Superintendent, in his preparation of the agenda for the annual organizational meeting, to provide for the annual adoption of this resolution by the Board of Trustees.

AGENDA ITEM 12
EXHIBIT F

PASSED AND ADOPTED, on this 9th day of May 2011, by the Board of Trustees of the
Capistrano Unified School District.

Ellen Addonizio

Anna Bryson

John Alpay

Lynn Hatton

Jack Brick

Sue Palazzo

Gary Pritchard

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Resolution No. 1011-56

**FINAL RESOLUTION REGARDING REDUCTION OR ELIMINATION OF
CERTAIN CERTIFICATED SERVICES AND RELEASE OF
TEMPORARY CERTIFICATED EMPLOYEES**
(Education Code sections 44949, 44954 and 44955)

WHEREAS, on February 22, 2011, this Board of Trustees approved Resolution No. 1011-39 releasing temporary employees providing services in the identified areas currently performed by certificated employees deemed temporary by the District; and,

WHEREAS, the Board of Trustees employs temporary certificated employees pursuant to Sections 44909, 44918, and 44920 of the Education Code; and,

WHEREAS, Section 44954 of the Education Code permits the Board of Trustees to release temporary certificated employees from employment, with limited restrictions; and,

WHEREAS, notwithstanding the provisions of Section 44954 which allows for the release, without a hearing, of temporary certificated employees, the Board of Trustees directed Administration to initiate the procedure defined in Education Code sections 44949 and 44955 for the dismissal of certificated employees related the reduction or elimination of particular kinds of services; and,

WHEREAS, although temporary certificated employees are not generally entitled to the due process rights contained in Sections 44949 and 44955, this Board of Trustees directed Administration to notify certain temporary certificated employees that if they claimed they could not be released pursuant to Section 44954, and that they were entitled to a hearing pursuant to Sections 44949 and 44955, they could request a hearing on the merits; and,

WHEREAS, prior to March 15, 2011, Administration delivered 348 notices to temporary certificated employees that their services would not be required for the 2011-2012 school year; and,

WHEREAS, said preliminary notices to temporary certificated employees stated “[f]ailure to request a hearing on or before the date specified above will constitute a waiver of the chance to participate in a hearing, and to an advisory determination by an administrative law judge regarding [their] release;” and,

WHEREAS, approximately 164 such certificated employees exercised their right to request a hearing and to an advisory determination by an administrative law judge regarding their release and were thereafter referred to as “Respondents;” and,

WHEREAS, on or about March 21, 2011, the Superintendent, in his official capacity, filed an Accusation and related documentation against each Respondent; and,

WHEREAS, a hearing on the merits was scheduled for April 12, 2011, before an administrative law judge appointed by the California Office of Administrative Hearings, the Honorable Daniel Juarez; and,

WHEREAS, pursuant to Education Code section 44949, the administrative law judge “shall prepare a proposed decision, containing findings of fact and a determination as to whether the charges sustained by the evidence are related to the welfare of the schools and the pupils thereof;” and,

WHEREAS, on May 4, 2011, the Proposed Decision (**Attachment 1**) authored by Judge Juarez was received by the District; and,

WHEREAS, pursuant to Education Code section 44949(c)(3), “the governing board shall make the final determination as to the sufficiency of the cause and disposition” of this matter; and,

WHEREAS, this Resolution constitutes the final determination by this Board of Trustees regarding the sufficiency of the cause and disposition of this matter; and,

WHEREAS, at all times relevant to this matter, the Board of Trustees has afforded these temporary categorical certificated employees the due process rights generally reserved for probationary and permanent certificated employees, and at the same time, balanced the interests of the District in retaining the authority to release temporary certificated employees and maintaining flexibility in staffing; and,

WHEREAS, this Board of Trustees desires to continue to comply with the form and substance of the law by issuing final release notices to these categorical certificated employees; and,

WHEREAS, the Board of Trustees confirms each of the identified temporary certificated employees, regardless of classification, will be released prior to the 2011-2012 school year; and,

WHEREAS, Section 44955 requires the Board of Trustees to take action to notify probationary and permanent certificated employees of their termination prior to May 15th.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Capistrano Unified School District that all of the foregoing recitals are true and correct and:

1. Unless otherwise inconsistent with this Resolution, the Proposed Decision is adopted as the Final Determination of the Board of Trustees.

2. A. That Education Code section 44909 provides “[t]he governing board of any school district may employ persons possessing an appropriate credential as certificated employees in programs and projects to perform services conducted under contract with public or private agencies, or categorically funded projects which are not required by federal or state statutes,” and further,
 - B. That the evidence establishes this Board of Trustees did, in fact, employ the individuals listed in **Attachment 2** to this Resolution directly in categorically funded projects during the 2010-2011 school year.
 3. A. That Education Code section 44909 further provides “[t]he terms and conditions under which such persons are employed shall be mutually agreed upon by the employee and the Governing board and such agreement shall be reduced in writing,” and further,
 - B. That the undisputed evidence establishes the terms and conditions under which the individuals listed in **Attachment 2** were defined in a mutually agreed-upon contract between the employee and this Board of Trustees; and further,
 - C. That the undisputed evidence establishes each of the individuals listed in **Attachment 2** received notice, prior to their first day of paid service, of the temporary nature of their employment and the anticipated length of their service, pursuant to Education Code section 44916.
 4. A. That service in a position authorized by Section 44909 may only be considered “probationary” service upon the occurrence of both of two conditions precedent: “(1) such person has served pursuant to this section for at least 75 percent of the number of days the regular schools of the district by which he is employed are maintained and (2) such person is subsequently employed as a probationary employee in a position requiring certification qualifications;” and further,
 - B. That, at all other times prior to the occurrence of both of the two conditions precedent set forth in Paragraph 4.A, above, service pursuant to Section 44909 is not considered probationary; and further,
 - C. That it was not established by the evidence that any of the individuals listed in **Attachment 2** have both (1) served at least 75 percent of the number of days the regular schools of the district by which he or she is employed are maintained and (2) been subsequently employed as a probationary employee in a position requiring certificated qualifications; and further,

D. That, as a result of failure to meet each of the conditions precedent set forth above, the individuals listed in **Attachment 2** are not considered probationary certificated employees for the current school year.

5. A. That, Education Code section 44909 provides “[s]uch persons may be employed for periods which are less than a full school year and may be terminated at the expiration of the contract or specially funded project without regard to other requirements of this code respecting the termination of probationary or permanent employees other than Section 44918;” and further,

B. That, Section 44909 suggests absent the assured expiration of the contract or specially funded project, individuals employed pursuant to Section 44909 may be terminated pursuant to the requirements of the Education Code respecting probationary and permanent employees; and further,

C. That due to the uncertainty of the funding sources associated with the categorical programs in which the individuals listed in **Attachment 2** are employed, or the desire of this Board of Trustees to control the allocation of specific categorical funds in a manner deemed the most appropriate for the benefit and welfare of the District’s students, it is necessary and appropriate to reduce or eliminate the categorical programs listed in Exhibit B to the February 22, 2011, Resolution No. 1011-39; and further,

D. That because of the uncertainty in the law associated with the release of employees serving in categorical programs pursuant to Section 44909, this Board of Trustees’ Resolution No. 1011-39 directed administration to afford all rights to the District’s temporary categorical certificated employees to participate in the process under the Education Code typically reserved for the termination of probationary and permanent certificated employee, and that the undisputed evidence demonstrates that this District did, in fact, afford such rights to the temporary certificated employees identified in **Attachment 2**.

6. A. That Education Code section 44909 further provides “[w]henver any certificated employee in the regular educational program is assigned to a categorically funded project not required by federal or state statute and the district employs an additional credentialed person to replace that certificated employee, the replacement certificated employee shall be subject to the provisions of Section 44918;” and further,

B. That the evidence establishes that, during the 2010-2011 school year, the individuals listed in **Attachment 3** to this Resolution were employed pursuant to Sections 44909 and 44920 to replace a certificated

employee in the regular educational program who was assigned to a categorically funded project; and further,

C. That the employees employed under Section 44909 listed in **Attachment 3** may be released pursuant to Section 44918 and 44954 regardless of whether there is an “expiration of the contract or specially funded project . . . ;” and further,

D. That the evidence establishes each of the employees listed in **Attachment 3** received notice, prior to their first day of paid service, of the temporary nature of their employment and the anticipated length of their service, pursuant to Education Code section 44916.

7. A. That seniority for the purposes of certificated layoffs is defined by Education Code section 44845 as the “date upon which [the certificated employee] first rendered paid service in a probationary position;” and further,

B. That the individuals listed in Paragraphs 2.B and 6.B have not rendered paid service in a probationary position during the 2010-2011 school year; and further,

C. That pursuant to Section 44845, the individuals listed in **Attachment 2** and **Attachment 3** have not accrued seniority or been assigned seniority dates for the purposes of the current certificated layoffs; and further,

D. That the individuals listed in Paragraphs 2.B and 6.B, by virtue of their lack of seniority and lack of classification as probationary in the current school year, do not and cannot have rights to employment superior to certificated employees in the District who are classified as probationary and/or permanent for the current school year; and further,

8. A. That Education Code section 44920 provides a school district “may employ as a teacher . . . any person holding appropriate certification documents, and may classify such person as a temporary employee” “based upon the need for additional certificated employees during a particular semester or year because a certificated employee has been granted leave for a semester or year, or is experiencing long-term illness . . . ;” and further,

B. That the evidence establishes that, during the 2010-2011 school year, the individuals listed in **Attachment 4** to this Resolution were employed pursuant to Section 44920 to replace certificated employees granted leaves for a semester or a year, or to replace certificated employees experiencing long-term illness; and further,

C. That the employees employed under Section 44920 listed in **Attachment 4** may be released pursuant to Section 44918 and 44954 regardless of whether there is an “expiration of the contract or specially funded project . . . ;” and further,

D. That the undisputed evidence establishes each of the employees listed in **Attachment 4** received notice, prior to their first day of paid service, of the temporary nature of their employment and the anticipated length of their service, pursuant to Education Code section 44916.

9. That because of the financial constraints resulting from revenue being insufficient to maintain the current levels of programs, the uncertainty of funding, and necessary program changes resulting therefrom, this Board of Trustees acted to release those positions set forth in Exhibit B of February 22, 2011, Resolution No. 1011-39 no later than the beginning of the 2011-2012 school year.
10. That because of the elimination and reduction of particular kinds of services listed in Exhibit B of the February 22, 2011, Resolution No. 1011-39, it is necessary to terminate at the end of the 2010-2011 school year the 348 certificated employees in the 346 FTE positions affected by the reduction or elimination of the above-described particular kinds of service.
11. That the elimination and reduction of particular kinds of services listed in Exhibit B of the February 22, 2011, Resolution No. 1011-39 be accomplished through the release of the employees identified in this Resolution.
12. That the release of the individuals who waived their rights to a hearing is hereby affirmed for the reasons set forth in this Resolution.
13. That nothing in this Resolution or any other action of this Board of Trustees shall be deemed an impairment of the rights accorded to previously laid-off probationary and permanent employees pursuant to Education Code sections 44956 and 44957, even if such employees were employed during the current school year in a temporary or temporary categorical classification.

ADOPTED by the Board of Trustees of Capistrano Unified School District this ____ day of May, 2011.

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, _____, Clerk of the Board of Trustees of the Capistrano Unified School District of Orange County, California, hereby certify the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the ____ day of May, 2011, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of May, 2011.

Clerk, Board of Trustees

BEFORE THE GOVERNING BOARD OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT

In the Matter of the Accusation Against:

CERTAIN CERTIFICATED EMPLOYEES,

Respondents.

OAH Case No. 2011020901

PROPOSED DECISION

Daniel Juárez, Administrative Law Judge (ALJ), Office of Administrative Hearings, heard this matter on April 12, 2011, in San Juan Capistrano, California.

Atkinson, Andelson, Loya, Ruud & Romo, and Anthony P. De Marco, Esq., represented the Capistrano Unified School District (CUSD).

Reich, Adell, Crost & Cvitan, and Marianne Reinhold, Esq., represented Respondents. Those Respondents are listed in Appendix A.

The Administrative Law Judge held the record open until April 29, 2011, to allow each party to submit written closing briefs on designated days. The parties submitted closing briefs timely; the briefs were marked for identification.

As the final brief was filed early, the parties submitted the matter for decision on April 28, 2011.

FACTUAL FINDINGS

1. Joseph M. Farley, Ed.D, CUSD Superintendent, filed the Accusations in his official capacity. CUSD served the Accusations on all Respondents timely.

2. CUSD employs Respondents as temporary certificated employees. Many though not all Respondents are certificated employees who had previously achieved permanent or probationary status with CUSD and whom CUSD laid off during the 2010, 2009, and/or 2008 school years. However, for the 2010-2011 school year, CUSD employed Respondents only as temporary employees.

3. CUSD offered an exemplar of the temporary employment contracts agreed to between Respondents and CUSD. The contract in evidence specifies a beginning date of September 7, 2010, and an end date of June 23, 2011. The contracts contain the signatures of CUSD's Assistant Superintendent of Personnel Services and each Respondent. Respondents

did not object to the accuracy or authenticity of the exemplar in evidence or of the exemplar nature of the document.

4. When CUSD initially provided Respondents with their temporary contracts, CUSD erroneously defined all of the contracts as being pursuant to Education Code section 44909, when in fact, some of the Respondents issued temporary contracts were temporary employees pursuant to other Education Code sections. Education Code section 44909 pertains to categorically funded positions. It was unclear whether any of the evidence accurately distinguished the statutory authority for the temporary contracts.

5. All of the contracts were entitled, "Offer of Temporary Employment" and contained additional wording offering temporary employment to Respondents.

6. On February 22, 2011, pursuant to Resolution 1011-39¹, the CUSD Board of Trustees (Board) determined to reduce and/or discontinue certain services within the school district due to the financial constraints resulting from insufficient revenue. Resolution 1011-39 proposed a reduction of 346 full-time equivalent (FTE) positions. The Board determined that, at the end of the 2010-2011 school year, because of the reduction of particular kinds of services, it was necessary to terminate its temporary employees, including those temporary employees in categorically funded positions, equal in number to the positions affected.² The Board directed CUSD's administration to notify all temporary certificated employees of the Board's determinations and to inform these employees that if they claimed to be probationary or permanent certificated employees, the notices would also serve to notify them that their services would not be required for the 2011-2012 school year.

¹ The Board adopted Resolution 1011-39 on February 22, 2011.

² Resolution 1011-39 resolves to reduce or eliminate 346 FTE positions; however, CUSD issued 348 notices to 348 temporary employees. CUSD seeks to terminate the employment of all 348 employees. The names of all 348 individuals are listed in Exhibit 6; Exhibit 6 was admitted into the record at hearing. This disparity (346 FTE positions identified in the resolution, and 348 temporary employees noticed) is of no moment, as the recipients of the notices, all 348, are temporary employees who may be released as provided for in their temporary employment contracts, as determined in the Legal Conclusions, *post*. Further, Education Code section 44955, subdivision (b) allows a governing board to "terminate the services of not more than a corresponding percentage of the certificated employees of the district, *permanent as well as probationary*, at the close of the school year." (Italics added.) Thus, while the Legislature intends for these proceedings to be limited in scope by the number of particular kinds of services the governing boards resolve to reduce or eliminate, that limitation in Education Code section 44955, subdivision (b) saliently relates solely to permanent and probationary certificated employees, not temporary employees. As such, nothing, including Resolution 1011-39, prohibits CUSD from releasing all 348 temporary employees it served with the Accusation.

7. Pursuant to Resolution 1011-39, on approximately February 23, 2011, the Assistant Superintendent of Personnel Services, Jodee Brentlinger, notified Respondents, in writing, that Respondents' services would not be required for the 2011-2012 school year. The written notice stated the reasons for termination and informed each Respondent, that while CUSD believed each Respondent was a temporary employee that could be released, pursuant to Education Code section 44954, CUSD understood that under certain limited circumstances, temporary certificated employees associated with categorical programs were entitled to participate in layoff proceedings applicable to probationary and permanent employees. For this reason, Brentlinger extended each Respondent the right to a hearing in its written notice, although she emphasized that CUSD was not converting their temporary employment positions into permanent or probationary positions by virtue of extending them the right to a certificated layoff hearing.

8. Brentlinger issued two versions of notices. Brentlinger sent the first version of notice to temporary employees who were currently on a 39-month or 24-month reemployment list due to the 2009 or 2010 layoff proceedings. In this first version of notice, Brentlinger further informed Respondents that the instant proceeding would not and could not affect their prior layoff status and that their intended release from temporary employment would not negatively impact their rights to be rehired consistent with their established seniority date as former permanent or probationary employees.

9. Brentlinger sent the second version of notice to all other temporary employees, those who were not currently on a 39-month or 24-month reemployment list as a consequence of an earlier layoff. This second version contained all of the information noted in Factual Finding 7, but did not contain the information delineated in Factual Finding 8.

10. Approximately 164 temporary employees requested administrative hearings to determine if there was cause for not reemploying them for the 2011-2012 school year. Respondents whom CUSD served with Accusations are listed in Appendix B.

11. The recommendation that Respondents be terminated from employment was not related to their performance as teachers.

12. The services at issue are "particular kinds of services" that could be reduced or discontinued within the meaning of Education Code section 44955. The Board's decision to reduce or discontinue these particular kinds of services was not arbitrary or capricious, but constituted a proper exercise of discretion.

13. The reduction or discontinuation of particular kinds of services related to the welfare of CUSD and its pupils. The reduction or discontinuation of particular kinds of services was necessary to decrease the number of certificated employees of CUSD, as determined by the Board.

14. The Board considered all known attrition, resignations, and retirements, at the time, in determining the actual number of necessary termination notices to be delivered to its employees.

15. Respondents did not testify at hearing; they offered no evidence otherwise.³ Respondents instead chose to proffer solely legal arguments on their behalves. Respondents' legal arguments are described in Legal Conclusion 9.

LEGAL CONCLUSIONS

1. CUSD met all notice and jurisdictional requirements set forth in Education Code sections 44944 and 44945. Respondents requested hearings timely.

2. The services identified in Resolution 1011-39 are particular kinds of services that the Board can reduce or discontinue under Education Code section 44955. The Board's decision to reduce or discontinue the identified services was not arbitrary or capricious, and was a proper exercise of its discretion. Cause for the reduction or discontinuation of services relates solely to the welfare of CUSD's schools and pupils within the meaning of Education Code section 44949. CUSD identified the temporary certificated employees that the Board directed to be released.

3. A school district may reduce services within the meaning of Education Code section 44955, subdivision (b), "either by determining that a certain type of service to students shall not, thereafter, be performed at all by anyone, or it may 'reduce services' by determining that proffered services shall be reduced in extent because fewer employees are made available to deal with the pupils involved." (*Rutherford v. Board of Trustees* (1976) 64 Cal.App.3d 167, 178-179.)

4. Education Code section 44954 provides that governing boards of school districts may release certificated temporary employees "at the pleasure of the board prior to serving during one school year at least 75 percent of the number of days the regular schools of the district are maintained" or after serving during one school year at least 75 percent of the number of days the regular schools of the district are maintained "if the employee is notified before the end of the school year of the district's decision not to reelect the employee for the next succeeding year."

5. The courts have held that categorically funded teachers may be treated like temporary employees. (*Zalac v. Ferndale Unified School District*, (2002) 98 Cal.App.4th

³ At hearing, Respondents sought to present testimony of certain Respondents regarding solely whether they properly possess rights to reemployment with CUSD. (See Educ. Code §§ 44956 & 44957.) The ALJ granted CUSD's motion in limine to exclude this testimony on the basis that the issue of reemployment rights is not pertinent to a reduction in force hearing, pursuant to Education Code sections 44949 and 44955. (See Legal Conclusion 8.)

838, 840-841 [A kindergarten teacher's first two years of employment was as a temporary employee in a categorically funded program pursuant to Education Code section 44909].) In *Bakersfield Elementary Teachers Association v. Bakersfield City School District* (2006) 145 Cal.App.4th 1260, the Court of Appeal found that teachers in categorical funded positions "are treated in much the same way [as temporary employees] in that they may be dismissed without the formalities required for probationary and permanent employees in the event the program expires or is terminated, and their service does not count toward acquiring permanent status (unless they are reemployed the following year in a probationary position)." (*Bakersfield Elementary Teachers Association v. Bakersfield City School District, supra*, 145 Cal.App.4th at 1286; see Legal Conclusion 7 for the pertinent wording of Education Code section 44909.)

6. As long as the minimal requirements of Education Code section 44954 are met, CUSD may release its certificated temporary employees. The evidence established that Respondents' circumstances meet those requirements. There was no evidence that any Respondents were anything but temporary employees, or those who could be treated as temporary employees (those in categorically funded positions), pursuant to contracts with CUSD. CUSD may release Respondents in the manner allowed by law for temporary employees. (Educ. Code, § 44954; see also *Bakersfield Elementary Teachers Association v. Bakersfield City School District, supra*, 145 Cal.App.4th at 1273, citing Educ. Code, § 44954 & *Kavanaugh v. West Sonoma County Union High School District* (2003) 29 Cal.4th 911, 917-918.)

7(a). Education Code section 44909 pertains to categorically funded positions.

7(b). Education Code section 44909 provides that the governing board of any school district "may employ persons possessing an appropriate credential as certificated employees in programs and projects to perform services conducted under contract with public or private agencies, or categorically funded projects which are not required by federal or state statutes. The terms and conditions under which such persons are employed shall be mutually agreed upon by the employee and the governing board and such agreement shall be reduced to writing."

7(c). The Legislature further provided that persons employed pursuant to Education Code section 44909, "may be employed for periods which are less than a full school year and may be terminated at the expiration of the contract or specially funded project without regard to other requirements of this [Education] code respecting the termination of probationary or permanent employees."

7(d). Of pertinence to Respondents' arguments, as delineated *post*, Education Code section 44909 further states, "[t]his section shall not be construed to apply to any regularly credentialed employee who has been employed in the regular educational programs of the school district as a probationary employee before being subsequently assigned to any one of these programs."

8. Respondents' legal arguments involved matters pertaining to the administration of categorical programs or their rights to reemployment. As set forth in Factual Finding 15, note 3, the issue of their right to reemployment is not an issue to be determined within this proceeding. As CUSD correctly argued, the purpose of this proceeding is "to determine if there is cause for not reemploying him or her [certificated employees] for the ensuing year," and the ALJ makes a "determination as to the sufficiency of the cause." (Educ. Code, § 44949, subds. (b) & (c)(3).) Except as necessary for a determination of whether cause exists for not reemploying them for the 2011-2012 school year, nothing in Education Code sections 44949 and 44955 provide for the determination of a respondent employee's status within this proceeding. Such determinations are outside of the jurisdiction of this proceeding.

9(a). Respondents' legal arguments are summarized as follows. First, that by employing Respondents as temporary employees, CUSD cannot convert Respondents who already achieved permanent and probationary status into temporary employees, pursuant to their interpretation of Education Code section 44909. Respondents specifically argued that the statutory language set forth in Legal Conclusion 7(d) specifically precludes Respondents who already achieved permanent and probationary status from temporary employment in categorically funded positions.

9(b). Second, CUSD has improperly identified various funding sources as categorical funding. Specifically, Respondents pointed to the use of state lottery funding, and special education funding that they assert cannot be categorical, due to the on-going nature of those funds. Respondents rely on *Zalac v. Governing Board of Ferndale Unified School District*, *supra*, 98 Cal.App. 838.

9(c). Third, CUSD has improperly used smaller categorical funds by placing or "sweeping" those funds into a general fund account. As such, CUSD should not use these "swept" funds to support a temporary employment contract.

9(d). Fourth, CUSD improperly offered and classified Respondents as temporary employees, pursuant to Education Code section 44920, when using partnership (job sharing) positions.

9(e). Respondents contend that due to CUSD's improper actions, as set forth immediately above, CUSD has wrongly employed Respondents as, and effectively converted Respondents into, temporary employees. Respondents further contend that a significant consequence of temporary employment is that, upon release, their reemployment rights are not extended as they would be if CUSD had laid off Respondents as permanent or probationary employees. (See Educ. Code, §§ 44956 & 44957.) That is, if CUSD had employed Respondents as permanent or probationary employees for the current school year, and then laid them off pursuant to a certificated layoff proceeding, the Education Code would extend their rights to reemployment by another 39 or 24 months, depending on whether they were permanent or probationary employees. (*Ibid.*) Respondents argue, as they are temporary employees, despite many of them having previously achieved permanent

or probationary status with CUSD, their release improperly affords them no such protection to an extended reemployment period.

10. CUSD argued that Respondents' arguments fall outside the jurisdiction of this proceeding, but nonetheless proffered written arguments in opposition to Respondents' arguments, in case the ALJ determined to the contrary. In light of the conclusion that the ALJ lacks jurisdiction to adjudicate issues regarding the operation of the categorical programs or Respondents' reemployment rights, neither CUSD's nor Respondents' arguments are addressed further.

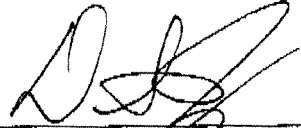
11. Nonetheless, the ALJ cautions CUSD to consider the First District Court of Appeal's analysis in *California Teachers Association v. Vallejo City School District* (2007) 149 Cal.App.4th 135, where in discussing the Vallejo City School District's use of temporary employees, it said, "[i]n establishing these narrow categories [of temporary employment], the Legislature has sought to limit the ability of school districts to classify teachers as temporary employees." (*California Teachers Association v. Vallejo City School District*, *supra*, 149 Cal.App.4th at 146 [citing *Bakersfield Elementary Teachers Association*, *supra*, 145 Cal.App.4th at 1280].) Of particular pertinence here, quoting *Haase v. San Diego Community College District* (1980) 113 Cal.App.3d 913, 918, the *Vallejo* Court wrote: "The Legislature . . . has restricted the flexibility of a school district in the continued use of temporary employees [citations], for otherwise the benefits resulting from employment security for teachers could be subordinated to the administrative needs of a district." (*California Teachers Association v. Vallejo City School District*, *supra*, 149 Cal.App.4th at 146.) Quoting *Balen v. Peralta Junior College District* (1974) 11 Cal.3d 821, 826, the *Vallejo* Court further wrote, "[b]ecause the substitute and temporary classifications are not guaranteed procedural due process by statute, they are narrowly defined by the Legislature, and should be strictly interpreted." (*California Teachers Association v. Vallejo City School District*, *supra*, at 146-147.) It is noted that the *Vallejo* Court concluded that temporary classifications should be strictly construed, due to their narrow statutory definitions, when a certificated employee's classification is factually unclear. In *Vallejo*, the school district had not claimed that the teachers at issue fell into one of the statutorily defined categories of temporary employment, but instead the Vallejo City School District had employed them pursuant to a contract of "provisional/emergency employment," the meaning of which was unclear in regard to the teachers' classifications. (*Id.*, at 147.) Thus, the situation here is distinguishable, where the nature of Respondents temporary employment was clear.

12. Cause exists to sustain CUSD's action to release all Respondents for the 2011-2012 school year, because they are neither permanent nor probationary employees pursuant to Education Code sections 44955, as set forth in Factual Findings 1-15, and Legal Conclusions 1-10.

ORDER

The Accusations served on Respondents (those Respondents identified in Appendix B), are sustained.

Dated: May 4, 2011

A handwritten signature in black ink, appearing to read 'D. Juarez', written over a horizontal line.

DANIEL JUAREZ
Administrative Law Judge
Office of Administrative Hearings

APPENDIX A--Certificated Employees of CUSD Represented by Reich, Adell & Cvitan

1.	Abedi, Lora	44.	Frommholz, Eric
2.	Almanza, Nadine	45.	Galasso, Margaret
3.	Arakawa, Scott	46.	Geller, Diane
4.	Arthur, Jeanie	47.	Gibson, Sarah
5.	Auerbach, Nathan	48.	Goode, Kimberly
6.	Avakian, Lori	49.	Grasso, Lynda
7.	Balogh, Michelle	50.	Gray, Carrie-Ann
8.	Bekley, Shelley	51.	Grondahl, Rebecca
9.	Beligan, Jacqueline	52.	Hammons, James
10.	Belmont, Kimberly	53.	Hansen, Julieann
11.	Bentley, Janet	54.	Hansen, Lacey
12.	Beyer, Quinn	55.	Heavlin-Martinez, Johanna
13.	Billman, Wendy	56.	Hegarty, Alison
14.	Bowden, Joanna	57.	Hine, Patricia
15.	Brooks, Teresa	58.	Hodel, Gail
16.	Brucks, Jessica	59.	Hoffman, Todd
17.	Burns, Annette	60.	Inskeep, Ashley
18.	Cantacessi, Angela	61.	Jaramillo, Barbara
19.	Carrie, Carolyn	62.	Johnson, Tricia
20.	Chak, Ambreen	63.	Jones, Christa
21.	Chutuk, Julie	64.	Junco, Juliana
22.	Clarke, Amy	65.	Keeler, Linda
23.	Clarke, Sarah	66.	Kluck, Jane
24.	Conrady, Pleasance	67.	Knox, Vanessa
25.	Cox, Melissa	68.	Kochler, Courtney
26.	Cracchiolo, Jenika	69.	Koenig, Elisa
27.	Cropley, Jason	70.	Kopczynski, Lisa
28.	Dixon, Kendra	71.	Laroche, Cynthia
29.	Dollar, Erin	72.	Last, Erin
30.	Donsker, Lindy	73.	Lewis, Sandra
31.	Douglas, Terri	74.	Loftis, Jennifer
32.	Downing, Kimberly	75.	Louie, Jamie
33.	Ellis, Shawna	76.	Luciani, David Jr.
34.	Eltiste, Ellen	77.	Mackey, Maryann
35.	Enmeier, Mark	78.	Martus, Larissa
36.	Falcon, Maygualida	79.	Mashburn, Andrew
37.	Fantasia, Teresa	80.	McKinstry, Shannon
38.	Faris, Anne Marie	81.	McLellan, Hayley
39.	Fatehi, Brenda	82.	Meyers (Pitkin), Bonny
40.	Fisher, Maggie	83.	Mickelson, Lyndsey
41.	Fox, Megan	84.	Moen, Melissa
42.	Frazier, Brianne	85.	Morgan, Diana
43.	French, Mikole	86.	Morris, Elizabeth

APPENDIX A--Certificated Employees of CUSD Represented by Reich, Adell & Cvitan

87.	Mosconi, Victor	131.	Trudeau, Laura
88.	Murphy, Melissa	132.	Wade, Steven
89.	Nguyen, Nancy	133.	Waldukat, Andreas
90.	Nielsen, Marilée	134.	Wegner, Kathleen
91.	Nielsen, Noelle	135.	Weinberg, Dave
92.	O'Connell, Teresa	136.	West, Lelia
93.	O'Leary, Darla	137.	Willey, Elizabeth
94.	Olsen, Katherine	138.	Williams, Kimberly
95.	Paradise, Susan	139.	Wondra, Tiffany
96.	Passarelli, Kendra	140.	Young, Michael
97.	Peck, Lindsay	141.	Bak-Baychuck, Christine
98.	Peterson, Christin	142.	Choi, Yeon
99.	Portas, Lari	143.	Estrada, Axel
100.	Ploskina, Candace	144.	Glover, Bonita
101.	Portnoff, Angela	145.	Fragassi, Kari
102.	Poteet, Gina	146.	Koskella, Ameila
103.	Powell, Brooke	147.	McCarthy, Ryan
104.	Price, Emily	148.	O'Leary, Nathan
105.	Primack, Karen		
106.	Quinn, Jarett		
107.	Reilly, Monique		
108.	Ridill, Bruce		
109.	Roche, Ann		
110.	Rodriguez, Aimee		
111.	Royal, Susan		
112.	Rumpf, Stacy		
113.	Runyan, Jaime		
114.	Sanchez, Lynn		
115.	Sartoris, Reannah		
116.	Schoonover, Elisa		
117.	Schreiber, Ryan		
118.	Schwartz, Roni		
119.	Siglock, Kylie		
120.	Silverthorne, Elizabeth		
121.	Skon, Kelly		
122.	Soboleski, Amanda		
123.	Sottile, Wendy		
124.	Strick, Christa		
125.	Swanson, Celeste		
126.	Talbert, Ashley		
127.	Tatala, Jennifer		
129.	Thomas Mackey, Peggy		
130.	Todd, Mary		

APPENDIX B—Respondents Served with Accusations in OAH Case No. 2011020901

FIRST NAME	LAST NAME	SCHOOL SITE
Lora	Abedi	Shorecliffs Middle School
Nadine	Almanza	Marco Forster Middle School
Scott	Arakawa	Block Music
Jeanie	Arthur	Bathgate Elementary School
Nathan	Auerbach	San Clemente High School
Lori	Avakian	Niguel Hills Middle School
Christine	Bak-Boychuk	Junipero Serra High School
Michelle	Balogh	Don Juan Avila Middle School
Christyann	Banuelos	Junipero Serra High School
Brian	Barnes	Tesoro High School
Shelley	Beckley	San Clemente High School
Jacqueline	Beligan	Bernice Ayer Middle School
Kimberly	Belmont	Bergeson Elementary School
Janet	Bentley	Oak Grove Elementary School
Quinn	Beyer	R.H. Dana Elementary School
Wendy	Billman	Bergeson Elementary School
Joanna	Bowden	Psychologist
Teresa	Brooks	Carl Hankey Elementary School
Jessica	Brucks	Shorecliffs Middle School
Annette	Burns	Chaparral Elementary School
Angela	Cantacessi	Tijeras Creek Elementary School
Carolyn	Carrie	San Juan Elementary School
Ambreen	Chak	Tesoro High School
Yeon	Choi	Niguel Hills Middle School
Julie	Chutuk	Kinoshita Elementary School
Sarah	Clarke	Capistrano Valley High School
Amy	Clarke	Chaparral Elementary School
Pleasance	Conrady	Oso Grande Elementary School
Melissa	Cox	Tijeras Creek Elementary School
Jenika	Cracchiolo	Ambuehl Elementary School
Jason	Cropley	Oak Grove Elementary School
Chadwick	Cunningham	Block Music
Patrick	Derry	Marco Forster Middle School
Kendra	Dixon	George White Elementary School
Erin	Dollar	San Clemente High School
Lindy	Donsker	Newhart Middle School
Terri	Douglas	District Nurse
Kimberly	Downing	Ladera Ranch Elementary School
Shawna	Ellis	Block Music
Ellen	Eltiste	Marblehead Elementary School
Mark	Enmeier	Junipero Serra High School
Axel	Estrada	San Clemente High School
Maygualida	Falcon	San Juan Hills High School
Teresa	Fantasia	Oak Grove Elementary School
Anne Marie	Faris	Vista del Mar Elementary School
Brenda	Fatehi	Kinoshita Elementary School

FIRST NAME	LAST NAME	SCHOOL SITE
Marie	Finman	Bernice Ayer Middle School
Maggie	Fisher	Ladera Ranch Elementary School
Lindsey	Foster	Marco Forster Middle School
Megan	Fox	Marco Forster Middle School
Kari	Fragassi	Niguel Hills Middle School
Brianne	Frazier	Aliso Viejo Middle School
Mikole	French	Oso Grande Elementary School
Eric	Frommholz	Marco Forster Middle School
Margaret	Galasso	Marco Forster Middle School
Diane	Geller	Block Music
Sarah	Gibson	Aliso Niguel High School
Bonita	Glover	Oak Grove Elementary School
Laura	Goetsch-Gates	Las Flores Elementary School
Kimberly	Goode	Vista del Mar Elementary School
Lynda	Grasso	Aliso Niguel High School
Carrie-Anne	Gray	Ladera Ranch Elementary School
Rebecca	Grondahl	Shorecliffs Middle School
James	Hammons	Shorecliffs Middle School
Julieann	Hansen	Canyon Vista Elementary School
Lacey	Hansen	Chaparral Elementary School
Johanna	Heavlin-Martinez	Las Flores Middle School
Alison	Hegarty	Aliso Viejo Middle School
Patricia	Hine	Carl Hankey Elementary School
Gail	Hodel	Hidden Hills Elementary School
Todd	Hoffman	Wagon Wheel Elementary School
Ashley	Inskeep	Arroyo Vista Middle School
Barbara	Jaramillo	Marco Forster Middle School
Tricia	Johnson	Oak Grove Elementary School
Christa	Jones	Kinoshita Elementary School
Juliana	Junco	Las Palmas Elementary School
Linda	Keeler	San Juan Hills High School
Jane	Kluck	Aliso Viejo Middle School
Vanessa	Knox	R.H. Dana Elementary School
Courtney	Koehler	San Juan Hills High School
Elisa	Koenig	Oak Grove Elementary School
Nicole	Koopman	Marco Forster Middle School
Lisa	Kopczynski	Wagon Wheel Elementary School
Amelia	Koskella	Psychologist
Cynthia	Laroche	Oak Grove Elementary School
Erin	Last	Carl Hankey Elementary School
Sandra	Lewis	Marco Forster Middle School
Jennifer	Loftis	Niguel Hills Middle School
Jamie	Louie	Marco Forster Middle School
David	Luciani	Dana Hills High School
Maryann	Mackey	Barcelona Hills Elementary School
Larissa	Martus	Marco Forster Middle School
Andrew	Mashburn	Capistrano Valley High School
Ryan	McCarthy	San Clemente High School

FIRST NAME	LAST NAME	SCHOOL SITE
Shannon	McKinstry	Oso Grande Elementary School
Hayley	McLellan	Dana Hills High School
Bonny	Meyers	R.H. Dana Elementary School
Lyndsey	Mickelson	Shorecliffs Middle School
Melissa	Moen	Capistrano Valley High School
Diana	Morgan	Tijeras Creek Elementary School
Elizabeth	Morris	Wagon Wheel Elementary School
Victor	Mosconi	Aliso Viejo Middle School
Melissa	Murphy	San Juan Hills High School
Nancy	Nguyen	San Clemente High School
Marilee	Nielsen	Capistrano Valley High School
Noelle	Nielsen	Vista del Mar Middle School
Teresa	O'Connell	Newhart Middle School
Darla	O'Leary	Kinoshita Elementary School
Nathan	O'Leary	Psychologist
Kathrine	Olsen	Newhart Middle School
Susan	Paradise	R.H. Dana Elementary School
Kendra	Passarelli	Marco Forster Middle School
Lindsay	Peck	Shorecliffs Middle School
Christin	Peterson	Tijeras Creek Elementary School
Candice	Ploskina	Aliso Viejo Middle School
Lari	Portas	Tijeras Creek Elementary School
Angela	Portnoff	Las Flores Elementary School
Gina	Poteet	Carl Hankey Middle School
Brooke	Powell	Bernice Ayer Middle School
Emily	Price	San Juan Hills High School
Karen	Primack	Kinoshita Elementary School
Jarrett	Quinn	Newhart Middle School
Monique	Reilly	Don Juan Avila Middle School
Bruce	Ridill	Marco Forster Middle School
Ann	Roche	District Nurse
Aimee	Rodriguez	Oak Grove Elementary School
Susan	Royal	Newhart Middle School
Stacy	Rumpf	Tijeras Creek Elementary School
Jaime	Runyan	Tesoro High School
Todd	Rusinkovich	Dana Hills High School
Lynn	Sanchez	Capistrano Valley High School
Caren	Sanchez	Tesoro High School
Stephanie	Sanchez	Tesoro High School
Reannah	Sartoris	Newhart Middle School
Melissa	Saunders	Reilly Elementary School
Elisa	Schoonover	Crown Valley Elementary School
Ryan	Schreiber	Ladera Ranch Middle School
Roni	Schwartz	Benedict Elementary School
Kylie	Siglock	Chaparral Elementary School
Elizabeth	Silverthorne	Ladera Ranch Middle School
Jacqueline	Simmons	Don Juan Avila Middle School
Kelly	Skon	Aliso Viejo Middle School

FIRST NAME	LAST NAME	SCHOOL SITE
Amanda	Soboleski	Marco Forster Middle School
Wendy	Sottile	Marco Forster Middle School
Christa	Strick	Kinoshita Elementary School
Nicole	Summers	Palisades Elementary School
Celeste	Swanson	Tijeras Creek Elementary School
Ashley	Talbert	ATS
Jennifer	Tatala	San Juan Hills High School
Erin	Theisen	Psychologist
Peggy	Thomas Mackey	Crown Valley Elementary School
Mary	Todd	Don Juan Avila Middle School
Laura	Trudeau	Wagon Wheel Elementary School
Steven	Wade	Dana Hills High School
Andreas	Waldukat	Capistrano Valley High School
Katie	Wegner	San Juan Hills High School
David	Weinberg	Aliso Niguel High School
Lelia	West	Tijeras Creek Elementary School
Michael	Wigglesworth	Dana Hills High School
Elizabeth	Willey	San Clemente High School
Kimberly	Williams	Oso Grande Elementary School
Rebekah	Wing	San Juan Hills High School
Tiffany	Wondra	Ladera Ranch Middle School
Michael	Young	Dana Hills High School

ID#	RESPONDENT	LAST NAME	FIRST NAME	POSITION	FTE	ED CODE	AUTHORIZATION
16733	X	ABEDI	LORA	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
26635		ADDISON	CHAD	ELEM TCHR ASST PRINCIPAL I	1.0	44909	7394-TIIG
27484		AHLBERG	MARK	TEACHER-HIGH SCH	1.0	44909	7399-SIP
27150		AMARO	LORENA	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
28389		ANDREASEN	AMY	TEACHER - HIGH SCHOOL	1.0	44909	7394-TIIG (.4)/4035-TII (.2)
23781		ARAKAWA	KERRI	TEACHER-ELEMENTARY MUSIC	0.2	44909	1102-LOTTERY (.2)
22832	X	ARAKAWA	SCOTT	TEACHER-ELEMENTARY MUSIC	1.0	44909	1102-LOTTERY
24977	X	ARTHUR	JEANIE	TCHR-SE-SDC-BATHGATE	1.0	44909	6500-SP ED
25152	X	AUERBACH	NATHAN	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
19179	X	AVAKIAN	LORI	COUNSELOR-MS	1.0	44909	7394-TIIG (.7)/6405-SCH SAFETY (.3)
25151		AVILA	BJORN	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
28362		BAKER JR.	JOHN	TEACHER-HIGH SCH	1.0	44909	7394-TIIG (.8)/4035-TII (.2)
22515	X	BALOGH	MICHELLE	TEACHER-MIDDLE SCHOOL	1.0	44909	7394-TIIG
25956	X	BANUELOS	CHRISTYANN	TEACHER-HIGH SCH	1.0	44909	6091-CAL SAFE (.4)/7394-TIIG (.4)/4055-TII (.2)
25638	X	BARNES	BRIAN	TEACHER-HIGH SCH	1.0	44909	7399-SIP
13096		BECERRA	JESUS	ELEM TCHR ASST PRINCIPAL II	1.0	44909	7394-TIIG
26887	X	BECKLEY	SHELLEY	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
22936	X	BELIGAN	JACQUELINE	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG (.8)/7090-EIA (.2)

ID#	RESPONDENT	LAST NAME	FIRST NAME	POSITION	FTE	ED CODE	AUTHORIZATION
20411	X	BELMONT	KIMBERLY	TEACHER ELEMENTARY	1.0	44909	7394-TIIG
25785		BENTLEY	GAYLE	TEACHER-ELEMENTARY MUSIC	0.2	44909	1113-LOTTERY (.2)
21675	X	BEYER	QUINN	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
27486		BORDNER	RICHARD	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
19432		BORTZ	SUZANNA	TCHR-SE-RSP-JOURNEY	0.6	44909	6500-SP ED
27244	X	BOWDEN	JOANNA	PSYCHOLOGIST	1.0	44909	7394-TIIG (.4)/6500-SP ED (.6)
22348		BOWEN	ANDRIKA	TEACHER-MIDDLE SCH	1.0	44909	7399-SIP
28364		BRADY	CHRISTOPHER	TCHR-SE-SDC-SH-DHHS	1.0	44909	6500-SP ED
18152		BRENNAN	KELLY	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
28413		BRISTOW-SHANDRO	DREW	TCHR-SE-DIS-ADAPTIVE PE	1.0	44909	6500-SP ED
26342		BROOKS	MICHAEL	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
26676	X	BRUCKS	JESSICA	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
28408		BUCKMAN	JENNIFER	TCHR-SE-DHH-INFANT-CVES	0.5	44909	3324-SP ED ARRA (.5)
26660		BURDICK-ZUPANCIC	JILL	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
25786		BURNETTE	DAVID	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
28390		BUSTAMANTE	JOHN	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
16709		CASPERSON	KATHRYN	TCHR-SE-SDC-PRESCHL-MALCOM	1.0	44909	3315-SP ED
27494	X	CHAK	AMBREEN	TEACHER-HIGH SCH	1.0	44909	7394-TIIG

ID#	RESPONDENT	LAST NAME	FIRST NAME	POSITION	FTE	ED CODE	AUTHORIZATION
28363		CHEN	MELISSA	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
21603		CHENEY	DAREN	TCHR-SE-RSP-SJHHS	1.0	44909	6500-SP ED
24413	X	CHOI	YEON	TEACHER-MIDDLE SCH	1.0	44909	1104-LOTTERY
25135	X	CHUTUK	JULIE	COUNSELOR-ELEM SCH-TITLE I	1.0	44909	3010-TITLE I
27497		CLARK	MELISSA	PSYCHOLOGIST	1.0	44909	3313-SP ED ARRA
24749	X	CLARKE	SARAH	TEACHER-HIGH SCH	1.0	44909	7399-SIP
28351		COLLINS	ERIN	PSYCHOLOGIST	1.0	44909	6500-SP ED (.6)/7394-TIIG (.4)
25480		COMSTOCK	JESSICA	TCHR-SE-SDC-SAN JUAN	1.0	44909	6500-SP ED
24881		CORBIN	NICK	TEACHER-MIDDLE SCH	1.0	44909	7090-EIA (MISC)
20368	X	COX	MELISSA	TEACHER-ELEMENTARY	0.5	44909	7394-TIIG (.5)
17169	X	CRACCHIOLO	JENIKA	TCHR-SE-RSP-AMBUEHL	1.0	44909	6500-SP ED
23693	X	CUNNINGHAM	CHADWICK	TEACHER-ELEMENTARY MUSIC	1.0	44909	1102-LOTTERY
22400		CURTIS	LESLIE	TCHR-SE-SDC-PSCH-AUTSM-WC	1.0	44909	3315-SP ED
28350		DALE	JASON	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
25900		DEFELICE	LOREN	PSYCHOLOGIST	1.0	44909	6500-SP ED (.6)/7394 TIIG (.4)
28391		DELACRUZ	VICTOR	TEACHER-HIGH SCH	1.0	44909	1104-LOTTERY
25788		DERRIG	SOPHIA	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
27730	X	DERRY	PATRICK	TCHR-SE-SDC-SH-MFMS	1.0	44909	6500-SP ED

ID#	RESPONDENT	LAST NAME	FIRST NAME	POSITION	FTE	ED CODE	AUTHORIZATION
27539		DIAZ	ANDRES	TEACHER-HIGH SCH	1.0	44909	7394-TIIG (.6)/7090-EIA (.4)
21912		DIAZ	MONICA	TEACHER-ELEMENTARY	1.0	44909	3010-TITLE I
26657		DIETSCH	JOCELYN	TEACHER-HIGH SCH	1.0	44909	1104-LOTTERY
23456	X	DOLLAR	ERIN	SEC TCHR ASST PRINCIPAL I	1.0	44909	7090-EIA (MISC)
21672	X	DONSKER	LINDY	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
25639	X	DOUGLAS	TERRI	DISTRICT WIDE NURSE	1.0	44909	7394-TIIG
19835	X	DOWNING	KIMBERLY	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
24964		DUL	KYLIE	TEACHER-MIDDLE SCH	1.0	44909	7090-EIA (.4)/TITLE I (.6) (MISC)
18394		DUNN	CRAIG	TEACHER-HIGH SCH	1.0	44909	7399-SIP
23601		DYER	BLAIR	TEACHER-HIGH SCH	1.0	44909	7090-EIA (MISC)
28395		EASTON	ALEXANDRA	TEACHER HIGH SCHOOL	1.0	44909	7394-TIIG
22762	X	ELLIS	SHAWNA	TEACHER-ELEMENTARY MUSIC	1.0	44909	1102-LOTTERY
26748	X	ENMEIER	MARK	TEACHER - HIGH SCHOOL	1.0	44909	7394-TIIG
28405		ENRIQUEZ	NANCY	TEACHER-MIDDLE SCH	0.6	44909	1104-LOTTERY (.6)
26677	X	ESTRADA	AXEL	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
25834		EWING	APRIL	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
28393		FAJARDO	FELIPE	TEACHER-HIGH SCH	1.0	44909	7399-SIP
26666		FARIAS	SANDRA	TEACHER ELEMENTARY	1.0	44909	7394-TIIG

ID#	RESPONDENT	LAST NAME	FIRST NAME	POSITION	FTE	ED CODE	AUTHORIZATION
20286		FARIS	ANNE MARIE	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
20299	X	FATEHI	BRENDA	TEACHER-ELEMENTARY	1.0	44909	7400-QEIA
28368		FERNANDEZ	IRMA	TCHR-SE-RSP-BARCELONA	1.0	44909	6500-SP ED
26687	X	FINMAN	MARIE	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
26349	X	FOSTER	LINDSEY	TEACHER-MIDDLE SCH	1.0	44909	3011-TITLE I ARRA
17546	X	FOX	MEGAN	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
20587	X	FRAGASSI	KARI	TEACHER-MIDDLE SCH	1.0	44909	7090-EIA (MISC)
20296		FRANZI	DEBRA	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG (.8)/4203-TIII (.2)
28394	X	FRAZIER	BRIANNE	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
20297	X	FRENCH	MIKOLE	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
25849	X	FROMMHOLZ	ERIC	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
27473	X	GALASSO	MARGARET	TEACHER-MIDDLE SCH-Title I	1.0	44909	3010-TITLE I
28372		GARNER	DAMON	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
25811	X	GELLER	DIANE	TEACHER-ELEMENTARY MUSIC	0.6	44909	1102-LOTTERY (.6)
25033		GEORGE	SHERRI	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
16486		GERKEN	STACY	TEACHER-MIDDLE SCH	0.6	44909	7394-TIIG (.6)
23747		GERLING	SUSAN	TEACHER-ELEMENTARY MUSIC	0.6	44909	1102-LOTTERY (.6)
23296	X	GIBSON	SARAH	TEACHER-HIGH SCH	1.0	44909	7399-SIP

ID#	RESPONDENT	LAST NAME	FIRST NAME	POSITION	FTE	ED CODE	AUTHORIZATION
22167		GIDION	JANEY	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
26127		GILLIGAN	JENNY	TEACHER-MIDDLE SCHOOL	1.0	44909	7394-TIIG
25936		GIRARD	ERIN	TEACHER-HIGH SCH	1.0	44909	1104-LOTTERY
16487		GLASSEN	NINA	TEACHER ON SPEC ASSIGNMENT	0.6	44909	4035-TITLE II (.5)/7090-EIA (.5)
24811	X	GLOVER	BONITA	TCHR-SE-SDC-OAK GROVE	1.0	44909	6500-SP ED
26251		GOMEZ	ANGELICA	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
27488		GONZALEZ	KRISTIAN	PSYCHOLOGIST	0.8	44909	3313-SP ED ARRA
16255		GRACE	JENNIFER	TCHR-SE-RSP-SMS	1.0	44909	6500-SP ED
28353	X	GRASSO	LYNDA	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
25328		GREEN	JUSTIN	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
20548	X	GRONDAHL	REBECCA	TEACHER-MIDDLE SCH	1.0	44909	7090-EIA (.5)/7394-TIIG (.1)/4203-TIII (.4)/3010-TITLE I ARRA (.2)
28409		HAIRSTON, JR.	WILLIAM	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
25132		HALL	TIFFANY	COUNSELOR-MS	0.5	44909	7394-TIIG (.5)
25599		HAMBRICK	KELLY	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
20307	X	HAMMONS	JAMES	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
22494		HANCOCK	CARLY	TEACHER-ELEMENTARY MUSIC	0.4	44909	1102-LOTTERY (.4)
26831		HANSCOME	LINDSEY	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
26228		HANSEN	DAVID	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG

ID#	RESPONDENT	LAST NAME	FIRST NAME	POSITION	FTE	ED CODE	AUTHORIZATION
21676	X	HANSEN	LACEY	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
22632		HARNEY	JASON	TEACHER-HIGH SCH	1.0	44909	1104-LOTTERY
27485		HARRINGTON	CANDICE	TEACHER-HIGH SCH	1.0	44909	7399-SIP
17695		HAUPT	MARY	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
25876	X	HEGARTY	ALISON	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
28366		HEINSEN	REBECCA	TCHR-SE-SDC-BATHGATE	1.0	44909	6500-SP ED
24285		HERBOLD	KEITH	TEACHER-MIDDLE SCH	1.0	44909	7399-SIP
25872		HERNANDEZ	NORMA	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
28341		HERNANDEZ	REAGAN	TCHR-SE-SDC-Barcelona	1.0	44909	6500-SP ED
27326		HERRING	JENNIFER	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
28378		HILL	STACY	TCHR-SE-SDC-BAMS	1.0	44909	6500-SP ED
21035	X	HINE	PATRICIA	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
12362	X	HODEL	GAIL	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
22088		HOLEN	JENNY	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
20235		HORNIG	SARAH	TEACHER-ELEMENTARY	0.4	44909	7394-TIIG (.4)
24673		HOWARD	ANDREA	TEACHER-ELEMENTARY MUSIC	1.0	44909	1113-LOTTERY
26300		HUBBARD	MISHELLE	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
28386		HUSSEIN	ABIR	TEACHER-HIGH SCH	1.0	44909	7394-TIIG

ID#	RESPONDENT	LAST NAME	FIRST NAME	POSITION	FTE	ED CODE	AUTHORIZATION
26019		HUYNH	TINA	TEACHER-ELEMENTARY MUSIC	1.0	44909	1102-LOTTERY
28396	X	INSKEEP	ASHLEY	TEACHER-MIDDLE SCH	1.0	44909	1104-LOTTERY
22764		JACKSON	JENNIFER	TEACHER-ELEMENTARY MUSIC	1.0	44909	1113-LOTTERY
27034		JACQUES	PIERRE	TEACHER-ELEMENTARY	1.0	44909	3010-TITLE I
25129	X	JARAMILLO	BARBARA	COUNSELOR-TITLE I	1.0	44909	3010-TITLE I
28397		JAX	ALISON	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
26678		JEAN	AMANDA	TEACHER-HIGH SCH	1.0	44909	7399-SIP
26672		JOHNSON	GEORGETTE	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
19707		JOHNSON	MARIA	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
20354	X	JONES	CHRISTA	TEACHER-ELEMENTARY	1.0	44909	7400-QEIA
23483	X	JUNCO	JULIANA	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
27157		KANESHIRO	REID	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
20326		KAVOOSI	KAREN	TCHR-SE-SDC-ANHS	1.0	44909	6500-SP ED
28349	X	KEELER	LINDA	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
17318		KISSEL	HEIDI	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
25255	X	KOEHLER	COURTNEY	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
18807		KOLENIC	NICOLE	ELEM TCHR ASST PRINC I RSP	1.0	44909	6500-SP ED
25817		KOLENIC	RITA	TEACHER-HIGH SCH	1.0	44909	7394-TIIG

ID#	RESPONDENT	LAST NAME	FIRST NAME	POSITION	FTE	ED CODE	AUTHORIZATION
20329	X	KOPCZYNSKI	LISA	TEACHER ELEMENTARY	1.0	44909	7394-TIIG
27489	X	KOSKELLA	AMELIA	PSYCHOLOGIST	1.0	44909	7394-TIIG (.3)/6500-SP ED (.2)/6515-SP ED (.2)/3313-SP ED ARRA (.3)
21665		KOVAC	JAMI-LYN	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
25755		KUBBA	DINA	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
20645		KUBLY	TROY	TCHR-SE-RSP-LRES/OSO GRANDE	1.0	44909	6500-SP ED
20248		LAMARRE	NICOLE	TEACHER ELEMENTARY	1.0	44909	7394-TIIG
26359		LANE	SERENA	TEACHER-HIGH SCH	1.0	44909	7399-SIP
26658		LE	LESLIE	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
23219		LEE	CHRISTINA	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
28470		LESLIE	ELIZABETH	TCHR-SE-SDC-VDMMMS	1.0	44909	6500-SP ED
19129	X	LEWIS	SANDRA	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
21375		LONGDON	BRITTANY	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
21850	X	LOUIE	JAMIE	TEACHER-MIDDLE SCH	1.0	44909	7399-SIP
28361		LOWE	MARK	TCHR-SE-SDC-SJHHS	1.0	44909	6500-SP ED
22833	X	LUCIANI JR	DAVID	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
18893	X	MACKEY	MARYANN	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
23677		MAHINDRAKAR	MANOJ	TOSA-HS ACTIVITIES DIRECTOR	1.0	44909	7394-TIIG
28407		MALTBY	SHANNON	TEACHER-HIGH SCH	1.0	44909	7394-TIIG

ID#	RESPONDENT	LAST NAME	FIRST NAME	POSITION	FTE	ED CODE	AUTHORIZATION
28382		MARCOS	LAUREN	TEACHER-HIGH SCH	1.0	44909	7399-SIP
26391		MARTIN	HEATHER	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
24757	X	MARTUS	LARISSA	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
15314	X	MASHBURN	ANDREW	TEACHER-HIGH SCH	1.0	44909	4035-TITLE II (MISC)
28374		MATSUOKA	SHARON	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
27894		MAXWELL	MATTHEW	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
28380		MAY	MARY	TCHR-SE-SDC-AUTISM	1.0	44909	6500-SP ED
28367		MCARDLE	ROBERT	TCHR-SE-SDC-NHMS	1.0	44909	3313-SP ED ARRA
27496	X	MCCARTHY	RYAN	TEACHER-HIGH SCH	1.0	44909	7399-SIP (.8)/4035-TITLE II (.2)
16729		MCDANIEL-SIPLIVY	HEATHER	TEACHER-ELEMENTARY	1.0	44909	3010-TITLE I (.72)/3011-TITLE 1 ARRA (.28)
27327		MCFAUL	MARIBETH	TEACHER-MIDDLE SCH	0.8	44909	7394-TIIG (.8)
24053	X	MCLELLAN	HAYLEY	TEACHER-HIGH SCH	1.0	44909	4035-TITLE II (MISC)
22057	X	MICKELSON	LYNDSEY	TEACHER-MIDDLE SCH	1.0	44909	7399-SIP
20356		MISCHEL	STEPHANIE	TEACHER-ELEMENTARY	0.4	44909	4203-TITLE III (MISC)
25933	X	MOEN	MELISSA	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
28398		MOORE	FARREL	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
20344	X	MORRIS	ELIZABETH	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
25706		MORRISON	CATHERINE	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG

ID#	RESPONDENT	LAST NAME	FIRST NAME	POSITION	FTE	ED CODE	AUTHORIZATION
24068	X	MOSCONI	VICTOR	TEACHER-MIDDLE SCH	1.0	44909	4035-TITLE II (MISC)
28375		MOSIER	JASON	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
27700		MUNSON	ALYSON	PSYCHOLOGIST	1.0	44909	7394-TIIG (.4)/6500-SP ED (.6)
24728	X	MURPHY	MELISSA	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
28392		NARR	CHERISE	TEACHER ELEMENTARY	1.0	44909	3010-TITLE I
22293		NELSON	ERIK	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
27932	X	NGUYEN	NANCY	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
26443	X	NIELSEN	MARILEE	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
24421	X	NIELSEN	NOELLE	TEACHER-MIDDLE SCH	1.0	44909	1104-LOTTERY
25542		NOLAN	CATHERINE	TEACHER-HIGH SCH	1.0	44909	7399-SIP (.8)/4035-TITLE II (.2)
26396		NULL	LAURA	TCHR-SE-SDC-SED-TIJERAS CRK	1.0	44909	6500-SP ED
18019	X	O'CONNELL	TERESA	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
28399		OGDEN	ASHLY	TCHR-SE-RSP-DHHS	1.0	44909	6500-SP ED
20421	X	O'LEARY	DARLA	TEACHER-ELEMENTARY	1.0	44909	7400-QEIA
24697	X	O'LEARY	NATHAN	PSYCHOLOGIST	1.0	44909	7394-TIIG (.4)/6500-SP ED (.6)
23871	X	OLSEN	KATHRINE	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
28462		PARK	WENDY	TEACHER-SP ED PRESCHOOL	1.0	44909	3315-SP ED
26138	X	PASSARELLI	KENDRA	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG

ID#	RESPONDENT	LAST NAME	FIRST NAME	POSITION	FTE	ED CODE	AUTHORIZATION
28387		PATERNO	ROCKY	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG (.8)
25839		PAULSEN	APRIL	TCHR-SE-RSP-OSO GRANDE	1.0	44909	6500-SP ED
26169	X	PECK	LINDSAY	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
28196		PELLOW	LINDSEY	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
26628		PEREZ	CARMEN	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
22612		PEREZ	RICHARD	TEACHER-MIDDLE SCH	0.4	44909	1104-LOTTERY (.4)
24308		PERSINGER	RYAN	TEACHER-MIDDLE SCH	1.0	44909	7399-SIP (.8)/7394-TIIG (.2)
28406		PHILLIPS	DEANNA	TCHR-SE-RSP-REILLY	1.0	44909	6500-SP ED
25133		PIANTA	REBECCA	COUNSELOR	0.6	44909	7090-EIA
27480		PINO	DAVID	SEC TCHR ASST PRINCIPAL II	1.0	44909	7394-TIIG
28383		PINTAURO	STEFANIE	TEACHER-MIDDLE SCH	0.6	44909	7394-TIIG (.6)
26722	X	PLOSKINA	CANDACE	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
27272		POLLIN	CAITLIN	TCHR-SE-AUTISM K-CASTILLE	1.0	44909	6500-SP ED
18186		PORTER	JACQUELINE	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
21504	X	PORTNOFF	ANGELA	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
21505	X	POTEET	GINA	TEACHER-MIDDLE SCH	0.6	44909	7394-TIIG (.6)
24239	X	POWELL	BROOKE	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
25155	X	PRICE	EMILY	TEACHER-HIGH SCH	1.0	44909	7399-SIP

ID#	RESPONDENT	LAST NAME	FIRST NAME	POSITION	FTE	ED CODE	AUTHORIZATION
19138	X	PRIMACK	KAREN	TEACHER-ELEMENTARY	1.0	44909	3010-TITLE I
27522		QUINN	CORY	TCHR-SE-SDC-SMS	1.0	44909	6500-SP ED
24566	X	QUINN	JARETT	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
28385		REED	JOHN	TEACHER-MIDDLE SCH	1.0	44909	1104-LOTTERY
25820		REILAND	CHRISTOPHER	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
14398	X	REILLY	MONIQUE	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
19991		RICKS	KELLY	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
24937	X	RIDILL	BRUCE	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
27470		RIGBY	MICHAEL	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
16054	X	ROCHE	ANN	DISTRICT WIDE NURSE	1.0	44909	7394-TIIG
27610	X	RODRIGUEZ	AIMEE	TCHR-SE-SDC-OAK GROVE	1.0	44909	6500-SP ED
26631		RODRIGUEZ	GEORGE	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
17942	X	ROYAL	SUSAN	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
18928	X	RUNYAN	JAIME	COUNSELOR-HS	1.0	44909	7394-TIIG (.82)/6405-SCH SAFETY (.18)
27257	X	RUSINKOVICH	TODD	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
25733		SABAD	BERNARDO	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
24907		SAMPSON	TIMOTHY	TEACHER-HIGH SCH	1.0	44909	7399-SIP
16323	X	SANCHEZ	CAREN	TCHR-SE-SDC-SH-THS	1.0	44909	6500-SP ED

ID#	RESPONDENT	LAST NAME	FIRST NAME	POSITION	FTE	ED CODE	AUTHORIZATION
24603	X	SANCHEZ	LYNN	TEACHER-HIGH SCH	1.0	44909	4035-TITLE II (MISC)
20079	X	SANCHEZ	STEPHANIE	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
23839	X	SARTORIS	REANNAH	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
26478	X	SAUNDERS	MELISSA	TCHR-SE-SDC-SH-REILLY	1.0	44909	6500-SP ED
26789	X	SCHREIBER	RYAN	TEACHER-MIDDLE SCH	0.6	44909	7394-TIIG (.6)
21493	X	SCHWARTZ	RONI	TCHR-SE-RSP-BENEDICT	0.6	44909	6500-SP ED
19718		SEMAS	ANDREA	TEACHER-ELEMENTARY	1.0	44909	7090-EIA (.7)/3010-TITLE I (.3)
20557		SHWAM	CELINA	TEACHER-ELEMENTARY	0.5	44909	7394-TIIG (.5)
22693		SIELING	TARA	PSYCHOLOGIST	1.0	44909	3315-SP ED(.40)/0000-GEN FUND (.40)/6510 (.20)
24797	X	SILVERTHORNE	ELIZABETH	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
24983	X	SIMMONS	JACQUELINE	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
25835	X	SKON	KELLY	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
18936		SMITH	MAUREEN	COUNSELOR-MS	1.0	44909	7394-TIIG
28402		SMITH	RYAN	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
20581		SMITH	STACI	ELEM TCHR ASST PRINCIPAL I	1.0	44909	7394-TIIG
20255	X	SOBOLESKI	AMANDA	RESOURCE TCHR-MFMS	1.0	44909	3010-TITLE I (.7)/3011-TITLE I ARRA (.3)
24108		SORRELL	JASON	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
26652		SOTO	ANTONIO	TEACHER-HIGH SCH	1.0	44909	1104-LOTTERY

ID#	RESPONDENT	LAST NAME	FIRST NAME	POSITION	FTE	ED CODE	AUTHORIZATION
24950	X	SOTTILE	WENDY	TEACHER-MIDDLE SCH	1.0	44909	4203-TITLE III (MISC)
18265		STARR	BARBARA	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
24683		STIRLING	BROOKE	TEACHER-MIDDLE SCH	1.0	44909	7090-EIA (MISC)
24975		STRODL	LINDSAY	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
25469		STYLES	KAREN	TCHR-SE-SDC-SH-NMS	1.0	44909	6500-SP ED
28379	X	SUMMERS	NICOLE	TCHR-SE-FED PSCH-PALISADES	1.0	44909	3315-SP ED
28403		SZEBERT	ALICIA	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
25096	X	TALBERT	ASHLEY	COUNSELOR-ATS-GF	1.0	44909	7394-TIIG
25535	X	TATALA	JENNIFER	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
28422		TAYLOR	JULIE	TCHR-SE-SDC-ADULT TRANS	0.5	44909	6500-SP ED
27030	X	THEISEN	ERIN	PSYCHOLOGIST	1.0	44909	7394-TIIG (.2)/3313-SP ED ARRA (.5)/6500-SP ED (.3)
24674		THOMAS	HARMONY	TCHR-SE-SDC	0.0	44909	6500-SP ED
28404	X	THOMAS MACKEY	PEGGY	TCHR-SE-SDC-DHH-CVES	1.0	44909	6500-SP ED
28369		THURLOW	RYAN	TCHR-SE-RSP-SJHHS	1.0	44909	6500-SP ED
25948	X	TODD	MARY	TCHR-SE-RSP-DJAMS	1.0	44909	6500-SP ED
16013	X	TRUDEAU	LAURA	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
24812		TUCKER	EMILY	TEACHER-HIGH SCH	1.0	44909	4203-TITLE III (MISC)
24803		VALDERRAMA	ANDREW	TEACHER-HIGH SCH	1.0	44909	3011-TITLE I ARRA (MISC)

ID#	RESPONDENT	LAST NAME	FIRST NAME	POSITION	FTE	ED CODE	AUTHORIZATION
20732		WADE	NATALIE	TEACHER-ELEMENTARY	1.0	44909	7394-TIIG
20714	X	WADE	STEVEN	TEACHER-HIGH SCH	0.8	44909	1104-LOTTERY
23779	X	WALDUKAT	ANDREAS	TEACHER-HIGH SCH	1.0	44909	1104-LOTTERY
27482		WALLACE	DANIELLE	TEACHER-HIGH SCH	1.0	44909	7399-SIP
25477	X	WEGNER	KATHLEEN	TEACHER-HIGH SCH	1.0	44909	7394-TIIG (.6)/4055-TITLE II (.4)
23310		WEHUNT-GIBSON	CHRISTINE	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
27495	X	WEINBERG	DAVE	TEACHER-HIGH SCH	1.0	44909	1104-LOTTERY
24602	X	WIGGLESWORTH	MICHAEL	TEACHER-HIGH SCH	1.0	44909	7399-SIP (.2)/7394-TIIG (.8)
28376		WILLETT	SARAH	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
24487	X	WILLEY	ELIZABETH	TEACHER-HIGH SCH	1.0	44909	3100-TITLE I ARRA (MISC)
28377		WILLIAMS	JACQUELINE	TEACHER-MIDDLE SCH	1.0	44909	1104-LOTTERY
23909	X	WING	REBEKAH	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
21398	X	WONDRA	TIFFANY	TEACHER-MIDDLE SCH	1.0	44909	7394-TIIG
26668		WRIGHT	RACHEL	TEACHER-ELEMENTARY MUSIC	1.0	44909	1113-LOTTERY (.8)/1104-LOTTERY (.2)
25852	X	YOUNG	MICHAEL	TEACHER-HIGH SCH	1.0	44909	7394-TIIG
24917		YOUNG	STUART	TCHR-SE-RSP-AVMS	1.0	44909	6500-SP ED

ID#	RESPONDENT	LAST NAME	FIRST NAME	POSITION	FTE	ED CODE	AUTHORIZATION
12218	X	BAK-BOYCHUK	CHRISTINE	TEACHER-HIGH SCH	1.0	44920	7140-GATE (ROBINSON .8 AND PETERSON .2)
24915		CLEM	MONICA	TEACHER-MIDDLE SCH	1.0	44920	7090-EIA (OSIER)
20087		DEVORE	AMY	TEACHER-ELEMENTARY	1.0	44920	7400-QEIA (ALAPAG)
25120	X	FALCON	MAYGULIDA	COUNSELOR-HS	1.0	44920	3010-TITLE I (.5)/7090-EIA MISC (.5) (VICTA)
20394		GARCIA	STEFFANIE	TEACHER-ELEMENTARY	0.5	44920	0400-GIFT (KOPJAK)
24717		GILBERT	CATHERINE	TEACHER-HIGH SCH	1.0	44909	6405-SCHOOL SAFETY (.8)/7271-PAR (.2) (NUNAN)
21348	X	HEAVLIN-MARTINEZ	JOHANNA	TEACHER-MIDDLE SCH	1.0	44920	4035-TITLE II (LOVE)
22013	X	KOOPMAN	NICOLE	TEACHER-MIDDLE SCH	0.6	44920	3313-SP ED ARRA (SCHOLL)
24882		LANG	JUSTINE	SEC TCHR ASST PRINCIPAL II	1.0	44920	3313-SP ED ARRA (METTERT)
18890	X	LOFTIS	JENNIFER	TEACHER-MIDDLE SCH	1.0	44920	3313-SP ED ARRA (LOYA)
22472		MATTERS	JULIE	TEACHER-MIDDLE SCH	1.0	44920	7393-STAFF DEV (CHAMBERLAIN)
23950		PUMA	SHAWNA	COUNSELOR-MS	0.5	44920	6405-SCH SAFETY (.50) (KOB, MCKENNA, SOUCY)
17188		SOUTHWORTH	NAYLA	TEACHER-ELEMENTARY	0.0	44920	0400-GIFT (BRANNAM)
18980		STEVENS	JENNIFER	TEACHER-ELEMENTARY	0.4	44920	7400-QEIA (SLEE)
18945	X	SWANSON	CELESTE	ELEM TCHR ASST PRINCIPAL I	1.0	44920	7400-QEIA (ARNDT)
20392		THEURER	BERNADETTE	TEACHER-ELEMENTARY	0.5	44920	7400-QEIA (CARNEY)

ID#	RESPONDENT	LAST NAME	FIRST NAME	POSITION	FTE	ED CODE	AUTHORIZATION
18950		AGYEKUM	CARRIE	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
28373	X	ALMANZA	NADINE	TEACHER-MIDDLE SCH	1.0	44920	LOA-M. GUTRIDGE
20247	X	BENTLEY	JANET	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
18811	X	BILLMAN	WENDY	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
22553	X	BROOKS	TERESA	TEACHER-ELEMENTARY	1.0	44920	LOA-J.NOLAND/L. FOMENKO
20259	X	BURNS	ANNETTE	TEACHER ELEMENTARY	1.0	44920	PARTNERSHIP
19747	X	CANTACESSI	ANGELA	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
18820		CARLINI-CASTIGLIA	MARCELLA	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
21355	X	CARRIE	CAROLYN	TEACHER-ELEMENTARY	1.0	44920	LOA-T. CARLSON
18822	X	CLARKE	AMY	TEACHER-ELEMENTARY	1.0	44920	LOA-D. NOWELL
20271	X	CONRADY	PLEASANCE	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
20275	X	CROPLEY	JASON	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
28497		CURLEY	JULIE	TCHR-SE-DIS-ADAPTIVE PE	1.0	44920	LOA-M. NORMAN
20279		DEMBIEC	CHRISTOPHER	ELEM TCHR ASST PRINCIPAL II	1.0	44920	PARTNERSHIP
18880	X	DIXON	KENDRA	TEACHER ELEMENTARY	0.5	44920	PARTNERSHIP
20283		DUNNICLIFFE	MARY	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
19176	X	ELTISTE	ELLEN	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
18824	X	FANTASIA	TERESA	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP

ID#	RESPONDENT	LAST NAME	FIRST NAME	POSITION	FTE	ED CODE	AUTHORIZATION
20290	X	FISHER	MAGGIE	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
20303	X	GOETSCH-GATES	LAURA	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
20306	X	GOODE	KIMBERLY	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
18858	X	GRAY	CARRIE-ANNE	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
18867	X	HANSEN	JULIEAN	TEACHER-ELEMENTARY	1.0	44920	LOA-J. YONTOS-HOWIE
20315	X	HOFFMAN	TODD	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
18881	x	JOHNSON	TRICIA	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
21093	X	KLUCK	JANE	TEACHER-MIDDLE SCH	1.0	44920	LOA-M. STONE
22780	X	KNOX	VANESSA	TEACHER-ELEMENTARY	1.0	44920	LOA-N. SOUTHWORTH
20396	X	KOENIG	ELISA	TEACHER-ELEMENTARY	0.4	44920	PARTNERSHIP
18244	X	LAROCHE	CYNTHIA	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
22459	X	LAST	ERIN	TEACHER-ELEMENTARY	1.0	44920	LOA-J. GRUENEWALD
20335		MAGGAY	MARY	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
11655		MCDONALD	JILL	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
20339	X	MCKINSTRY	SHANNON	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
18918	X	MEYERS	BONNY	TEACHER-ELEMENTARY	1.0	44920	LOA-C. KAMBS
18910	X	MORGAN	DIANA	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
28743		MORRISON	JOHN	TCHR-SE-SDC-REILLY	1.0	44920	LOA-H. THOMAS

ID#	RESPONDENT	LAST NAME	FIRST NAME	POSITION	FTE	ED CODE	AUTHORIZATION
18917	X	PARADISE	SUSAN	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
20276	X	PETERSON	CHRISTIN	TEACHER ELEMENTARY	0.5	44920	PARTNERSHIP
18919	X	PORTAS	LARI	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
19462	X	RUMPF	STACY	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
17207		SANDOVAL	ROCIO	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
19443	X	SCHOONOVER	ELISA	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
20379	X	SIGLOCK	KYLIE	TEACHER-ELEMENTARY	1.0	44920	PARTNERSHIP
20388	X	STRICK	CHRISTA	TEACHER-ELEMENTARY	0.5	44920	LOA-C. MOORE
22579	X	WEST	LELIA	TEACHER-ELEMENTARY	0.5	44920	LOA-E. TARUI
20309	X	WILLIAMS	KIMBERLY	TEACHER-ELEMENTARY	1.0	44920	LOA-C. AGEYKUM

CAPISTRANO UNIFIED SCHOOL DISTRICT

REPORT TO THE BOARD OF TRUSTEES REGARDING DECEMBER 2010 STORM AND FLOOD DAMAGE



Prepared by:

**Randy Rowles, PE
Executive Director, Facilities and Plant Operations**

May 9, 2011



**AGENDA ITEM 14
EXHIBIT H**

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REPORT TO THE BOARD OF TRUSTEES REGARDING DECEMBER 2010 STORM AND FLOOD DAMAGE

The storm events of December 2010 had a significant impact on many sites throughout the entire District. This report provides a brief summary of flood-related activities regarding affected facilities, discusses the financial impact of the remediation work to the District, and highlights the remaining resources and requirements to complete the work to storm-damaged sites and facilities.

I. DESCRIPTION OF EVENT

From December 17, 2010, through January 4, 2011, Southern California--and particularly southern Orange County--experienced a hydrological storm not seen in over 100 years. The area was declared both federal and state disaster areas by the Federal Emergency Management Agency (FEMA) and the California Emergency Management Agency (Cal-EMA). Rain fell continuously for several days, saturating the soil, resulting in the drainage of excess precipitation into storm drain systems, streams, and rivers. The rain and runoff from this “once in over 100 year” storm significantly damaged roads, public infrastructures, property, and buildings throughout southern Orange County. District facilities were impacted in various degrees, from minor roof leaks and site flooding, to major damage to interiors and exteriors of schools.

II. IMPACT TO DISTRICT FACILITIES

The District first saw the first major signs of the storm event when, at approximately 6:30 a.m. on Wednesday, December 22, 2010, El Horno Creek overflowed its banks and flooded the entire campuses of San Juan Elementary School and the adjacent Capistrano-Laguna Beach Regional Occupational Program (ROP). District Maintenance & Operations (M & O) staff responded immediately and began sand bagging and clearing storm drains and catch basins to allow the water to drain as quickly as possible. M&O staff then started visiting other nearby San Juan Capistrano campuses to assess the storm impact and noticed the failure of the City storm drain systems had caused water to wash over the sidewalk of Del Obispo Avenue and forced water and mud into the facilities at Del Obispo Elementary School and Marco Forster Middle School. M&O personnel determined the extent of the flooding could be severe throughout the District

and assigned staff to visit all 56 campuses and assess the damage and required remediation to bring District classrooms to a functional level when classes resumed January 3, 2011.

The following is a listing of those facilities impacted by the storm floods and the requisite repairs. A brief description of damage is also included:

- **Ambuehl Elementary School** – Roof leak causing damage in library and office area.
- **Aliso Viejo Middle School** – Roof leak produced wall damage in conference room.
- **Truman Benedict Elementary School** – Courtyard leaks into classroom areas.
- **Capistrano Valley High School** – Erosion of slopes along the west, north, and east property lines. Minor roof leaks in classrooms.
- **Concordia Elementary School** – Roof leaks in portables damaging wall panels.
- **Del Obispo Elementary School** – Mud and water damage in nine classroom interiors, significant mud removal from playground areas, and movement of slopes occurred at the western property line adjacent to Del Obispo Ave.
- **Ladera Ranch Middle School** – Flooding of exterior storm drains caused flooding in the County library and middle school multi-purpose room. Extraction of water from flooded areas took place immediately and no damage to facilities occurred.
- **Las Palmas Elementary School** – Roof drains plugged and pooled water leaked into classroom, damaging walls, insulation, and ceiling tiles.
- **Marco Forster Middle School** – Mud and water damage in 14 classrooms, the multi-purpose room, administrative office, Food Service area, the boys' and girls' locker rooms, and a significant amount of mud removal from the playground.
- **Moulton Elementary School** – Roof leak damaged wall in classroom.
- **Palisades Elementary School** – Roof leak damaged wall in speech therapy office.
- **ROP** – Mud and water damage in six classrooms and the parking lot nearest El Horno Creek.
- **San Clemente High School** – Various roof leaks causing wall damage to eight classrooms.
- **San Juan Elementary School** – Mud and water damage in 10 classrooms, the office, the multi-purpose room, staff lounge, kitchen, teacher workroom, the Teacherage, the entire campus, and playground area.
- **Shorecliffs Middle School** – Roof leaks caused wall and ceiling damage in five classrooms.
- **Viejo Elementary School** – Roof leaks in a portable classroom caused substantial damage to walls and exterior panels.
- **George White Elementary School** – Roof and window leaks caused damage to wall in the principal's office.

There were minor roof leaks at many other campuses throughout the District, requiring the replacement of ceiling tiles but no further reportable damage.

Overall, the District facilities were not severely impacted by the storm with the exception of four primary campuses which required substantial remediation. Those sites, Del Obispo Elementary

School Marco Forster Middle School, San Juan Elementary School, and the ROP, will be discussed in further detail in the next section.

III. REMEDICATION OF DAMAGED AREAS

The storm events produced substantial damage to Del Obispo, Marco Forster, San Juan, and ROP campuses which required extensive involvement from Alliance of Schools for Cooperative Insurance Programs (ASCIP) and a coordinated clean-up and remediation program. This effort needed around-the-clock participation of District personnel and outside ASCIP contractors to clean and restore the school sites to a suitable level for instruction to commence as scheduled on January 3, 2011.

The remediation of the mud and water damaged areas were very similar at each of the four affected school sites and generally consisted of the following:

- Extraction of mud and water from carpet and impacted areas.
- Application of solvents to clean and prevent all microbial activity.
- Removal of base from walls to facilitate drying of wet wall areas.
- The inventory, cataloging, and removal of all furniture and equipment.
- Installation of dehumidifying equipment to dry out carpet and floor areas.
- Installation of new top set base for classroom and office perimeters.
- The environmental testing of classroom air and remediated surfaces to ensure the classrooms met all state indoor air quality guidelines.
- The original classroom and office furniture and equipment moved back in at each site.
- M&O and Technology & Information Services (TIS) personnel tested and confirmed operation of all building and technology equipment and systems.

M&O and TIS personnel, along with ASCIP and the outside contractors, worked with principals, teachers, and site staffs to continuously monitor classrooms for indoor air quality and other environmental concerns. Persistent odor issues at Del Obispo and San Juan elementary schools required further investigation by ASCIP and M&O staff. It was determined that two layers of carpet existed in several areas. Below the two layers of carpet, asbestos floor tiles were found in seven classrooms at Del Obispo and four classrooms and the office at San Juan Elementary School. The above areas were remediated of all asbestos materials and all old carpet was removed. New carpet was installed in each affected area. This remediation process occurred during February and March of 2011 and was monitored for compliance with all environmental guidelines.

This condition was also investigated at Marco Forster and ROP; no similar conditions were found.

IV. DISTRICT INSURANCE COVERAGE AND FEMA/CAL-EMA PROCESS

Insurance Coverage From ASCIP

The costs associated with the required remediation and clean-up activities from the storm damage at each site is significant. District staff immediately engaged the services of ASCIP and its remediation professionals to assist with the clean-up effort to ensure each remediation complied with all policy provisions. During the first two days of the remediation effort, ASCIP adjusters and the District's Risk Management staff reviewed policy coverage. The conclusion of the policy review was that all expenses incurred to repair the storm-related damages would be covered by the current ASCIP insurance policy with two specific policy exclusions:

1. Damages to site and structures due to flooding
2. Slope and other erosion-related damages

These exclusions have a major financial impact to the District in relation to remediation activities required to rehabilitate the following sites:

San Juan Elementary School and ROP - Damage to site and structures was directly due to the flooding of El Horno Creek, which runs through the San Juan Elementary School (SJES) campus and is owned by the District. The District has completed nearly all required remediation work at SJES. The costs to remedy the flood-related damages are delineated as follows:

Costs associated with mud-related damage to buildings	\$312,300
Costs to remove, inventory, and re-install furniture/equipment	\$114,500
Testing, professional services, materials, etc.	<u>\$45,200</u>
Total District Expenditures at SJES	\$472,000

Capistrano Valley High School (CVHS) - Slope subsidence occurred at several locations on the Capistrano Valley High School campus. None of the subsidence areas affect classroom building areas; however, no corrective measures will take place until the FEMA review and eligibility process concludes.

Estimated Cost to Repair Slopes at CVHS	\$50,000 - \$100,000
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Del Obispo Elementary and Marco Forster Middle School – Slope subsidence occurred along the west property line of each campus adjacent to Del Obispo Avenue. None of the subsidence areas affect classroom building areas; however, no corrective measures will take place until the FEMA review and eligibility process concludes.

Estimated Cost to Repair Slopes at Del Obispo/Marco Forster	\$100,000 - \$200,000
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Assistance from FEMA and Cal-EMA

District personnel have participated in the application process to qualify for federal and state funding through FEMA and Cal-EMA. On March 17, 2011, the District was informed that CUSD is approved to receive funding by FEMA. Facilities staff prepared a "List of Projects" for FEMA and Cal-EMA for which we are seeking a determination of eligibility and funding. Federal and state emergency funding assistance is limited to those costs not covered by existing insurance policies. Staff met several times with FEMA and Cal-EMA agency representatives to discuss facility damages which occurred directly from the storm, including site visits. The projects are currently being reviewed for eligibility and the District will be notified once a decision has been made. This process can take several months. FEMA funds up to 75% of eligible costs and Cal-EMA funds up to 18% of eligible costs.

FEMA's damage qualification and funding policies generally recognize that the costs for emergency repairs and remediation activities associated with District buildings are eligible. However, FEMA and Cal-EMA have very restrictive eligibility requirements regarding slope subsidence and reimbursement of activities and costs for slope and erosion repairs. The District's "List of Projects" includes all of the uninsured storm-related costs, including estimates for the slope subsidence areas.

During consultation with Cal-EMA personnel, it was discovered that the District had applied for emergency funds from the agencies in 2005. The District did receive a small amount of funding from FEMA; however, the project was not properly closed out and inspected by federal and state agencies. There is approximately \$150,000 of funding that remains encumbered for the District but has not been released. The District is required to close out the old funding applications as a condition to receive funds for the December 2010 storm. Staff will perform all required activities to close out the old projects and request any District eligible FEMA and Cal-EMA funds.

V. FINANCIAL IMPACTS

The emergency nature of the facilities damage and needed repairs required an immediate and coordinated response between District and ASCIP personnel. The resources assigned and expended to address the impact to District facilities are significant. Almost all costs associated with the emergency activities at SJES and ROP have been paid. There were several costs incurred by our insurance carrier that were covered in our policy and not detailed in this report. Those ASCIP-covered claims for remediation and clean-up work required at our school sites are currently estimated to exceed \$600,000. Additionally, the District is eligible for (and will seek) ASCIP reimbursement of personnel overtime costs related to the storm event, which total nearly \$90,000.

The following is a summary of all costs and expected FEMA funding reimbursement for the December 2010 damage:

ASCIP Policy Deductible	\$25,000
SJES/ROP (Actual)	\$472,000
Capistrano Valley High School (Estimated)	\$50,000 - \$100,000
Del Obispo/Marco Forster (Estimated)	<u>\$100,000 - \$200,000</u>
Total Estimated District Costs	\$647,000 - \$797,000
FEMA/Cal-EMA Funding – 2010 (75%-93% of SJES) (\$354,000 - \$438,000)	
FEMA/Cal-EMA Funding – 2005	<u>(\$0 - \$150,000)</u>
Total Estimated Federal/State Reimbursement	(\$354,000 - \$588,000)
<i>Total Estimated District Financial Impact</i>	<i>\$59,000 - \$443,000</i>

The funding and reimbursement process with FEMA and Cal-EMA is very slow, given the layers of required approvals. Also, the District has a significant time and personnel requirement to close out the old FEMA applications and make the District eligible to receive any old or new funding. The 2010 project eligibility review and approval processing will not be delayed by the old project close-out requirements; however, funds will not be distributed to the District until the close-out process is complete.

VI. REMAINING ACTIVITIES

District personnel has worked diligently with federal and state agency representatives, as well as site administrators, to prepare and submit the required project applications for the December 2010 damages. The District was one of the first submitters of information to FEMA and Cal-EMA for review and processing which should expedite our application's approval. There are still some slope remediation and administrative activities that require continued attention of Facilities and M&O personnel. The remaining activities are:

- Provide ongoing consultation with FEMA and Cal-EMA agency representatives to facilitate the review and approval of the current funding application.
- Complete the close-out of previously opened FEMA funding applications to secure previous funding allocations and preserve the District's ability to receive funding for the eligible December 2010 damages.
- Completion of slope subsidence repairs at Capistrano Valley High School, Del Obispo Elementary School, and Marco Forster once FEMA makes an eligibility determination.

- Continue providing ongoing roof maintenance and repairs within the current budget framework throughout the District to minimize the impact of future storms.

District personnel will continue to work collaboratively to resolve any ongoing facilities issues to ensure a safe and inviting classroom environment for students, parents, and staff. Staff will also continue to provide the administrative and fiscal oversight needed to maximize District eligibility for all federal and state reimbursement to minimize the overall impact to the District's limited resources.

EDUCATION FOR STUDENTS OF LIMITED ENGLISH PROFICIENCY

~~California is a state with no ethnic/racial majority. Nationally, and in the District, the fastest growing ethnic group is Hispanic. Since 1971, Asian groups speaking a variety of languages, including Vietnamese, Cambodian, Thai, Korean, Japanese, Cantonese, and Mandarin, have constituted a large portion of the new immigrants to the United States. In the District, a mosaic of students whose first language includes Farsi, Russian, and other European languages accompany the Spanish and Asian speaking student populations.~~

~~Currently, a large percentage of the entrants to our nation's workforce represent ethnic, racial, or language minority groups. English must be a bond to unite people with a common language. The development of the talent, potential, and academic proficiency of each child will be the key to creating a common commitment to our nation's future.~~

The ~~Governing~~ Board of Trustees intends to provide English Learners with instruction that develops English fluency effectively and efficiently in accordance with law, maximizes their attainment of the highest possible levels of academic achievement, and promotes self-confidence. To accomplish these goals, all instruction will be in English with daily structured English language development lessons tailored to students' varying levels of English proficiency.

The District will implement a program which utilizes student identification, student program placement options, ~~the monitoring of student progress~~, appropriate teacher assignment, and the maintenance of clear redesignation criteria and along with program and progress monitoring. ~~In phase one, new students will be referred for language assessment to the Language Assessment Center (LAC) English Learner Services Department at the District Office. As a result of the assessment, students will be referred to one of two programs:~~ Related parental notifications shall be provided in accordance with law (Education Code §52164.1[b]).

Student Identification

In accordance with Education Code §52164.1[a], the home language survey will be used at the time of initial enrollment in the District to determine the student's experience and exposure to languages other than English. District staff will assess students within 30 calendar days of enrollment to determine language proficiency. Parents/guardians will be notified of the student proficiency level or initial fluent English-proficient status. Parents will be provided information about the program options for their child.

EDUCATION FOR STUDENTS OF LIMITED ENGLISH PROFICIENCY (continued)**Program Placement Options**

New students will be referred for language assessment to the English Learner Services Department at the District Office. As a result of the assessment, students will be referred to one of two programs:

Program 1: Mainstream English with English Learner Services (MS & ELS): Students receive all instruction in English with English language development (ELD), Specially Designed Academic Instruction in English (SDAIE) instructional strategies, and continued are provided language and academic support by qualified teachers, ~~as needed,~~ until students reach redesignation criteria. Placement for this program is recommended for students with higher levels of intermediate to advanced English proficiency as measured by the California English Language Development Test (CELDT).

Program 2: Structured English Immersion (SEI): Students receive instruction in English with ~~English Language Development ELD, and Specially Designed Academic Instruction in English~~ SDAIE instructional strategies, and may include modified curriculum to meet the needs of newcomer levels to lower levels of intermediate English proficiency as measured by the CELDT. Students are supported by qualified teachers until students reach redesignation criteria. ~~for one year and then move into mainstream English.~~

~~Students who do not move from SEI to MS & ELS at the end of one year will be referred to the Language Intervention Team (LIT). The LIT Staff may recommend that an English Learner receive an additional year in SEI and/or attend intervention and support programs to accelerate English proficiency.~~

Parental Waiver Procedure

Parents/guardians of English learners shall be notified in writing of the placement of their child(ren) in a structured English immersion program, of their right to have their child(ren) placed in a mainstream English classroom, and of the opportunity to apply for an annual parental exception waiver. Waivers may only be granted for one of the following reasons:

1. The student already knows English. The student scores at or above average on local and/or state standardized assessments.
2. The student is at least 10 years old. Waivers will be granted based upon the recommendation of the school district that an alternative course of educational study would be better suited to the student's rapid acquisition of English language skills.
3. The student has special needs. Before a waiver may be granted under this provision, the student must be placed in an English language classroom for a period of at least 30 days.

EDUCATION FOR STUDENTS OF LIMITED ENGLISH PROFICIENCY (continued)

The school district must confirm that the student has such special needs that an alternate course of educational study would be better suited to the student's overall educational development. The criteria for evaluating such special needs shall include, but not be limited to, the consideration of the physical, emotional, psychological, or educational needs of the individual student. The reasons for recommending waiver approval under this provision must be stated in writing and bear the signature of a school district representative. The waivers must be forwarded to the Superintendent or his designee for review and approval.

According to Education Code §311, all waiver requests submitted for the reasons listed in numbers one or two above must be acted upon within 20 instructional days of submission to the school principal. However, waiver requests submitted for the reasons listed in number three above may not be acted upon during the initial 30-day placement in an English language classroom. These requests must be acted upon either no later than 10 calendar days after the expiration of the 30-day classroom placement or within 20 instructional days of submission of the waiver request to the school principal, whichever is later. If the waiver request is approved, the student will be transferred from a structured English immersion class or classes to a class or classes where English and other subjects are taught through other educational methodologies permitted by law and to the extent available within the District.

If waiver requests for classes offering optional educational methodologies are granted for 20 or more students of a given grade level at the school, the school will offer such a class or classes on a space-available basis. Otherwise, the student will be granted a transfer to a school in which such a class or classes are offered on a space-available basis.

Parental Appeals

If a parent/guardian waiver request is denied, they shall be informed in writing of the reason(s) for the denial. Appeals of the decision to deny a waiver request shall be addressed in accordance with the District's uniform complaint procedures.

Teacher Assignment

English learners will be placed in classrooms with teachers who have an appropriate English learner authorization according to Education Code §44253.1.

EDUCATION FOR STUDENTS OF LIMITED ENGLISH PROFICIENCY (continued)**Redesignation Criteria**

The District will reclassify a student from English learner to Redesignated-Fluent English Proficient (RFEP) status according to the following standards based on Education Code §313[d][1-4]. Redesignation is a local decision. The Superintendent or designee shall maintain procedures for revising criteria as needed.

- a) Assessment of English language proficiency utilizing the CELDT with a score of Early Advanced or higher.
- b) Comparison of student performance using a state standardized test such with a scaled score of mid-range basic.
- c) Teacher recommendation based on student academic performance.
- d) Opportunities for parent input are solicited.

Program and Progress Monitoring

District staff monitor language and academic progress of English learners on an on-going basis and RFEP students for two years, according to 5 California Code of Regulations §11304. The District will use local plans to detail program effectiveness. In addition, the District will monitor individual student progress by using annual standardized assessment data, academic coursework grades, participation in interventions, if needed, and effectiveness of targeted instructional methodologies and materials. The purpose is to ensure that each EL achieves full proficiency in English and academic achievement at grade level as rapidly as possible (Education Code §64001{f}).

~~The Superintendent or designee shall maintain procedures which provide for the identification, assessment, and placement of students of limited English proficiency and for their redesignation based on District criteria. Related parental notifications shall be provided in accordance with law.~~

Involvement

~~At the District level and~~ At each school with 21 or more English Learner students, parent/guardian advisory committees shall be maintained to serve the advisory functions specified in law: the English Learner Advisory Committee (ELAC) and the District English Learner Advisory Committee (DELAC). Education Code §52176[b]. The English Learner Advisory Committee will advise on the follow tasks:

- 1. Advise the School Site Council on the development of the site plan.
- 2. Advise the principal and staff on the program for English learners.
- 3. Assist with the site needs assessment.

EDUCATION FOR STUDENTS OF LIMITED ENGLISH PROFICIENCY (continued)

4. Review the Language Census Report (referred to as the R-30 report).
5. Help with parents' awareness of the importance of regular school attendance.

At the District level, when there are 51 or more English learners, the District shall create a functioning District English Learner Advisory Committee (DELAC). The committee will function under the specifications of the law (5 California Code of Regulations 11308 [c][1-7]). The DELAC will advise on the following tasks:

1. Development of the District master plan, including goals and objectives for programs and services for English learners.
2. Conduct a district wide needs assessment based on the site needs assessment results.
3. Administration of the Language Census Report (R-30).
4. Review and comment of redesignation procedures.
5. Review and comment on written notifications required to be sent to parents and guardians.

Program Evaluation

To assess the adequacy of programs in serving English Learner (EL) student needs, the Superintendent or designee shall take into consideration data which indicates the effectiveness of the programs in teaching English to EL students and in contributing to their academic achievement.

The Board encourages staff to exchange information with other districts about programs, options, and strategies for EL students that succeed under various demographic conditions.

Legal Reference: (see next page)

EDUCATION FOR STUDENTS OF LIMITED ENGLISH PROFICIENCY (continued)

Legal Reference:

EDUCATION CODE

44253.5-44253.7 Certification for bilingual-cross-cultural competence

48985 Notices to parents in language other than English

52015 Components of school improvement plan

52060-52065 Native American Indian education program

52130-52136 Impacted languages act of 1984

52160-52178.4 Bilingual-Bicultural Act of 1976

52180-52186 Bilingual teacher training assistance program

54000-54041 Programs for disadvantaged children

62000-62005.5 Evaluation and sunseting of programs

CODE OF REGULATIONS, TITLE 5

4300-4320 Bilingual education program requirements

20 UNITED STATES CODE, 1701-1704

Casteneda v. Pickard (5th Cir. 1981) 648 F.2d 989

Teresa P. et al v. Berkeley Unified School District et al, (2114189) 724 F.Supp.717

Improving America's Schools Act, 199 Title VII

54440 - Migrant Children, Legislative Intent

34441-54445 - Emergency Immigrant Education Program

34 Code of Federal Regulations, 201.1, 201.12, 201.30 - 201.32, 204.10, 204.22, 204.32, 204.64

Management Resources:

CDE LEGAL ADVISORIES

0125.09 Procedures for requesting guidance from the US Department of Education

0515.89 Limited English Proficient Programs

CDE PROGRAM ADVISORIES

0210.89 Changes Regarding Limited-English Proficient Program

0520.88 State Program for Students of Limited English Proficiency, CCP: 8718-14

0602.86 Enrollment of Limited English Proficient, Fluent English Proficient, and English Only Speaking Students in Bilingual Classrooms

0217.87 Implications of Proposition 63 for Bilingual Education Programs and Other Educational Services for LEP Students

Policy
adopted: June 14, 1999

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PROPOSITION 227: PARENTAL EXCEPTION WAIVER PROCEDURES

~~In accordance with the provisions set forth in Proposition 227, all students shall be placed in classrooms in which the language of instruction overwhelmingly shall be the in English language. English learning students shall be placed in classrooms utilizing structured English immersion during a temporary transition period until they have acquired reasonable English fluency, after which they shall be placed in English language mainstream classrooms.~~

~~The school's Language Intervention Team (LIT) shall monitor the English fluency of students and make determinations relative to the continued placement of students in English immersion classes based upon local and statewide assessment data. English learning students shall continue to receive additional and appropriate educational services related to overcoming language barriers.~~

PARENTAL EXCEPTION WAIVERS

~~Parents/guardians of English learning students shall be notified in writing of the placement of their children in a structured English immersion program, of their right to have their children placed in a mainstream English classroom, and of the opportunity to apply for an annual parental exception waiver. Waivers may only be granted for one of the following reasons:~~

- ~~1. The student already knows English. Waivers will be granted for only those students meeting the following criteria:~~

~~In Grades K-1, student scores on the District's reading assessment meet or exceed the Districtwide average for their grade level.~~

~~In Grades 2-8, student scores on the CORE Level Test for both Reading Comprehension and Language Usage meet or exceed the Districtwide average for their grade level or for the District-wide 5th grade average, whichever is lower.~~

~~In Grades 9-12, student scores on the CORE level test for Reading Comprehension meet or exceed the following RIT scale scores: Grade 9 211;~~

~~Grade 10 214; Grade 11/12 216. This scale will be evaluated annually by Education Division personnel to ensure student readiness for success.~~

PROPOSITION 227: PARENTAL EXCEPTION WAIVER PROCEDURES (cont.)

- ~~2. The student is at least 10 years old. Waivers will be granted based upon the recommendation of the principal and LIT the school district that an alternative course of educational study would be better suited to the student's rapid acquisition of basic English language skills.~~
- ~~3. The student has special needs. Before a waiver may be granted under this provision, the student must be placed in an English language classroom for a period of at least 30 days. The principal and LIT school district must confirm that the student has such special needs that an alternate course of educational study would be better suited to the student's overall educational development. The criteria for evaluating such special needs shall include, but not be limited to, the consideration of the physical, emotional, psychological, or educational needs of the individual student. The reasons for recommending waiver approval under this provision must be stated in writing and bear the signature of the school principal and members of the LIT. These waivers must be forwarded to the Superintendent or his designee for review and approval.~~

~~According to Education Code §311, all waiver requests submitted for the reasons listed in #1 or #2 above must be acted upon within 20 instructional days of submission to the school principal. However, waiver requests submitted for the reasons listed in #3 above may not be acted upon during the initial 30-day placement in an English language classroom. These requests must be acted upon either no later than 10 calendar days after the expiration of the 30-day classroom placement or within 20 instructional days of submission of the waiver request to the school principal, whichever is later. If the waiver request is approved, the student will be transferred from a structured English immersion class or classes to a class or classes where English and other subjects are taught through other educational methodologies permitted by law and to the extent available within the District.~~

~~If waiver requests for classes offering optional educational methodologies are granted for 20 or more students of a given grade level at the school, the school will offer such a class or classes on a space available basis. Otherwise, the student will be granted a transfer to a school in which such a class or classes are offered on a space available basis.~~

PARENTAL APPEALS

~~If a parent/guardian waiver request is denied, they shall be informed in writing of the reason(s) for the denial. Appeals of the decision to deny a waiver request shall be addressed in accordance with the District's uniform complaint procedures.~~

PROPOSITION 227: PARENTAL EXCEPTION WAIVER PROCEDURES (cont.)

COMMUNITY-BASED ENGLISH TUTORING

~~Based upon the availability of state funding, the District may encourage family members to provide English language tutoring to their children with limited English proficiency by offering adult English language instruction to parents or other community members who agree to provide such tutoring.~~

**PROGRESS UPDATE, DIVISION OF STATE ARCHITECT, CONSTRUCTION
PROJECT LISTING– MAY 9, 2011 (IN BOLD LETTERING)**

04-104845	Del Obispo ES Modernization	Working with architects to quantify scope of work.
04-104935	Niguel Hills MS Modernization	Working with architects to quantify scope of work.
04-104993	Viejo ES Modernization	Working with architects to quantify scope of work.
04-105269	Laguna Niguel ES Restroom Building	Closed without Certification on 1/16/08. PJHM is sending letter to DSA to closeout application number.
04-108442	Newhart MS 2-Story Modular Buildings, Phase 2	All paperwork has been turned into DSA. Once application No. 04-104520 is closed out, DSA will close Application No. 04-108442.
04-104860	Crown Valley ES Modernization	Working with architects to quantify scope of work.
04-108164	Aliso Niguel HS Parking Lot Improvement	To date, work has not begun on this Application No. No inspections have taken place. Inspector will review and work with Construction Manager.
04-100736	Crown Valley ES Ball Field - City of Laguna Niguel M&O Construction Manager is working with City of Laguna Niguel to locate inspection reports.	This project was completed by the City of Laguna Niguel to add lights to the baseball fields.
04-102787	Capistrano Valley HS Cell Tower – Mericon	The cell tower has changed carriers many times over the years. The original contractor needs to be located for paperwork required. Construction Manager will be working on this.
04-105499	Carl Hankey ES: New covered walkway, alterations to Classrooms, MPR, Administration Building	Application Numbers 04-108531 and 04-108613 need to be closed out before this Application No. can be closed out. All paperwork has been submitted to DSA.
04-108531	Carl Hankey K-8 Conversion	This Application No. is part of the modernization that took place a few years ago. The full scope was not completed and is being reviewed by the Architect to see what DSA is going to require to close out this project.
04-108613	Carl Hankey K-8 Relocatables	All paperwork has been submitted to DSA. DSA will not close out this Application No. until Application No. 04-105499 is closed out.

04-104115	San Juan Hills HS Original Construction	6 of the 10 change orders are approved. Continuing to process closeouts for approval. Update 2/14/11: Addressing DSA comments on CO 10 and will resubmit for review and approval
04-105495	Barcelona ES Modernization	Working with architects to quantify scope of work.
04-109336	Ladera Ranch Relocatables	Sent closeout paperwork package to DSA 12/6/08.
04-107867	San Juan Hills HS– 2-Story Modular Buildings	NOC's on MSI and HCH from the District were sent to PJHM. Change orders to DSA for approval – gathering closeout documents Update 2/14/11 – All docs in cannot be certified and closed until #A104115 is closed and certified
04-108716	San Juan Hills HS Phase 2 – Bleachers, Concession Building, Restroom Building	Change orders at DSA pending approval. Closeout documents cannot be submitted until all CO's are approved.
No DSA Application Number	Ambuehl ES Configuration of Relocatables	Working with architects to develop scope of work to submit to DSA

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**JOINT POWERS AGREEMENT
BETWEEN THE
COUNTY OF ORANGE
AND
CAPISTRANO UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is entered into this Twenty-first day of March 2011, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district, hereinafter referred to as "DISTRICT."

WITNESSETH:

WHEREAS, DISTRICT is authorized by Government Code Section 6500 et seq. to enter into joint powers agreements, and

WHEREAS, DISTRICT wishes to contract with COUNTY for supplemental law enforcement services;

WHEREAS, COUNTY is agreeable to the rendering of such services as authorized in Government Codes sections 6500 et seq. and 54981 on the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 **A. TERM:**

2 The term of this Agreement shall be the period July 1, 2011 through June 30,
3 2012, unless earlier terminated by either party in the manner set forth herein.

4 **B. OPTIONAL TERMINATION:**

5 COUNTY or DISTRICT may terminate this Agreement, without cause, upon
6 thirty (30) days written notice to the other party specifying the desired date of
7 termination.

8 **C. SERVICES BY COUNTY:**

9 1. County, through its Sheriff-Coroner and deputies, officers and employees,
10 hereinafter referred to as "SHERIFF", shall render to DISTRICT
11 supplemental law enforcement services as hereinafter provided.

12 2.a. At the request of DISTRICT, SHERIFF may provide patrol services for
13 functions, such as athletic events, school dances, assemblies, conducted
14 on DISTRICT owned, leased or operated property. DISTRICT shall
15 reimburse COUNTY for such services at an amount computed by
16 SHERIFF, based on the current year's COUNTY law enforcement cost
17 study.

18 2.b. No later than ten (10) days before a function where services are required,
19 DISTRICT shall notify SHERIFF of the nature of the scheduled function.
20 SHERIFF shall then ascertain the deployment of law enforcement
21 personnel and equipment needed and shall notify DISTRICT of the
22 estimated cost of said personnel and equipment.

23 **D. PAYMENT:**

24 1. DISTRICT agrees to pay to COUNTY the total costs of performing the
25 services mutually agreed upon in this Agreement. The cost of services
26 includes: salaries, wages, benefits, mileage, services, supplies, and
27 divisional, departmental and COUNTY General overhead.

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1 **D. PAYMENT: (Continued)**

- 2 2. The rate charged to DISTRICT by COUNTY shall be computed by SHERIFF
3 in accordance with COUNTY's law enforcement cost study in effect at the
4 time the services are provided.
- 5 3. COUNTY shall invoice DISTRICT quarterly for said services.
- 6 4. DISTRICT shall pay COUNTY in accordance with COUNTY Billing Policy, a
7 copy of which is attached hereto as Attachment A and incorporated herein
8 by reference.
- 9 5. COUNTY shall charge DISTRICT late payment penalties in accordance with
10 said COUNTY Billing Policy.

11 **E. NOTICES:**

- 12 1. Except for the notices provided for in Subsection 2 of this Section, all
13 notices authorized or required by this Agreement shall be effective when
14 written and deposited in the United States mail, first class postage prepaid
15 and addressed as follows:

16 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
17 SHERIFF-CORONER DEPARTMENT
18 320 NORTH FLOWER STREET, SUITE 108
19 SANTA ANA, CA 92703

20 **DISTRICT:** ATTN: DIRECTOR OF PURCHASING
21 CAPISTRANO UNIFIED SCHOOL DISTRICT
22 33122 VALLE ROAD
23 SAN JUAN CAPISTRANO, CA 92675-4853

- 24 2. Termination notices shall be effective when written and deposited in the
25 United States mail, certified, return receipt requested and addressed as
26 above.

27 **F. STATUS OF COUNTY:**

28 COUNTY, including SHERIFF, is, and shall at all times be deemed to be, an
independent contractor. Nothing herein contained shall be construed as creating
the relationship of employer and employee or principal and agent between

1 **F. STATUS OF COUNTY: (Continued)**

2 DISTRICT and COUNTY or any of COUNTY's agents or employees. COUNTY,
3 its agents and employees shall not be entitled to any rights or privileges of
4 DISTRICT employees and shall not be considered in any manner to be
5 DISTRICT employees.

6 **G. ENTIRE AGREEMENT/AMENDMENT:**

7 This Agreement fully expresses all understanding of DISTRICT and COUNTY
8 with respect to the subject matter of this Agreement and shall constitute the total
9 Agreement between the parties for these purposes. No addition to, or alteration
10 of, the terms of this Agreement shall be valid unless made in writing, formally
11 approved and executed by duly authorized agents of both parties.

12 **H. INDEMNIFICATION:**

13 COUNTY, its officers, and employees, shall not be deemed to have assumed
14 any liability for the negligence or any other act or omission of DISTRICT or any
15 of its officers or employees.

16 DISTRICT shall indemnify and hold harmless COUNTY and, its elected and
17 appointed officials, officers, and employees from any claim, demand or liability
18 whatsoever based or asserted upon any act or omission of DISTRICT, its
19 officers, and employees, related to this Agreement, for property damage, bodily
20 injury or death or any other element of damage of any kind or nature, and
21 DISTRICT shall defend, at its expense including attorney fees, and with counsel
22 approved in writing by COUNTY, COUNTY and its elected and appointed
23 officials, officers, and employees in any legal action or claim of any kind based
24 or asserted upon such alleged acts or omissions. If judgment is entered against
25 DISTRICT and COUNTY by a court of competent jurisdiction because of the
26 concurrent active negligence of COUNTY, DISTRICT and COUNTY agree that
27 liability will be apportioned as determined by the court. Neither party shall
28 request a jury apportionment.

1 **H. INDEMNIFICATION: (Continued)**

2 COUNTY shall indemnify and hold DISTRICT and its elected and appointed
3 officials, officers, and employees, free and harmless from any claim or liability
4 whatsoever, based or asserted upon any act or omission of COUNTY, or its
5 elected and appointed officials, officers, and employees, related to this
6 Agreement, for property damage, bodily injury or death, or any other element of
7 damage of any kind or nature, and COUNTY shall defend, at its expense,
8 including attorney fees, DISTRICT, and its elected and appointed officials,
9 officers, and employees in any legal action or claim of any kind based or
10 asserted upon such alleged acts or omissions.

11 **I. ASSIGNMENT:**

12 The services to be rendered by COUNTY shall not be assigned by COUNTY
13 and/or SHERIFF.

14 **J. GOVERNING LAW:**

15 The terms and conditions of this Agreement shall be governed by the laws of
16 California.

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IN WITNESS WHEREOF, the parties have executed the AGREEMENT
in the County of Orange, State of California.

DATED: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT

BY: _____

Title: _____

DATED: _____

COUNTY OF ORANGE

BY: _____

Sheriff-Coroner

APPROVED AS TO FORM:

**Office of the County Counsel
Orange County, California**

BY: Glenn G. Adams
Deputy

DATED: 3/22/11

**COUNTY BILLING POLICY
APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992**

I. POLICY

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
 - 1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....MAY 9, 2011

The following purchase orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the following Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

PO No.	Fund	Vendor	Description	Amount
4939	98	AMS.NET	CompTech/Fac Acq /SJHHS	3,313.96
4940	87	PJHM ARCHITECTS INC	BI:Arch /Fac Acq /CVHS	47,500.00
4941	98	PJHM ARCHITECTS INC	BI:Arch /Fac Acq /SJHHS	2,400.00
4942	98	DSA	BI:DSA /Fac Acq /SJHHS	1,089.00
4943	98	GUIDA SURVEYING INC.	LndSrvey/Fac Acq /SJHHS	40,000.00
4944	87	DELL COMPUTER	SplsNonI/Fac Acq /CVHS	87.00
4945	87	EDENCO INC.	CnsMgFee/Fac Acq /CVHS	38,000.00
4946	98	COUNTY OF ORANGE	Serv&Op /Fac Acq /SJHHS	4,692.98
	93		Serv&Op /Fac Acq /SJHHS	4,692.97
4947	89	WOODWIND & BRASSWIND	F&EInstl/Fac Acq /SJHHS	1,511.63
4948	98	MOBILE COMM REPAIR	NonCapEq/Fac Acq /SJHHS	3,999.83
4949	98	DSA	BI:DSA /Fac Acq /SJHHS	10,679.31
4950		VOID	VOID	0.00
4951		VOID	VOID	0.00
4952		VOID	VOID	0.00
4953		VOID	VOID	0.00
4954	87	DSA	BI:DSA /Fac Acq /CVHS	2,772.00
4955		VOID	VOID	0.00
4956	98	DSA	BI:DSA /Fac Acq /SJHHS	750.00
4957	98	COUNTY OF ORANGE	Serv&Op /Fac Acq /SJHHS	9,046.62
	93		Serv&Op /Fac Acq /SJHHS	9,046.62
4958	98	DSA	BI:DSA /Fac Acq /SJHHS	3,562.87
4959	98	COUNTY OF ORANGE	Serv&Op /Fac Acq /SJHHS	109.04
	93		Serv&Op /Fac Acq /SJHHS	109.05
4960	87	GUIDA SURVEYING INC.	LndSrvey/Fac Acq /CVHS	75,000.00
4961	98	GUIDA SURVEYING INC.	LndSrvey/Fac Acq /SJHHS	25,000.00
4962		VOID	VOID	0.00
4963	87	NINYO & MOORE	BI:CTest/Fac Acq /CVHS	249,972.00
19 Purchase Orders				\$533,334.88

ATTACHMENT 1
(1 of 9)

AGENDA ITEM 23
EXHIBIT L

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....MAY 9, 2011

The following purchase orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the following Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

PO No.	Fund	Vendor	Description	Amount
304768	1	DISCOVERY SCIENCE CENTER	Serv&Op /Instrctn/Don Juan	295.00
304769	1	DISCOVERY SCIENCE CENTER	Serv&Op /Instrctn/Don Juan	1,292.00
304770	1	VERNIER SOFTWARE	InstMtls/Instrctn/Tesoro	431.95
304771	1	JOSTENS	SpplsNonI/Sch Adm /DHHS	1,098.74
304772	1	CB RANCH ENTERPRISES	FieldTrp/Instrctn/VdelMarE	1,730.00
304773	1	BROOKES, MONA	Conf:Ins/Instrctn/Las Palm	300.00
304774	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/RH Dana	688.00
304775	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Instrctn/Stnybrke	1,100.00
304776	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Instrctn/Stnybrke	100.00
304777	1	WAL MART S.C.	InstMtls/Instrctn/Dstrctwd	300.00
304778	1	REMEDIA PUBLICATIONS	InstMtls/SE0thIns/Dstrctwd	68.79
304779	1	MAYER-JOHNSON CO	InstMtls/SE0thIns/Dstrctwd	108.73
304780	1	DELL FINANCIAL SERVICE	Debt Ser/Dbt Serv/Benedict	32,825.23
304781	1	PITNEY BOWES	SpplsNonI/Grph Art/Dstrctwd	1,200.00
304782	1	ONE STOP BINDERY	SpplsNonI/Grph Art/Dstrctwd	3,000.00
304783	1	RUFFS SAW SERVICE	Rntl:Oth/Grph Art/Dstrctwd	42.00
304784	1	DARREN DANIEL	Serv&Op /Sch Adm /Tesoro	852.25
304785	1	AAC INSTITUTE	InstMtls/SE0thIns/Dstrctwd	178.07
304786	1	COMMUNICATIONS USA	SpplsNonI/Sch Adm /Ambuehl	2,318.75
304787	1	ASCD	InstMtls/Instrctn/MFMS	527.55
304788	1	SAFETY KLEEN CORP	InstMtls/Instrctn/SCHS	60.94
304789	1	MAIER INTERNATIONAL INC	Rntl:Oth/RR:Bldgs/Palisade	12,740.92
304790	1	MONTGOMERY HARDWARE COMPANY	Rntl:Oth/RR:Bldgs/SJHHS	6,050.00
304791	1	DELL COMPUTER	SpplsNonI/Purch /Dstrctwd	316.64
304792	11	PEARSON EDUCATION	InstMtls/Instrctn/Dstrctwd	2,518.83
304793	1	CRYSTAL PRODUCTIONS	InstMtls/Instrctn/LRMS	381.39
304794	1	LINGUI SYSTEMS INC	InstMtls/SE0thIns/Dstrctwd	260.67
304795	1	APPLIED PRACTICE LTD	InstMtls/Instrctn/Tesoro	422.20
304796	1	B & H PHOTOGRAPHY	SpplsNonI/Sch Adm /AVMS	135.88
304797	1	CALIFORNIA WESTERN VISUALS	NonCapEq/SE0thIns/Dstrctwd	1,604.06
304798	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/San Juan	436.16
304799	1	CAMCOR INC	SpplsNonI/Sch Adm /MFMS	376.53
304800	1	DICK BLICK WEST	InstMtls/Enterprs/ANHS	380.52
304801	11	AMERICAN COUNCIL ON EDUCATION	InstMtls/Instrctn/Dstrctwd	560.00
304802	1	VALIANT IMC	InstMtls/Instrctn/RH Dana	772.89
304803	1	LEARNING A-Z	InstMtls/Instrctn/Las Palm	769.45
304804	1	GOV CONNECTION INC	InstMtls/Instrctn/DHHS	123.54
304805	1	PEARSON EDUCATION	InstMtls/Instrctn/Moulton	473.91
304806	1	CORWIN PRESS INC	InstMtls/Instrctn/MFMS	81.45
304807	1	GOV CONNECTION INC	InstMtls/Instrctn/Wood Cyn	154.43
304808		VOID	VOID	0.00
304809	1	SCHOOL SPECIALTY	InstMtls/Instrctn/Bergeson	62.69
304810	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/Tesoro	607.91
304811	1	CANON US INC	Rnt&Repr/Instrctn/Tesoro	650.00
304812	1	VALIANT IMC	SpplsNonI/Sch Adm /SMS	178.35

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PO No.	Fund	Vendor	Description	Amount
304813	1	CDWG Inc	InstMtls/Instrctn/Las Palm	380.24
304814	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,432.24
304815	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,663.77
304816	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,148.36
304817	1	BORNSTEIN SCHOOL OF MEMORY	InstMtls/RSPInstr/Castille	96.89
304818	1	LINGUI SYSTEMS INC	InstMtls/SEOthIns/Dstrctwd	266.38
304819		VOID	VOID	0.00
304820		VOID	VOID	0.00
304821	1	PATTERSON MEDICAL/ SAMMONS	SpplsNonI/HlthServ/Dstrctwd	53.45
304822		VOID	VOID	0.00
304823		VOID	VOID	0.00
304824	1	SCHOOL SPECIALTY	SpplsNonI/HlthServ/Dstrctwd	242.45
304825	1	CAREER CRUISING	InstMtls/SEOthIns/Dstrctwd	431.74
304826	1	POCKET FULL OF THERAPY	SpplsNonI/SupvAdmn/Dstrctwd	212.12
304827		VOID	VOID	0.00
304828	1	POOL, ELIZABETH	Residtl /NPS /Dstrctwd	2,100.00
304829	1	DRAKE, TERI AND GLEN	Residtl /NPS /Dstrctwd	1,400.00
304830	1	RED ROCK CANYON SCHOOL	Residtl /NPS /Dstrctwd	9,625.00
304831	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	15,476.00
304832	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	1,014.00
304833	1	SCHOOL SPECIALTY	SpplsNonI/HlthServ/Dstrctwd	64.32
304834	1	ENABLING DEVICES	InstMtls/SEOthIns/Dstrctwd	123.96
304835		VOID	VOID	0.00
304836	1	TAYLOR EDUCATION	InstMtls/Instrctn/Las Palm	1,402.10
304837		VOID	VOID	0.00
304838	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	520.41
304839	1	WESTERN PSYCHOLOGICAL SERVICES	SpplsNonI/PsychSer/Dstrctwd	411.91
304840	1	HAWTHORNE EDUCATIONAL SERV	SpplsNonI/PsychSer/Dstrctwd	225.63
304841	13	PROJECTS UNLIMITED INC	CANtrNet/FoodServ/Dstrctwd	3,000.00
304842		VOID	VOID	0.00
304843	1	COLLEGEBOARD	InstMtls/Instrctn/CVHS	136.79
304844	13	EPOS BUSINESS SOLUTIONS	Comprr /FoodServ/Dstrctwd	20,000.00
304845	1	LIBRARY VIDEO COMPANY	InstMtls/Instrctn/Tesoro	248.46
304846	1	FUTURE HORIZONS INC	InstMtls/RSPInstr/DHHS	38.57
304847	1	IPARADIGMS LLC	Serv&Op /Instrctn/ANHS	3,760.00
304848	1	AMS.NET	Serv&Op /TIS /Dstrctwd	21,825.56
304849	1	MIND RESEARCH INSTITUTE	CnsltIns/Instrctn/San Juan	3,325.00
304850	1	STUTZ ARTIANO SHINOFF & HOLTZ	Legal /Supt /Dstrctwd	25,000.00
304851	1	BROOKES, MONA	Conf:Ins/Instrctn/Las Palm	300.00
304852	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/MFMS	500.00
304853	1	BOWERS MUSEUM	FieldTrp/Instrctn/FNMS	456.00
304854	70	CARLOS GUZMAN INC	Serv&Op /Enterprs/Dstrctwd	1,500.00
304855	1	SPARKLETTTS	SpplsNonI/PuplTran/Dstrctwd	86.00
304856		VOID	VOID	0.00
304857	1	BUCKLE DOWN	InstMtls/Instrctn/Marblehd	226.85
304858	1	CB RANCH ENTERPRISES	FieldTrp/Instrctn/Bathgate	435.00
304859	1	LANGUAGE NETWORK	CnsltNon/SupvAdmn/Dstrctwd	265.00
304860	1	LANGUAGE NETWORK	Serv&Op /GuidCnsl/SCHS	265.00
304861	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Marblehd	586.00
304862	11	CREER	Serv&Op /Sch Adm /Dstrctwd	50.00

Board of Trustees Purchase Order Listing
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PO No.	Fund	Vendor	Description	Amount
304863	1	DOHENY STATE BEACH PARK	FieldTrp/Instrctn/Marblehd	113.00
304864	1	ACTION LEARNING SYSTEMS INC	CnsltIns/Instrctn/Dstrctwd	2,000.00
304865	1	ACTION LEARNING SYSTEMS INC	CnsltIns/Instrctn/Dstrctwd	2,000.00
304866	1	ACTION LEARNING SYSTEMS INC	CnsltIns/Instrctn/Dstrctwd	4,000.00
304867	1	ACTION LEARNING SYSTEMS INC	InstMtls/Instrctn/Ambuehl	1,543.82
304868	1	CALIFORNIA WEEKLY EXPLORER INC	CnsltIns/Instrctn/Tijeras	1,015.00
304869	1	SCIENCE ON THE GO INC	Serv&Op /Instrctn/Don Juan	700.00
304870	1	MCGRAW-HILL/SRA	K-8Textb/Instrctn/Dstrctwd	1,391.40
304871	1	CATHEDRAL HOME FOR CHILDREN	Residtl /NPS /Dstrctwd	11,096.00
304872	1	CINNAMON HILLS SCHOOL	Residtl /NPS /Dstrctwd	10,125.00
304873	1	FOLLETT SOFTWARE CO	Serv&Op /Sch Adm /Bathgate	517.54
304874	69	TRAVIS SOFTWARE	Serv&Op /Enterprs/Dstrctwd	990.00
304875	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/SupvAdmn/Dstrctwd	262.50
			CnfrNonI/SuppSvcs/Dstrctwd	262.50
304876	1	IRVINE RANCH OUTDOOR EDU CTR	FieldTrp/Instrctn/Wagon Wh	1,485.00
304877	1	CLARK COUNTY SCHOOL DISTRICT	Conf:Ins/Instrctn/DHHS	675.00
304878	1	SAN DIEGO COUNTY OFFICE OF ED	CnfrNonI/SupvAdmn/Dstrctwd	400.00
304879	1	SAN DIEGO COUNTY OFFICE OF ED	CnfrNonI/SupvAdmn/Dstrctwd	500.00
			CnfrNonI/SupvAdmn/Las Palm	800.00
304880	1	MOCZULSKI, MELISSA	Serv&Op /Spch Aud/Dstrctwd	2,000.00
			Serv&Op /SE0thIns/Dstrctwd	2,000.00
			Legal /SupvAdmn/Dstrctwd	2,000.00
304881	1	THINKING MAPS INC	InstMtls/Instrctn/San Juan	5,163.75
304882	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	3,000.00
304883	1	SCHOOLKIDZ	InstMtls/Instrctn/Dstrctwd	763.43
304884	1	SCHOOLKIDZ	InstMtls/Instrctn/Dstrctwd	1,017.90
304885	1	MAYER-JOHNSON CO	InstMtls/SE0thIns/Dstrctwd	520.91
304886	1	MENTORING MINDS	InstMtls/Instrctn/San Juan	139.60
304887	1	HAWTHORNE EDUCATIONAL SERV	InstMtls/Instrctn/San Juan	95.00
304888	1	APPLIED PRACTICE LTD	InstMtls/Instrctn/Tesoro	699.79
304889	1	CLASSROOM DIRECT COM LLC	InstMtls/Instrctn/Malcom	543.48
304890	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	258.21
304891	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Viejo	29,874.26
304892	1	JANELLE PUBLICATIONS INC	InstMtls/SE0thIns/Dstrctwd	64.38
304893	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Tesoro	591.08
304894	1	IMAGE 2000	InstMtls/Instrctn/Palisade	359.95
304895	1	AMS.NET	InstMtls/Instrctn/Viejo	1,521.69
304896	1	APPLE COMPUTER INC	NonCapEq/Instrctn/DJAMS	3,665.69
304897	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Lgna Nig	11,686.63
304898	1	ORIENTAL TRADING CO	InstMtls/Instrctn/RH Dana	78.37
304899	1	ORIENTAL TRADING CO	SpIsNonI/Sch Adm /Las Palm	252.06
304900	11	GLENCOE DIV OF	InstMtls/Instrctn/Dstrctwd	7.71
304901	1	ELLISON EDUCATIONAL EQUIPMENT	InstMtls/Instrctn/SCHS	364.75
304902		VOID	VOID	0.00
304903	1	SELECT APPLIANCE	InstMtls/Instrctn/Serra	1,776.71
304904	1	INNOVATIVE LEARNING CONCEPTS	InstMtls/SDCInstr/Lobo	159.13
304905	1	SELECT APPLIANCE	InstMtls/Instrctn/Serra	4,665.27
304906	11	DE NICOLA, BEVERLY	InstMtls/Instrctn/Dstrctwd	820.11
304907	1	BUDGETEXT	InstMtls/Instrctn/AVMS	986.47
304908	1	COACH AMERICA	Charter /DW Undst/Dstrctwd	3,801.20

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PO No.	Fund	Vendor	Description	Amount
304909	1	CARD INTEGRATORS	SpplsNonI/PuplTran/Dstrctwd	682.50
304910	1	JOHNSTONE SUP OF ANAHEIM	SpplsNonI/RR:Bldgs/Dstrctwd	50,000.00
304911	1	COMMUNICATIONS USA	SpplsNonI/Enterprs/Kinoshta	293.63
304912	1	COMMUNICATIONS USA	SpplsNonI/Enterprs/Kinoshta	951.56
304913	1	COMMUNICATIONS USA	SpplsNonI/Sch Adm /Viejo	1,522.50
304914	68	MCMAHAN DESK INC	SpplsNonI/Enterprs/Dstrctwd	333.11
304915	68	MCMAHAN DESK INC	SpplsNonI/Enterprs/Dstrctwd	894.32
304916	1	CANON US INC	Rnt&Repr/Instrctn/ANHS	215.00
304917	14	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Palisade	2,189.14
304918	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
304919	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/ANHS	880.00
304920	1	SIGNS AND CREATIONS UNLIMITED	SpplsNonI/RR:Bldgs/Dstrctwd	1,462.69
304921	1	GOPHER ATHLETIC	InstMtls/Instrctn/Las Palm	2,494.76
304922	1	SNAP-ON TOOLS CORP	InstMtls/Instrctn/ANHS	3,898.33
304923	1	PAXTON/PATTERSON	InstMtls/Instrctn/ANHS	883.59
304924	1	AT&T-CALNET2	Cmmnctns/DW Unrst/Dstrctwd	120,000.00
304925	1	RENAISSANCE LEARNING INC	InstMtls/Instrctn/GrgWhite	2,968.01
304926	1	CAMCOR INC	InstMtls/SE0thIns/Dstrctwd	10.17
304927	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/CanViste	6,470.40
304928	14	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Oak Grv	4,897.54
304929	14	BENS ASPHALT	Rntl:Oth/RR:Bldgs/VDMMS	4,067.31
304930	14	BENS ASPHALT	Rntl:Oth/RR:Bldgs/San Juan	1,264.87
304931	14	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Don Juan	5,649.32
304932	14	BENS ASPHALT	Rntl:Oth/RR:Bldgs/VdelMarE	4,060.53
304933	14	BENS ASPHALT	Rntl:Oth/RR:Bldgs/AVMS	4,902.19
304934	14	BENS ASPHALT	Rntl:Oth/RR:Bldgs/DJAMS	6,074.37
304935	14	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Wood Cyn	5,314.20
304936	1	FARINO DESIGN & CONSTRUCTION	Rntl:Oth/RR:Bldgs/LadraElm	950.00
304937	1	CHARTIER, BRIAN & LESLIE	Serv&Op /SE0thIns/Dstrctwd	2,578.73
304938	1	WERTHEIM, MATTHEW AND CAROLYN	Serv&Op /SE0thIns/Dstrctwd	1,094.21
304939	1	MILES, JOHN AND MARIA	Serv&Op /SE0thIns/Dstrctwd	1,431.00
304940	1	REMEDIA PUBLICATIONS	InstMtls/RSPInstr/Wagon Wh	256.11
304941	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Lobo	276.23
304942	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Lobo	46.65
304943	1	GANAHL LUMBER	SpplsNonI/RR:Bldgs/Dstrctwd	10,000.00
304944		VOID	VOID	0.00
304945	14	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Ambuehl	8,452.30
304946	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/CVHS	489.38
304947	1	ACSA FOUNDATION FOR EDUCATION	Serv&Op /Prsnl:HR/Dstrctwd	2,000.00
304948	1	AUDITORY INSTRUMENTS	NonCapEq/Instrctn/CVHS	2,120.31
304949	1	UNICOM	NonCapEq/PrntPart/MFMS	7,434.55
304950	1	CAMCOR INC	InstMtls/Instrctn/BAMS	225.77
304951	1	PALOS SPORTS	InstMtls/Instrctn/DHHS	74.95
304952	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/DHHS	41.63
304953	1	CDWG Inc	InstMtls/Instrctn/CVHS	189.23
304954	1	SCIENCE KIT & BOREAL LAB	InstMtls/Instrctn/Tesoro	269.70
304955	1	SCIENCE KIT & BOREAL LAB	InstMtls/Instrctn/Tesoro	163.13
304956	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/SCHS	41.33
304957	1	ACSA/FOUNDATION FOR EDUC	CnfrNonI/StDev In/Dstrctwd	1,495.00
304958	14	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/SCHS	12,401.25

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PO No.	Fund	Vendor	Description	Amount
304959	1	COMMUNICATIONS USA	SpplsNonI/Sch Adm /DJAMS	44.06
304960	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/DJAMS	1,846.58
304961	1	IMAGE 2000	InstMtIs/Instrctn/ArroyoEl	611.36
304962	1	STAPLES ADVANTAGE	InstMtIs/Instrctn/ANHS	225.17
304963	1	STAPLES ADVANTAGE	InstMtIs/RSPInstr/SCHS	128.96
304964	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /Dstrctwd	30.11
304965	1	SOUTHWEST SCHOOL SUPPLY	InstMtIs/SDCInstr/Lobo	202.97
304966	1	SCANTRON	InstMtIs/Instrctn/DHHS	38.69
304967	1	HITT MARKING DEVICE	SpplsNonI/Sch Adm /AVMS	40.20
304968	1	L COM CONNECTIVITY PRODUCTS	InstMtIs/SEOthIns/Dstrctwd	16.00
304969	12	AHERN, SARA	ParntFee/Undesig /Dstrctwd	838.00
304970	1	UNICOM	SpplsNonI/PrntPart/Kinoshta	3,742.51
304971	1	SCANTRON	InstMtIs/Instrctn/Las Palm	110.84
304972	1	HITT MARKING DEVICE	SpplsNonI/HlthServ/Dstrctwd	23.57
304973	1	HITT MARKING DEVICE	SpplsNonI/Bus/Fisc/Dstrctwd	59.15
304974	1	SEHI COMPUTER	InstMtIs/SEOthIns/Dstrctwd	196.03
304975	1	SEHI COMPUTER	InstMtIs/SEOthIns/Dstrctwd	116.01
304976	1	SEHI COMPUTER	InstMtIs/Instrctn/Palisade	70.25
304977	1	SEHI COMPUTER	InstMtIs/Instrctn/LRMS	77.81
304978	1	PC MALL GOV	SpplsNonI/Purch /Dstrctwd	61.20
304979	1	DELL COMPUTER	SpplsNonI/Purch /Dstrctwd	39.14
304980	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/MFMS	45.00
304981	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/MFMS	180.00
304982	1	NATIONAL RECOGNITION PRODUCTS	InstMtIs/Instrctn/Tesoro	13,177.71
304983	12	SANDERS, LORNA L	SpplsNonI/Sch Adm /Dstrctwd	288.97
304984	1	SADDLEBACK LANES	FieldTrp/Instrctn/LadraElm	1,470.00
304985	1	SMART & FINAL IRIS #399	InstMtIs/Instrctn/MFMS	500.00
304986	1	OCMC	Conf:Ins/Instrctn/MFMS	80.00
304987	1	OCMC	CnsltIns/Instrctn/Don Juan	80.00
304988	1	OCMC	FieldTrp/Instrctn/Bathgate	80.00
304989	1	ENVIRONMENTAL NATURE CENTER	FieldTrp/Instrctn/RH Dana	510.00
304990	1	KURTZ, SHELLY	CnfrNonI/Sch Adm /Dstrctwd	525.00
304991	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/SuppSvcs/Dstrctwd	125.00
			CnfrNonI/Bus/Fisc/Dstrctwd	125.00
304992	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/SJHHS	25.00
304993	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/Bergeson	1,485.00
304994	1	JOSTENS	InstMtIs/Instrctn/SCHS	4,332.88
304995	11	CREATIVE IMAGES	SpplsNonI/Sch Adm /Dstrctwd	45.68
304996	1	OFFICE DEPOT	InstMtIs/Instrctn/RH Dana	1,400.00
304997	1	SOUTHWEST SCHOOL SUPPLY	InstMtIs/Instrctn/Moulton	5,000.00
304998	1	STAPLES ADVANTAGE	InstMtIs/Instrctn/MFMS	300.00
304999	1	ANAHEIM BAND INSTRUMENTS	InstMtIs/Instrctn/CVHS	450.00
305000	1	STAPLES ADVANTAGE	InstMtIs/Instrctn/MFMS	2,000.00
305001	1	SOUTHWEST SCHOOL SUPPLY	InstMtIs/Instrctn/ANHS	1,000.00
305002	1	STAPLES ADVANTAGE	InstMtIs/Instrctn/MFMS	1,000.00
305003	1	DISCOUNT OFFICE SERVICES	SpplsNonI/SupvAdmn/Dstrctwd	500.00
305004	1	STAPLES ADVANTAGE	InstMtIs/Instrctn/ANHS	5,000.00
305005	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/SupvAdmn/Dstrctwd	500.00
305006	1	STAPLES ADVANTAGE	InstMtIs/Instrctn/Malcom	300.00
305007	1	CA STOCK MARKET SIMULATION	Serv&Op /Instrctn/ANHS	510.00

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PO No.	Fund	Vendor	Description	Amount
305008	1	CAMCOR INC	InstMtls/Instrctn/Chaparal	75.29
305009	1	CAMCOR INC	InstMtls/Enterprs/ANHS	75.29
305010	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	119.34
305011	1	IMAGE 2000	InstMtls/Instrctn/GrgWhite	1,805.44
305012	1	IMAGE 2000	InstMtls/Instrctn/Las Palm	326.20
305013	1	IMAGE 2000	InstMtls/Instrctn/Benedict	400.93
305014	12	IMAGE 2000	InstMtls/Instrctn/Las Palm	175.04
305015	1	SMART TECHNOLOGIES INC	NonCapEq/Instrctn/San Juan	7,541.81
305016	1	STAPLES ADVANTAGE	InstMtls/Instrctn/SCHS	16.29
305017	1	PACIFIC GO NATURAL GAS	Ppl Tran/PuplTran/Dstrctwd	35,000.00
305018	14	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Palisade	4,676.85
305019	12	UNDERWOOD, JANEL	ParntFee/Undesig /Dstrctwd	420.00
305020	1	CAMCOR INC	InstMtls/RSPInstr/MFMS	104.89
305021	1	CCS PRESENTATION SYSTEMS INC	InstMtls/Instrctn/ArroyoMS	424.13
305022	1	CCS PRESENTATION SYSTEMS INC	InstMtls/Instrctn/Las Palm	848.25
305023	1	VALIANT IMC	SpplsNonI/Sch Adm /SMS	257.63
305024	1	CULVER-NEWLIN INC	InstMtls/Instrctn/SMS	2,080.63
305025	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Instrctn/SVCS	1,300.00
305026	1	MCMAHAN DESK INC	SpplsNonI/Sch Adm /SJHHS	1,827.00
305027	12	MATHEIS, KELLY	ParntFee/Undesig /Dstrctwd	270.00
305028	70	CARLOS GUZMAN INC	Serv&Op /Enterprs/Dstrctwd	1,500.00
305029		VOID	VOID	0.00
305030	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/SJHHS	3,453.46
305031	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/SCHS	607.91
305032		VOID	VOID	0.00
305033	1	CRACK PATCHER INC	Rntl:Oth/RR:Bldgs/LRMS	1,375.00
305034	1	BARRETT-ROBINSON INC	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
305035	1	CUSTOM CRAFT FLOORING	Rntl:Oth/RR:Bldgs/Tijeras	1,179.30
305036	1	WENGER CORPORATION	NonCapEq/Instrctn/VDMMS	813.94
305037	68	AON RISK CONSULTING	Serv&Op /Enterprs/Dstrctwd	4,500.00
305038	12	STRATEGIES SOUTHERN REGION	CnfrNonI/Pup Serv/Dstrctwd	100.00
305039	1	CDWG Inc	InstMtls/Instrctn/Tesoro	26.30
305040	1	TRAFFIC CONTROL SERVICE	Rntl:Oth/RR:Bldgs/MFMS	11,037.81
305041	1	SANTA MARGARITA FORD	F&ENonIn/Dist Veh/Dstrctwd	21,848.96
305042	1	HEATING & COOLING SUPPLY	SpplsNonI/RR:Bldgs/Dstrctwd	212.62
305043	1	EBERHARD EQUIPMENT	Rntl:Oth/Op:Grnds/Dstrctwd	12,835.76
305044	1	HOBART SERVICE	Rntl:Oth/RR:Bldgs/DHHS	469.99
305045	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/VDMMS	607.91
305046	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Enterprs/DHHS	607.91
305047	1	SEHI COMPUTER	InstMtls/Instrctn/Bergeson	60.10
305048	1	CAMCOR INC	InstMtls/SDCInstr/Palisade	20.34
305049		VOID	VOID	0.00
305050		VOID	VOID	0.00
305051	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	241.43
305052	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	241.43
305053	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	241.43
305054	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	241.43
305055	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	241.43
305056	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	241.43
305057	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	241.43

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PO No.	Fund	Vendor	Description	Amount
305058	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	241.43
305059	1	CASCIO INTERSTATE MUSIC	InstMtls/Instrctn/SMS	746.84
305060	1	ALISO RANCH PHYS THERAPY	Serv&Op /Prsnl:HR/Dstrctwd	200.00
305061	1	AMS.NET	NonCapEq/Instrctn/MFMS	16,664.87
305062	70	SPORTS FACILITIES GROUP INC	Rntl:Oth/Enterprs/Dstrctwd	4,250.00
305063	1	CASBO	Dues&Mmb/Supt /Dstrctwd	658.00
305064	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	490.00
305065	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/DHHS	2,680.19
305066		VOID	VOID	0.00
305067	1	COSTCO B.P.	St Rcpts/Undesig /Dstrctwd	68,485.10
305068	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	25.36
305069	1	STAPLES ADVANTAGE	InstMtls/SEOthIns/Dstrctwd	393.33
305070	1	ORANGE COUNTY PUMP CO	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
305071	1	DEMCO INC	SpplsNonI/Libr&Med/Dstrctwd	184.69
305072	1	VERNON LIBRARY SUPPLIES INC	SpplsNonI/Libr&Med/Dstrctwd	420.68
305073	1	FOLLETT LIBRARY RESOURCES	InstMtls/Instrctn/RH Dana	2,500.00
305074	1	MHS RESEARCH DEPARTMENT	SpplsNonI/PsychSer/Dstrctwd	1,132.60
305075	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	2,606.06
305076	1	RIVERSIDE PUBLISHING CO	SpplsNonI/PsychSer/Dstrctwd	373.56
305077	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	12,872.50
305078	70	CARLOS GUZMAN INC	Serv&Op /Enterprs/Dstrctwd	1,500.00
305079	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	2,565.38
305080	1	CITY OF MISSION VIEJO	Serv&Op /RR:Grnds/Dstrctwd	15,616.89
305081	1	DIGITAL NETWORKS GROUP	SpplsNonI/Sch Adm /Dstrctwd	255.16
305082	1	DUNN-EDWARDS CORP	SpplsNonI/RR:Bldgs/Dstrctwd	7,000.00
305083	1	CAPISTRANO GOLF CARS	Rntl:Oth/Op:Grnds/Dstrctwd	4,500.00
305084	1	NETWORK HARDWARE RESALE	SpplsNonI/TIS /Dstrctwd	4,295.00
305085	1	DANBRU WIRE & CABLE INC	SpplsNonI/TIS /Dstrctwd	30.00
305086	1	CDWG Inc	InstMtls/SEOthIns/Dstrctwd	31.54
305087	1	CDWG Inc	InstMtls/Instrctn/Tesoro	84.83
305088	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Palisade	18,939.51
305089	1	MONTGOMERY HARDWARE COMPANY	Rntl:Oth/RR:Bldgs/Dstrctwd	15,325.00
305090	1	SPRINT/NEXTEL COMMUNICATIONS	SpplsNonI/RR:Bldgs/Dstrctwd	76.47
305091	1	APPLE COMPUTER INC	NonCapEq/SupvAdmn/Dstrctwd	4,051.81
305092	1	APPLE COMPUTER INC	NonCapEq/SupvAdmn/Dstrctwd	4,763.25
305093	1	THE CURRICULUM PROJECT INC	SpplsNonI/SupvAdmn/Dstrctwd	24.95
305094	11	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	28,781.75
305095	1	PJHM ARCHITECTS SOUTHWEST INC	BI:DSA /Fac Acq /SCHS	650.00
305096	1	CAMPCO	Subagrmt/Instrctn/Las Palm	4,350.50
305097	1	ACTION LEARNING SYSTEMS INC	CnsltIns/Instrctn/Kinoshta	6,000.00
305098	1	ACTION LEARNING SYSTEMS INC	CnsltIns/Instrctn/Dstrctwd	2,000.00
305099	1	ORANGE COUNTY DEPT OF EDUC	CnsltIns/Instrctn/Tijeras	675.25
305100	1	ORANGE COUNTY DEPT OF EDUC	CnsltIns/Instrctn/Bergeson	548.75
305101	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	1,946.31
305102	1	DELL COMPUTER	NonCapEq/Sch Adm /Dstrctwd	1,699.03
305103	1	APPLE COMPUTER INC	NonCapEq/SEOthIns/Dstrctwd	7,708.59
305104	1	WATERLINES TECHNOLOGIES INC	SpplsNonI/RR:Bldgs/Dstrctwd	20,000.00
305105	1	ULINE	SpplsNonI/TIS /Dstrctwd	40.45
305106	1	SPRINT/NEXTEL COMMUNICATIONS	SpplsNonI/RR:Bldgs/Dstrctwd	51.48
305107	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /SMS	86.95

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PO No.	Fund	Vendor	Description	Amount
305108	1	ORANGE COUNTY REGISTER	Serv&Op /FacPlann/Dstrctwd	192.00
305109	1	TOP-USA CORPORATION	SplsNonI/Sch Adm /RH Dana	353.21
305110	1	SCHOOL MATE	InstMtls/Instrctn/Marblehd	409.18
305111	1	NASCO WEST	InstMtls/Instrctn/MFMS	700.83
305112	1	GOPHER ATHLETIC	InstMtls/Instrctn/MFMS	3,314.29
305113	1	STRATEGIES SOUTHERN REGION	CnfrNonI/Pup Serv/Dstrctwd	100.00
			CnfrNonI/SupvAdmn/Dstrctwd	100.00
305114	1	GUCK, ELIZABETH	Serv&Op /Instrctn/Mission	107.00
305115		VOID	VOID	0.00
305116		VOID	VOID	0.00
305117	1	LANI SEVELLE	Serv&Op /Instrctn/Mission	107.00
305118	1	R&S OVERHEAD DOORS	Rntl:Oth/RR:Bldgs/Dstrctwd	345.75
305119	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/SCHS	392.89
305120	1	WAL MART S.C.	InstMtls/SDCInstr/Dstrctwd	1,637.00
305121	1	GOLF TEAM PRODUCTS	InstMtls/CurAthlt/ANHS	481.75
305122	1	EL NIGUEL COUNTRY CLUB	InstMtls/CurAthlt/ANHS	522.00
305123	1	REAL VOLLEYBALL	InstMtls/CurAthlt/CVHS	866.53
305124	1	NEVCO SCOREBOARD CO	SplsNonI/CurAthlt/CVHS	249.55
305125	1	UPSWING MARKETING	SplsNonI/SupvAdmn/SCHS	559.52
305126	1	MC CANN, MICHAEL & CASSIE	Legal /SupvAdmn/Dstrctwd	54,500.00
305127	1	FOLLETT LIBRARY RESOURCES	InstMtls/Instrctn/SCHS	331.88
305128	1	AMS.NET	NonCapEq/SE0thIns/Dstrctwd	997.84
305129		VOID	VOID	0.00
305130	1	GOPHER ATHLETIC	InstMtls/Instrctn/RH Dana	36.32
305131	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/DHHS	260.61
305132	1	YELLOWSTONE BOYS & GIRLS RANCH	Residtl /NPS /Dstrctwd	7,860.50
305133	1	HERBERT, DEBRA	NPA /NPA Hlth/Dstrctwd	3,360.00
305134	1	DEVEREUX TEXAS TREATMENT	Residtl /NPS /Dstrctwd	7,808.28
305135	1	TERAN, KARINA	Residtl /NPS /Dstrctwd	1,400.00
305136	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	14,241.50
305137	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	15,708.50
305138		VOID	VOID	0.00
305139	1	SCHOOL SPECIALTY	InstMtls/SE0thIns/Dstrctwd	223.12
305140	1	MNJ TECHNOLOGIES DIRECT INC	Serv&Op /TIS /Dstrctwd	358.98
305141	1	SCHOLASTIC INC	InstMtls/Instrctn/RH Dana	227.99
305142		VOID	VOID	0.00
305143	1	DELL COMPUTER	SplsNonI/SupvAdmn/Dstrctwd	437.59
305144	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/CVHS	486.61
305145	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/RH Dana	561.01
305146	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/RH Dana	167.54
305147	1	APPLE COMPUTER INC	NonCapEq/Instrctn/MFMS	29,048.14

358 Purchase Orders \$1,206,262.56

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Warrant Number	Name of Payee	Reference Number	Amount
161511	BERGMAN & DACEY INC	PO-302721	6,275.00
161512	DAVID TAUSSIG ASSOC INC	PO-302719	960.07
		PO-302724	501.65
161513	MOULTON NIGUEL WATER	PO-300465	5,696.09
161514	SAN DIEGO GAS & ELECTRIC	PO-300464	83,000.72
161515	SANTA MARGARITA WATER	PO-300463	1,573.95
161516	SO CAL GAS CO	PO-300274	12,364.46
161517	SO COAST WATER DIST	PO-300462	1,296.06
161518	SOUTHERN CALIFORNIA EDISON	PO-301282	8,619.03
161519	ALPHA SOUND AND LIGHTING	PO-300298	205.57
161520	AMS.NET, Inc.	PO-303928	1,405.68
161521	DICK BLICK WEST	PO-302308	105.79
161522	HAAN CRAFTS	PO-300849	195.75
161523	HIRSCH PIPE & SUPPLY	PO-304038	1,089.87
161524	JIM'S MUSIC CENTER	PO-304457	280.00
161525	JOHN DEERE LANDSCAPES	PO-304037	989.32
161526	KELLY PAPER COMPANY	PO-300246	3,560.21
161527	LAWNMOWERS ETC	PO-303925	304.54
161528	W W GRAINGER INC	-	
		PO-300498	101.00
		PO-303520	19,727.72
161529	W W GRAINGER INC	-	
		PO-303520	17,019.03
161530	W W GRAINGER INC	PO-303520	13,040.77
161531	ASSOCIATION OF CALIFORNIA	PO-302768	780.00
161532	ERC ROOFING AND SOLAR	PO-304277	3,825.00
161533	LAKESHORE LEARNING MATLS	PO-304417	63.36
161534	LIBERTY FLAGS	PO-304077	43.37
161535	W W GRAINGER INC	-	
		PO-303520	14,238.56
161536	W W GRAINGER INC	-	
		PO-303520	20,343.51
161537	W W GRAINGER INC	PO-303520	10,976.29
161538	LAKESHORE LEARNING MATLS	PO-301650	511.01
161539	BENS ASPHALT	PO-303162	2,504.00
161540	UNION BANK OF CALIFORNIA	PO-301671	14,035.73
161541	W W GRAINGER INC	PO-303520	24,635.96
161542	BENS ASPHALT	PO-301489	1,500.00
		PO-301982	1,500.00
		PO-303062	1,775.00
		PO-304622	7,020.00
161543	BEAUCHAINE, KIMBERLY	PV-013881	164.22
161544	BROWNE, CAROLE	PV-013882	82.62
161545	BRUNTON, MICHELLE	PV-013883	81.09
161546	CARLISLE, TERESA	PV-013884	58.14

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
161547	CUNNINGHAM, CHADWICK	PV-013885	84.15
161548	DAGLEY, JEANA	PV-013886	161.67
161549	GELLER, DIANE	PV-013887	182.62
161550	GRAY, LISA	PV-013888	104.55
161551	HERVEY, ROBIN	PV-013889	93.84
161552	HOWARD, ANDREA	PV-013890	434.52
161553	JACKSON, JENNIFER	PV-013891	87.72
161554	KIMINAS, ANTHONY	PV-013892	134.64
161555	MACKAY, FRANCES	PV-013893	77.70
161556	MAGWOOD, DONNA KATHERINE	PV-013894	31.62
161557	MARCUS, BRUCE	PV-013895	99.96
161558	PEREZ, RICHARD	PV-013896	118.32
161559	POWELL, CHRISTOPHER	PV-013897	75.99
161560	ROGERS, MALISSA	PV-013898	5.10
161561	SCHROEDER, JANICE	PV-013899	49.98
161562	STIRLING, ROBERT	PV-013900	100.47
161563	SUNICO, MA REGINA	PV-013901	108.12
161564	TUCKER, MARYANN	PV-013902	66.30
161565	VERDUGO, ANNIE	PV-013903	50.49
161566	WEINELL, CAROL	PV-013904	80.58
161567	WENTZEL, KORY	PV-013905	118.83
161568	WHITING, SUSAN	PV-013906	45.90
161569	WIEDEMAN, LORI	PV-013907	86.70
161570	BROWNE, CAROLE	PV-013882	232.05
161571	DANNIS WOLIVER KELLEY	PO-301302	3,158.64
		PO-301304	15,986.18
		PO-304335	1,658.16
161572	DELL MARKETING L P	PO-304325	28,086.51
		PO-304347	1,851.87
161573	HARBOTTLE LAW GROUP	PO-301305	14,516.59
161574	ORANGE COUNTY DEPT OF EDUCATIO	PO-304286	90.00
161575	STUTZ ARTIANO SHINOFF & HOLTZ	PO-301913	4,436.50
161576	VAVRINEK TRINE DAY & CO LLP	PO-304590	5,194.00
161577	DORHOUT, ANETA	PV-013936	571.12
161578	DUTCH, AMPARO P.	PV-013934	1,108.80
161579	FIT KIDS AMERICA	PV-013945	4,277.50
161580	H2O SPOT	PV-013942	899.50
		PV-013944	5,740.00
161581	NEELY, EDWIN S	PV-013946	1,675.10
161582	PAYNE, JODY	PV-013937	985.50
161583	SPECTRUM SOLUTIONS DBA	PV-013938	342.00
161584	THINK TOGETHER	PV-013941	8,071.00
161585	YOUNG REMBRANDTS	PV-013940	18,537.32
161586	VAVRINEK TRINE DAY & CO LLP	PO-304398	1,340.00
161587	AT&T	PO-300468	86.93

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Warrant Number	Name of Payee	Reference Number	Amount
161588	CMRS-TMS	PO-300242	30,000.00
161589	MISSION VIEJO GLASS	PO-300290	515.00
161590	MOBILE COMM REPAIR INC	PO-301054	1,364.45
161591	ORANGE COUNTY FIRE PROTECTION	PO-300982	2,755.00
161592	ORANGE COUNTY MONSTER CARTS	PO-304541	284.01
161593	PITNEY BOWES	PO-300254	508.00
161594	PITNEY BOWES/PRESORT SERVICES	PO-303123	174.77
161595	PLAYPOWER LT FARMINGTON	PO-302682	539.57
		PO-304303	578.43
		PO-304407	123.93
161596	PRAXAIR	PO-300502	447.26
161597	PRUDENTIAL OVERALL SUP	PO-301004	82.03
161598	QUALITY TOWING	PO-301105	83.00
161599	SAFETY KLEEN CORP	PO-300792	363.23
		PO-300794	327.60
161600	SELECT EQUIPMENT SALES INC	PO-303021	271.86
161601	SIMPLEX GRINNELL LP	PO-304017	7,090.40
161602	SMARDAN SUPPLY COMPANY	PO-304029	954.83
161603	SMART & FINAL	PO-300693	135.10
		PO-301942	44.88
		PO-302702	124.58
		PO-302757	29.74
161604	SMART & FINAL	PO-300788	66.32
161605	SOUTH COAST MEDICAL GROUP	PO-300676	430.00
161606	SPRINT AQUATIC	PO-303933	53.61
161607	SUBSCRIPTION SERVICES OF	PO-304311	399.30
161608	TIFCO INDUSTRIES	PO-301221	2,992.31
161609	TUTTLE-CLICK FORD	PO-303642	7,216.52
161610	ULINE	PO-300251	168.60
161611	UNISOURCE CORP	PO-300143	1,145.53
161612	UNITED RENTALS	PO-300491	34.80
161613	ZEP MANUFACTURING CO	PO-301110	166.99
161614	SMART & FINAL	PO-301842	281.14
161615	WESTED DRTTA ATTN DVD ORDER	PO-302925	630.00
161616	ALEXANDER, ANDREA	PV-013908	321.70
161617	BLINN, JIM	PV-013909	64.09
161618	BRUNELLE, JENNIFER	PV-013910	21.00
161619	CHASMAN, MARC & BARBARA	PV-013911	145.00
161620	CONLEY, KIMBERLY	PV-013912	9.95
161621	CORBETT, SEAMUS	PV-013913	2.00
161622	DONNELLY, SAMUEL	PV-013914	71.00
161623	GIERUT, LEA	PV-013915	5.00
161624	KAO, KATRINA	PV-013917	10.00
161625	LAWRENCE, DAVID/MONICA	PV-013918	8.00
161626	MCILROY, LORI	PV-013919	19.00

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Warrant Number	Name of Payee	Reference Number	Amount
161627	MOE, KENNETH L	PV-013920	215.83
161628	NG, STEVEN	PV-013921	78.00
161629	O'DONNELL, INGA W	PV-013922	18.00
161630	PACIFIC ROOFING SYSTEMS	PV-013923	100.00
161631	PITZEN, SHARLA	PV-013924	132.01
161632	PRESLEY, MATT	PV-013926	67.00
161633	RAYMOND, MICHELLE	PV-013933	120.00
161634	REINHERT, KELSEY	PV-013927	60.00
161635	STOKER, BARBARA	PV-013928	70.00
161636	THOMPSON, JACOB	PV-013929	8.00
161637	WESSON, WILLIAM	PV-013930	71.00
161638	ZALLAR, SUE	PV-013931	273.72
161639	POSEY, JENNIFER	PV-013925	142.50
161641	CALIFORNIA WEEKLY EXPLORER INC	PO-302326	1,670.00
161642	CERTIFIED TRANSPORTATION	PV-013943	1,920.00
161643	COUNTY OF ORANGE	PO-302809	222.00
161644	JFK TRANSPORTATION CO INC	PV-013935	1,528.75
161645	SOUTHERN CALIFORNIA GRAY LINE	PV-013932	4,333.75
161646	TRANSPORTATION CHARTER SERVICE	PV-013939	2,200.00
161647	CENTER FOR GRANTS & EVALUATION	PO-304648	2,000.00
161648	CREATIVE GYMNASTICS	PO-302894	1,164.80
161649	DELL MARKETING L P	PO-303806	35,630.20
		PO-304320	40,389.24
161650	KRANTZ, TRICIA ELIZABETH	PO-301922	1,339.20
161651	MOORE, GURWITZ	PO-304631	2,000.00
161652	PATTERSON, PAMELA	PO-301634	5,178.39
161653	RAINS, SANDY AND MAYNARD	PO-304437	175.00
161654	WERTHEIMER-GALE & ASSOCIATES	PO-300860	175.50
		PO-301354	78.00
161655	KRANTZ, TRICIA ELIZABETH	PO-301922	100.80
161656	MOULTON NIGUEL WATER	PO-300465	913.52
161657	ORANGE CTY DEPT EDUC	PO-301673	3,307.21
161658	SAN DIEGO GAS & ELECTRIC	PO-300464	59,034.94
161659	SANTA MARGARITA WATER	PO-300463	6,295.93
161660	SO CAL GAS CO	PO-300274	5,294.03
161661	SO COAST WATER DIST	PO-300462	4,755.83
161662	SOUTHERN CALIFORNIA EDISON	PO-301282	3,714.23
161663	ALISO NIGUEL AUTO CARE	PO-304237	23.24
161664	APPERSON	PO-300847	2,326.09
161665	ARAMARK	PO-300961	901.93
161666	ASSOC BUSINESS PRODUCTS	PO-300374	284.65
		PO-304719	124.49
161667	ATLAS PEN & PENCIL CORP	PO-302943	78.64
161668	B & H PHOTOGRAPHY	PO-304446	258.98
161669	BAILEY MANUFACTURING	PO-304205	164.31

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Warrant Number	Name of Payee	Reference Number	Amount
161670	BEARCOM	PO-304546	293.06
161671	BETTER BUSINESS RECORDS	PO-300337	104.95
161672	BLAIRS TOWING	PO-302104	750.00
161673	C D T INC.	PO-301908	1,035.00
161674	CAL-STATE AUTO PARTS INC	PO-300965	192.32
161675	CALIFORNIA WESTERN VISUALS	PO-303740	607.91
		PO-304270	1,823.74
		PO-304271	1,215.83
		PO-304273	607.91
		PO-304274	607.91
		PO-304458	607.91
		PO-304469	1,846.58
161676	CAMCOR INC	PO-304003	227.14
		PO-304450	648.40
		PO-304467	669.31
		PO-304468	1,117.71
161677	CDWG Inc	PO-300566	147.04
161678	CINTAS	PO-300681	98.50
161679	CINTAS CORP	PO-300320	509.27
161680	CLARK SECURITY PRODUCTS	PO-300322	1,953.43
161681	COMMUNICATIONS USA	PO-304520	252.30
161682	CULVER-NEWLIN INC	PO-304410	230.55
161683	CURRICULUM ASSOCIATES, LLC	PO-303604	929.48
		PO-303999	517.32
161684	DAVE BANG ASSOCIATES INC	PO-303883	25,403.11
		PO-304288	2,700.63
161685	DEPT IND RELATION/SAFETY	PO-302655	450.00
161686	DON JOHNSTON INC.	PO-304191	438.05
161687	ENABLING DEVICES	PO-304431	29.95
161688	EVERYTHING MEDICAL	PO-303715	492.50
161689	FACTORY MOTOR PARTS	PO-300969	470.98
161690	FARINO DESIGN & CONSTRUCTION	PO-303945	950.00
161691	FEDERAL EXPRESS CORP	PO-300243	1,593.80
161692	FLEET SERVICE SPECIALIST LLC	PO-302278	3,835.53
161693	FLINN SCIENTIFIC INC	PO-304060	466.24
		PO-304256	45.32
161694	FOLLETT EDUCATIONAL SVC	PO-304353	42.42
161695	GRAPHIC SYSTEMS	PO-300255	302.36
161696	HANDWRITING W/O TEARS	PO-303491	1,382.59
		PO-304597	38.85
161697	HIRSCH PIPE & SUPPLY	PO-304038	1,010.45
161698	IBBS	PO-304577	516.56
		PO-304578	113.91
		PO-304580	516.56
		PO-304633	564.14

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Warrant Number	Name of Payee	Reference Number	Amount
161699	IMAGE 2000	PO-300801	2,420.83
		PO-303926	616.25
161700	INSIGHT SYSTEMS EXCHANGE	PO-304505	1,660.44
		PO-304514	1,802.90
161701	INTERSTATE BATTERIES	PO-300975	1,005.38
161702	ITD PRINT SOLUTIONS	PO-304150	137.25
161703	ITO NURSERY	PO-300449	190.32
161704	DRI	PO-304629	867.01
161705	CULVER-NEWLIN INC	PO-304227	342.56
161706	ADAMS, CELESTE	PV-013974	236.44
161707	ADAMS, KARA	PV-013975	289.19
161708	BANH, JULIE/NAM	PV-013976	573.57
161709	BANNERMAN, CARY & KELLY	PV-013977	243.82
161710	BARNARD, ERIC & JENNIFER	PV-013978	96.08
161711	BECERRIL, ARTURO OR BLANCA	PV-013979	45.61
161712	BELLOMO, PHILIP &/OR KATHY	PV-013980	256.49
161713	BERTOLA, ANGELO OR SANDRA	PV-013981	159.94
161714	BIRTCH, RANDY OR LAURA	PV-013982	225.46
161715	BLACKABY, ELIZABETH	PV-013983	237.23
161716	BODO, JOHN & TERA	PV-013984	697.72
161717	BOGUSIEWICZ, STEVEN OR KELLY	PV-013985	218.69
161718	BOYD, VALERIE	PV-013986	217.01
161719	BOYER, DAVID OR MELISSA	PV-013987	59.98
161720	BRESSLER, ERIC & KATHY	PV-013988	330.96
161721	CLARK, BRIAN OR YOLANDA	PV-013989	282.44
161722	CROWE, ROBERT AND/OR VIRGINIA	PV-013990	150.92
161723	CUHADAROGLU, MEHMET OR BELGIN	PV-013991	886.42
161724	DIAZ, JOSE & MEREDITH	PV-013992	200.43
161725	DICK, CRAIG OR BILLIE	PV-013993	229.50
161726	DIXON, KEN OR SHAUNA	PV-013994	188.74
161727	EASTMAN, STEPHEN OR TARA	PV-013995	155.08
161728	GARDNER, TIM OR SUZANNE	PV-013996	349.17
161729	GAU, MARY	PV-013997	169.93
161730	GIDEONS, CHRIS OR VALLI	PV-013998	409.57
		PV-013999	457.75
161731	GRISHAM, JEFFREY & MELINDA	PV-014000	329.09
161732	GUZMAN GARCIA, OMAR	PV-014001	216.06
161733	HADDAD, MIKE OR BECKY	PV-014002	179.93
161734	HALL, SHANELLE	PV-014003	118.24
161735	HAMEED, SHAWN	PV-014004	460.23
161736	HARRAMAN, RUSSEL & IVANA	PV-014005	226.22
161737	HENRY, SAMANTHA	PV-014006	172.58
161738	HOGGATT, ROBERT/VERONICA	PV-014007	211.34
161739	HYLTON, CHRIS OR HERMINIA	PV-014008	149.02
161740	JACKSON, JENNIFER	PV-014009	225.09

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Warrant Number	Name of Payee	Reference Number	Amount
161741	JARRELL, INESSA OR KEVIN	PV-014010	99.39
161742	JOHANNES, JENNETTE	PV-014011	317.67
161743	JONES, DANNY & NANCY	PV-014012	103.18
161744	KENDER, GREGORY OR TINA	PV-014013	158.26
161745	LAW, YUET	PV-014014	219.58
161746	LEVIN OR, PAUL	PV-014015	189.41
161747	LIDDLE, DREW & LESLIE	PV-014016	215.06
161748	MACIBORSKI, MIKE OR STEPHANIE	PV-014017	119.82
161749	MARTIN, PETER/NORMA	PV-014018	25.70
161750	MC KEAGUE, JOHN & SHARON	PV-014019	339.86
161751	MONTANEZ, TERRI & FERNANDO	PV-014020	192.41
161752	MOORE, KIM	PV-014021	406.22
161753	PETRONIS, NICHOLAS OR LORENA	PV-014022	168.43
161754	POSNER, JEFF OR CARLA	PV-014023	158.80
161755	PRINGLE, DIANE	PV-014024	90.70
161756	REDING, CLARE & SHAD	PV-014025	151.21
161757	RICHMOND, HEIDI	PV-014026	385.08
161758	ROHDE, JAN &/OR JOY	PV-014027	113.47
161759	ROLING, ROGER OR MIKAIL	PV-014028	249.09
161760	ROTH, JAY &/OR KERI	PV-014030	229.20
161761	SHOOK, SIAN	PV-014031	211.35
161762	STAFFIERI, MICHAEL OR ELIZABET	PV-014035	476.86
161763	STALEY, ANNA DAWN OR MATTHEW	PV-014038	100.21
161764	STEBENNE, STUART/LISA	PV-014040	302.25
161765	WAREZAK, BRAD OR MICHELLE	PV-014041	961.72
161766	WILLIAMS, GINI	PV-014042	117.87
161767	ZABALA, DANIEL & JACQUELINE	PV-014043	177.89
161768	ANDERSON'S IT'S ELEMENTARY	PO-304365	173.55
161769	BRIDGES TRANSITIONS CO.	PO-304600	675.00
161770	CCS PRESENTATION SYSTEMS INC	PO-304216	4,241.25
161771	DRIVELINES INCORPORATED	PO-301111	582.13
161772	JIM'S MUSIC CENTER	PO-304457	42.41
161773	KELLY PAPER COMPANY	PO-300246	2,649.00
161774	KNORR SYSTEMS INC	PO-300066	4,740.76
		PO-300363	3,772.50
161775	LAKESHORE	PO-304241	216.41
161776	LAMA SEWING KITS	PO-302241	997.50
		PO-304754	939.26
161777	LAWNMOWERS ETC	PO-303925	817.66
161778	LINGUI SYSTEMS INC	PO-304175	353.65
161779	LAKESHORE LEARNING MATLS	PO-301650	1,124.58
161780	CABRAL ROOFING & WATERPROOFING	PO-302546	3,977.38
		PO-303916	6,034.04
161781	COMMERCIAL FENCE & IRON WORKS	PO-303283	4,265.00

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Warrant Number	Name of Payee	Reference Number	Amount
161782	DISCOUNT OFFICE SERVICES	PO-300111	638.35-
		PO-301609	600.12
		PO-301662	13.04
		PO-301828	376.72
		PO-303773	422.52
161783	TANDUS FLOORING INC.	PO-304478	10,740.57
		PO-304542	11,059.93
161784	DISCOUNT OFFICE SERVICES	PO-304479	216.41
161785	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	83,141.47
161786	BRADY-NELSON, KAREN	PV-014029	172.89
161787	CARDWELL, LINDA	PV-014033	5.10
161788	CROSS, MINDY	PV-014034	121.89
161789	DARAKJIAN, CAROLE	PV-014037	197.37
161790	FRANCO, MARIA	PV-014036	21.42
161791	FREDRIKSZ, LAURA	PV-014039	32.13
161792	GERLING, SUSAN	PV-014044	46.41
161793	GLASSEN, NINA	PV-014045	50.49
161794	GODFREY, NICOLE	PV-014046	257.15
161795	GONG, PHOEBE	PV-014047	223.89
161796	HARRIS, REBECCA	PV-014048	1.02
161797	HUYNH, TINA	PV-014049	92.31
161798	KENNEY, VALERIE	PV-014050	40.80
161799	MALONE, JULEE	PV-014051	160.65
161800	NASON, KIM	PV-014052	78.03
161801	NUNAN, KATIE	PV-014053	91.70
161802	O'KANE, MONIKA	PV-014054	18.87
161803	PALMER, EVA	PV-014055	20.40
161804	PULIDO, DEBBIE	PV-014056	16.83
161805	SHAPLAND, CHERYL	PV-014058	91.29
161806	SHEA HINNAG, REBECCA	PV-014059	23.46
161807	STACHOWSKI, MICHAEL	PV-014060	108.12
161808	STOFFEL, DAVID E	PV-014061	59.16
161809	THORNBURG, QUIN	PV-014062	83.64
161810	WHITE, BRANDI	PV-014063	59.67
161811	WRIGHT, RACHEL	PV-014064	128.01
161812	REPAIRE, VANESSA	PV-014057	4.52
161813	CB RANCH ENTERPRISES	PO-304772	1,730.00
161814	Capistrano Connections Academy	PO-300738	410,072.00
161815	JOURNEY CHARTER SCHOOL	PO-300743	78,084.00
161816	KNOTT'S BERRY FARM	PO-304342	723.55
161817	MISSION SAN JUAN CAPISTRANO	PO-304774	344.00
161818	OPPORTUNITY FOR LEARNING	PO-300739	33,949.00
161819	PALI MOUNTAIN INSTITUTE	PO-301040	16,075.00
161820	RANCHO MISSION VIEJO LAND	PO-303142	200.00

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161821	XEROX CORPORATION	PO-302224	286,562.11
		PO-302225	127,858.30
161822	Capistrano Connections Academy	PV-014065	59,918.00
		PV-014066	2,349.00
161823	MOBILE MODULAR	PO-300278	610.00
161824	ACADEMIC ADVANTAGE, THE	PO-303402	40.38
161825	ACE TUTORING	PO-303380	1,125.00
161826	ACTION LEARNING SYSTEMS INC	PO-304864	2,000.00
		PO-304865	2,000.00
		PO-304866	4,000.00
		PO-304867	1,419.60
161827	ATKINSON ANDELSON LOYA	PO-301934	4,898.97
		PO-302542	6,991.35
161828	DEBRA HOROWITZ	PO-304652	100.00
161829	ELIZABETH JIMENEZ DBA GEMAS	PO-302938	10,830.00
		PO-304645	4,170.00
161830	KRANTZ, TRICIA ELIZABETH	PO-301922	1,674.00
161831	PROFESSIONAL TUTORS OF AMERICA	PO-302156	3,775.00
161832	STUTZ ARTIANO SHINOFF & HOLTZ	PO-301913	19,429.59
161833	YMCA OF ORANGE COUNTY	PO-301436	8,385.29
		PO-301455	16,217.47
161834	KRANTZ, TRICIA ELIZABETH	PO-301922	126.00
161835	APPLE COMPUTER INC	PO-304009	126.15
		PO-304511	2,439.79
161836	DELL MARKETING L P	PO-303894	24,022.34
		PO-303900	9,891.63
		PO-304492	6,863.55
		PO-304494	6,594.42
		PO-304507	2,278.08
		PO-304508	1,139.06
161837	ORANGE COUNTY DEPT OF EDUCATIO	PO-300179	799.00
		PO-304051	50.00
		PO-304561	100.00
161838	PETERSON, SYLVIA	PO-304759	708.00
161839	SANTA ANA UNIFIED SCHOOL DIST	PO-303681	400.00
161840	MAD SCIENCE	PV-014076	30,132.90
161841	MCCARTNEY, KRISTEN	PV-014072	1,560.00
161842	SPECTRUM SOLUTIONS DBA	PV-014074	57.00
161843	BELMAN, RICARDO	PV-014078	67.00
161844	BLINN, JIM	PV-014067	120.25
161845	BOSS, KYLE	PV-014068	74.00
161846	BRENTLINGER, JODEE	PV-014069	164.34
161847	CARLISLE, TERESA	PV-014070	76.81
161848	CRANDELL, COLUMBIA	PV-014071	94.00
161849	FARLEY, JOSEPH M	PV-014075	20.65

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161850	FOREMAN, JONATHAN	PV-014077	70.00
161851	MARTINEZ, ROBERT	PV-014079	5.00
161852	PASCHALL, MEGAN	PV-014081	67.00
161853	SMITH, JAMES	PV-014084	5.00
161854	STRICKLAND, GERRY	PV-014085	26.14
161855	SUMMY, WARREN	PV-014086	78.00
161856	TALEBI, CAMERON	PV-014087	5.00
161857	TALILI, MAILUMAI	PV-014088	147.01
161858	THOMPSON, CHRISTIAN	PV-014089	47.00
161859	UMINSKY, ALMA	PV-014090	20.65
161860	YOGI, STACY	PV-014091	12.95
161861	DUNHAM, JENNIFER	PV-014073	200.00
161862	MATHEIS, KELLY	PV-014080	270.00
161863	SANDERS, LORNA L	PV-014082	288.97
161864	SINKINSON, AMBER	PV-014083	112.00
161865	ALVARADO, CYNTHIA	PO-303472	585.48
161866	AUTISM SPECTRUM THERAPIES	PO-301968	1,955.40
161867	CENTER FOR AUTISM &	PO-301964	2,677.01
		PO-302282	270.28
161868	COTA, SILVIA	PO-304695	1,067.96
161869	CREATIVE PATHWAYS TO	PO-302152	10,200.00
161870	EDUCATIONAL BASED SERVICES	PO-301944	5,040.00
161871	ESCO EAR SERVICE CORP	PO-304606	119.00
161872	FAMILY LIFE CENTER BODEGA	PO-304531	884.75
161873	GOODWILL INDUSTRIES	PO-301935	120.00
161874	HERBERT, DEBRA	PO-301990	810.00
		PO-301991	170.00
		PO-303471	360.00
		PO-303952	120.00
		PO-304251	840.00
161875	LEVIN, DR EUGENE	PO-301496	141.00
161876	MARDAN CENTER OF ED	PO-302730	2,924.00
		PO-304700	1,548.00
161877	MAXIM HEALTHCARE SERVICES	PO-301346	4,738.00
161878	OCEANVIEW SCHOOL	PO-304240	238.00
		PO-304669	360.00
161879	ORANGE CTY DEPT EDUC	PO-301638	331,048.08
161880	ORANGE CTY TESTING SERV	PO-300889	50.00
161881	PROGRESSUS THERAPY INC	PO-301928	490.00
161882	RAINS, SANDY AND MAYNARD	PO-304415	152.46
161883	SPEECH & LANGUAGE DEVEL	PO-301364	4,966.50
		PO-301365	4,770.63
161884	TERI INC - THE COUNTRY SCHOOL	PO-304129	3,525.15
161885	WEST SHIELD ADOLESCENT	PO-301933	6,427.89
161886	BARI, KATHY	PV-014092	353.50

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Warrant Number	Name of Payee	Reference Number	Amount
161887	BRUNSON JR., LARRY W.	PV-014094	57.12
		PV-014095	46.92
161888	CARMICHAEL, LORI	PV-014096	375.00
161889	COULSTON, JENIFER	PV-014098	75.81
161890	ENDER, PAMELA	PV-014154	450.40
161891	FORD AAA STUDENT AUTO SK	PV-014138	145.00
161892	GINSBERG-BROWN, CLAUDIA	PV-014093	23.46
161893	HARMAN, NANCY	PV-014097	19.38
161894	HOLLIDAY, SUSAN	PV-014099	311.50
161895	JOBST, SHELLY	PV-014100	1,124.43
161896	LEWIS, ELIZABETH	PV-014117	150.00
161897	LIPSETT, ROBERT K	PV-014102	1,417.95
161898	MEISSNER, ANDREA	PV-014103	100.00
161899	MENDEL, LINDA	PV-014105	436.20
161900	PATERSON, ELIZABETH	PV-014106	121.70
161901	RUBY-KORAN, CHERYL	PV-014101	83.60
161902	SHAPLAND, CHERYL	PV-014107	179.00
		PV-014108	420.94
161903	SLIPAKOFF, ROBIN	PV-014109	88.46
161904	SMITH, SARAH T.	PV-014116	704.52
161905	SUNICO, MA REGINA	PV-014110	273.99
161906	WILLSEY, F.PATTERSON	PV-014111	1,634.03
161907	WINGEN, TAMARAH	PV-014112	1,221.48
161908	SAFFORD, MARGARET E	PV-014113	3,724.00
161909	ACT	CM-010110	128.12-
		CM-010111	64.60-
		CM-010112	5.08-
		PO-301692	271.88
161910	ASSOCIATION OF CALIFORNIA	PO-302768	260.00
161911	CAL TRACK RECONDITIONING	PO-304012	701.44
161912	CAMCOR INC	PO-304584	2,794.28
161913	CREATIVE CONTRACTORS CORP	PO-304403	475.00
		PO-304406	475.00
161914	DENAULT'S HARDWARE	PO-300328	38.32
		PO-300711	161.10
161915	DICK'S SPORTING GOODS	PO-302640	1,271.90
161916	Educational Testing Service	PO-301134	300.00
161917	FRANKLIN COVEY	PO-303832	806.69
161918	FUN AND FUNCTION	PO-304331	60.90
161919	GEISENS AUTO UPHOLSTERY	PO-300707	180.00
161920	GREG LARSON	PO-304609	350.02
161921	GUNTHER'S ATHLETIC SERV	PO-304373	1,190.81
161922	HIRSCH PIPE & SUPPLY	PO-304038	932.08
161923	HYDRO-SCAPE PRODUCTS INC	PO-300448	1,267.52
161924	LIBERTY FLAGS	PO-304570	47.13

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Warrant Number	Name of Payee	Reference Number	Amount
161925	LINGUI SYSTEMS INC	PO-304260	132.75
161926	LRP PUBLICATIONS	PO-304535	250.00
161927	LAKESHORE LEARNING MATLS	PO-301650	308.07
161928	COX COMMUNICATIONS	PO-301249	2,141.94
161929	MAILFINANCE	PO-300239	907.73
161930	MILLER MECHANICAL	PO-304034	4,025.80
161931	MISSION VIEJO GLASS	PO-300290	325.00
161932	MUNICIPAL UNDERGROUND SERVICES	PO-300388	375.00
161933	ONE STOP BINDERY	PO-304782	1,110.00
161934	ORANGE CTY PUMP CO	PO-304634	1,384.86
161935	PERFECT SEAL LABORATORIES	PO-304605	62.20
161936	PITNEY BOWES INC	PO-304781	1,333.09
161937	RUFFS SAW SERVICE	PO-304783	42.00
161938	SATCO SUPPLY	PO-302072	272.31
		PO-304753	123.25
161939	SCHOOL SPACE SOLUTIONS	PO-303879	1,622.44
161940	SCHOOL SPECIALTY	PO-300282	1,467.00
		PO-304259	154.20
161941	VERIZON WIRELESS	PO-300960	259.25
161942	WAXIE	PO-300400	590.86
161943	SPARKLETTTS	PO-301544	55.76
161944	BARON, SINDY	PV-014120	52.02
161945	BARRETT, JANET S	PV-014121	126.99
161946	BRANNON, DESIREE	PV-014122	176.97
161947	BRUNSON JR., LARRY W.	PV-014124	200.43
161948	CUNNINGHAM, CHADWICK	PV-014125	118.83
161949	DE ACUTIS, LISA	PV-014119	57.12
161950	EFFENBERGER, PATRICIA	PV-014126	123.42
161951	FARRAND, MONA	PV-014127	52.02
161952	FLUENT, TERRY	PV-014128	54.06
161953	GELLER, DIANE	PV-014129	61.20
161954	GERLING, SUSAN	PV-014131	38.76
161955	GONZALEZ, SARAH	PV-014132	80.70
161956	HARVEY, LAUREN	PV-014133	138.72
161957	HERTZ, JANA	PV-014134	129.03
161958	HERVEY, ROBIN	PV-014136	175.44
161959	HEUSER, RACHEL	PV-014137	347.82
161960	HOOPER, GWYNETH	PV-014139	27.54
161961	HOWARD, ANDREA	PV-014140	236.13
161962	KAROLYS, ANDREA	PV-014141	130.56
161963	MALONE, JULEE	PV-014142	154.02
161964	METTERT, LISA M	PV-014143	129.03
161965	NESTOR, GREGORY	PV-014145	215.73
161966	PETTEY, STEPHANIE	PV-014144	179.52
161967	RILEY, JOLENE	PV-014146	208.59

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Warrant Number	Name of Payee	Reference Number	Amount
161968	STEVE GELSINGER	PV-014130	83.64
161969	THORNBURG, QUIN	PV-014147	96.90
161970	TUCKER, MARYANN	PV-014148	84.66
161971	WALTERS, ELAINE	PV-014149	88.23
161972	WENTZEL, KORY	PV-014150	135.66
161973	WHALEN, ANDREA	PV-014151	165.24
161974	BROCKMAN, CARY	PV-014123	113.22
161975	COMMERCIAL FENCE & IRON WORKS	PO-301237	873.00
		PO-304638	5,066.00
161976	STATE BD EQUALIZATION	PV-014152	2,463.00
161977	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	60,721.13
161978	CARLOS GUZMAN INC	PO-304854	1,500.00
161979	CORVEL CORPORATION	PO-300174	4,663.92
161980	ATKINSON ANDELSON LOYA	PO-301934	10,436.06
161981	AMERICAN LOGISTICS COMPANY LLC	PO-301372	9,982.50
161982	BOWERS MUSEUM OF CUL ART.	PO-304853	456.00
161983	CERTIFIED TRANSPORTATION	PV-014156	1,184.00
161984	IRVINE RANCH OUTDOOR EDU CTR	PO-304876	1,485.00
161985	JFK TRANSPORTATION CO INC	PV-014153	2,003.75
161986	OCEAN INSTITUTE	PO-304861	586.00
161987	SOUTHERN CALIFORNIA GRAY LINE	PV-014155	2,770.16
161988	XEROX CORPORATION	PO-302224	288,553.51
161989	CA SPEECH HEARING ASSOCIATION	PO-304186	300.00
161990	DELL MARKETING L P	PO-303889	67.99
		PO-303894	1,903.73
		PO-303900	611.91
		PO-303901	67.99
		PO-303903	1,248.63
		PO-304085	135.98
		PO-304086	67.99
		PO-304088	67.99
		PO-304092	67.99
		PO-304094	339.95
		PO-304115	120.58
		PO-304188	1,019.86
		PO-304492	964.65
		PO-304494	407.95
		PO-304507	135.99
		PO-304508	67.99
161991	NvLS PROFESSIONAL SERVICES LLC	PO-301621	9,000.00
161992	ORANGE COUNTY DEPT OF EDUCATIO	PO-303174	1,540.00
		PO-303629	4,690.00
		PO-304992	25.00
161993	CREER	PO-304862	50.00
161994	STRATEGIES SOUTHERN REGION	PO-305038	100.00

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Warrant Number	Name of Payee	Reference Number	Amount
161995	CITY OF SAN JUAN CAPISTRANO	PO-303026	3,020.32
161996	COUNTY OF ORANGE-WASTE MNGT	PO-300276	2,678.09
161997	MOULTON NIGUEL WATER	PO-300465	2,809.57
161998	SAN DIEGO GAS & ELECTRIC	PO-300464	192,125.81
161999	SANTA MARGARITA WATER	PO-300463	2,192.10
162000	SO CAL GAS CO	PO-300274	23,454.73
162001	SO COAST WATER DIST	PO-300462	2,464.24
162002	SOUTHERN CALIFORNIA EDISON	PO-301282	38,790.18
162003	ADVANCED BIONICS	PO-304671	300.00
162004	B & H PHOTOGRAPHY	PO-304466	2,712.00
162005	BIOMETRICS4ALL INC	PO-304572	6.00
162006	BRODART CO	PO-304306	100.65
162007	CAMCOR INC	PO-304449	2,077.89
		PO-304585	169.90
162008	CINTAS	PO-300992	42.00
162009	DANBRU WIRE & CABLE INC	PO-304189	281.15
162010	DENAULT'S HARDWARE	PO-300328	94.57
162011	DIGITAL NETWORKS GROUP	PO-304599	964.50
162012	DISCOUNT OFFICE SERVICES	PO-300045	99.32
		PO-301609	144.08
		PO-302850	108.90
		PO-304472	486.69
		PO-304596	565.99
162013	EVERYTHING MEDICAL	PO-304459	456.00
162014	FISHER SCIENTIFIC	PO-304267	62.32
162015	FLINN SCIENTIFIC INC	PO-304591	552.14
162016	LOS ANGELES TIMES	PO-301902	56.00
162017	ARROWHEAD WATER	PO-301541	26.33
		PO-301542	33.62
162018	MISSION VIEJO GLASS	PO-300290	750.00
162019	MOBILE COMM REPAIR INC	PO-304101	217.39
162020	OFFICE DEPOT	PO-304374	236.29
		PO-304462	1,804.03
		PO-304592	124.27
162021	ORANGE COUNTY REGISTER	PO-304539	467.28
162022	OVER NIGHT NUMBERING	PO-300263	274.00
162023	PACIFIC GO NATURAL GAS	PO-300991	473.30
		PO-305017	11,703.67
162024	PARKHOUSE TIRE INC.	PO-303644	3,791.53

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Warrant Number	Name of Payee	Reference Number	Amount
162025	PEARSON ASSESSMENTS	PO-303005	1,848.44
		PO-303718	750.75
		PO-303949	2,131.11
		PO-304141	2,197.65
		PO-304156	945.27
		PO-304166	349.39
		PO-304202	297.20
		PO-304253	3,171.66
		PO-304313	150.29
		PO-304630	3,752.34
162026	PEARSON EDUCATION	PO-302886	1,729.13
		PO-302926	306.78
		PO-303831	159.99
		PO-304524	256.92
162027	RADIO SHACK	PO-300508	21.74
162028	RINCON TRUCK PARTS	PO-303688	5,403.91
162029	SELECT EQUIPMENT SALES INC	PO-303021	2,069.77
162030	SIMPLEX GRINNELL LP	PO-304017	2,652.00
162031	SMARDAN SUPPLY COMPANY	PO-304029	1,515.11
162032	SMART & FINAL	PO-301521	46.64
		PO-301942	99.52
		PO-302302	55.11
		PO-302475	127.38
		PO-302702	329.03
		PO-303397	45.16
162033	SMART & FINAL	PO-300788	74.41
162034	SMOG EXPRESS	PO-301102	555.05
162035	SPICERS PAPER CO	PO-304385	9,506.92
162036	SPORTS FACILITIES GROUP INC	PO-304384	375.00
162037	STAPLES ADVANTAGE	PO-300562	564.08
		PO-300621	179.16
		PO-300663	160.06
		PO-300720	778.37
		PO-300793	121.71
		PO-300823	247.62
		PO-301184	688.68
		PO-301557	106.09
		PO-303474	222.21
		PO-304099	104.95
		PO-304266	72.93
		PO-304377	18.66
162038	TARGET SPECIALTY PROD	PO-304659	2,482.78
162039	THYSSENKRUPP ELEVATOR CORP	PO-300378	2,966.00
162040	TOXGUARD FLUID TECHNOLOGIES	PO-301100	498.40
162041	TRUCPAR CO	PO-301225	1,172.37

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Warrant Number	Name of Payee	Reference Number	Amount
162042	TUTTLE-CLICK FORD	PO-301224	336.06
		PO-303642	422.13
162043	VISTA PAINT CORP	PO-300497	60.49
162044	WAL MART COMMUNITY	PO-302409	91.18
162045	WAL MART COMMUNITY	PO-303677	216.38
162046	WATERLINES TECHNOLOGIES INC	PO-303027	7,950.24
162047	WESTERN GRAPHIX	PO-302402	223.94
162048	OFFICE DEPOT	PO-300048	596.82
		PO-303924	549.01
162049	STAPLES ADVANTAGE	PO-300047	2,142.31
162050	WAL MART COMMUNITY	PO-301523	44.73
		PO-301526	31.09
162051	WAL MART COMMUNITY	PO-301722	44.04
162052	STAPLES ADVANTAGE	PO-301187	150.67
162053	STAPLES ADVANTAGE	PO-304268	79.66
162054	STAPLES ADVANTAGE	PO-301186	132.96
162055	COACH AMERICA	PO-304908	3,801.20
162056	DISCOVERY SCIENCE CENTER	PO-304769	1,292.00
162057	OCMC	PO-304986	80.00
		PO-304987	80.00
		PO-304988	80.00
162058	COAST HILLS CHURCH	PV-014158	250.00
162059	CRAFT, JAMIE	PV-014157	5.00
162060	MCGRAW, LIZ	PV-014159	116.25
162061	LEWIS, RACHEL A	PV-014160	2,196.18
162062	UNION BANK OF CALIFORNIA	PO-301671	11,906.28
162063	CORVEL CORPORATION	PO-300682	175,881.80
162064	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	72,403.48
162065	TRAVIS SOFTWARE	PO-304874	990.00
162066	AT&T	PO-300468	65.60
162067	COX COMMUNICATIONS	PO-304476	39,160.02
162068	MAIER INTERNATIONAL INC	PO-304655	72,713.72
162069	MOBILE LIFT GATE SERVICE	PO-300977	502.83
162070	NATIONAL CONTROLS INC	PO-300293	448.95
162071	ORANGE CTY PUMP CO	PO-304634	3,615.14
		PO-305070	1,278.45
162072	PAC TYPEWRITER & COMM	PO-300500	378.44
162073	PARKHOUSE TIRE INC.	PO-303644	602.63
162074	PEPPER-LOS ANGELES, J W	PO-302717	1,412.91
162075	PRAXAIR	PO-301487	32.20
162076	PRECISION SPEEDOMETER SR	PO-300701	538.38
162077	PRIORITY MAILING SYSTEMS	PO-300260	304.50
162078	PRUDENTIAL OVERALL SUP	PO-301004	246.42
162079	PSYCHOLOGICAL ASSESSMENT RES	PO-302990	486.00
162080	QUALITY TOWING	PO-301105	137.00

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Warrant Number	Name of Payee	Reference Number	Amount
162081	SCHOLASTIC EDUCATION	PO-304070	11,761.31
162082	SCHOLASTIC INC	PO-303567	8,568.96
		PO-304201	700.00
162083	SCHOLASTIC INC	PO-302115	3,042.30
		PO-302921	2,466.16
162084	SCHOLASTIC INC	PO-303637	9,494.44
162085	SIMPLEX GRINNELL LP	PO-304017	3,073.00
162086	SOUTH COAST ANSWERING SERVICE	PO-300477	136.51
162087	SUPPLY LINE BUILDING MATERIALS	PO-300483	51.50
162088	TIFCO INDUSTRIES	PO-301221	1,384.18
162089	BOWIE ARNESON WILES &	PO-302720	378.50
162090	GEORGE COOPER RUDOLPH ATTORNEY	PO-303624	3,306.50
162091	SAN DIEGO GAS & ELECTRIC	PO-300464	50,675.76
162092	SANTA MARGARITA WATER	PO-300463	531.30
162093	SO CAL GAS CO	PO-300274	7,255.09
162094	SOUTHERN CALIFORNIA EDISON	PO-301282	91,694.76
162095	BOWIE ARNESON WILES &	PO-301875	2,192.50
162096	A Z BUS SALES INC	PO-300963	421.79
162097	AMERICAN ALLIANCE FOR	PO-304181	917.40
162098	APPERSON	PO-304601	37.93
162099	BOYCE INDUSTRIES	PO-300964	1,008.80
162100	C D T INC.	PO-301908	1,605.00
162101	CAMCOR INC	PO-304218	558.86
162102	CINTAS	PO-300681	98.50
162103	CINTAS CORP	PO-300320	888.59
		PO-301205	67.74
162104	CONCEPTS SCHOOL & OFFICE	PO-304482	1,257.15
162105	DICK'S SPORTING GOODS	PO-302640	1,679.58
162106	FACTORY MOTOR PARTS	PO-300969	484.28
162107	FREEWAY AUTO SUPPLY & MACHINE	PO-302059	176.46
162108	GANAHL LUMBER	PO-300315	645.07
162109	GUNTHER'S ATHLETIC SERV	PO-303578	3,626.00
		PO-303579	11,841.00
162110	HIRSCH PIPE & SUPPLY	PO-304038	766.64
162111	IMAGE 2000	PO-304351	345.08
		PO-304463	656.95
162112	INTERSTATE BATTERIES	PO-300975	1,103.25
162113	JOHN DEERE LANDSCAPES	PO-300451	276.54
		PO-304037	3,069.26
162114	LOS ANGELES FREIGHTLINER	PO-301057	121.63-
		PO-302857	14,761.82
162115	ENTERPRISE FLEET SERVICES	PO-300968	1,184.66
162116	JFK TRANSPORTATION CO INC	PV-014194	1,063.50
162117	SOUTHERN CALIFORNIA GRAY LINE	PV-014195	7,472.73
162118	Capistrano Connections Academy	PV-014197	33,383.43

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Warrant Number	Name of Payee	Reference Number	Amount
162119	OPPORTUNITY FOR LEARNING	PV-014198	3,311.09
162120	ALISO RANCH PHYS THERAPY	PO-305060	200.00
162121	CONSOLIDATED ELECTRICAL DIST	PO-304222	477.85
162122	EMPLOYMENT DEVELOPMENT DEPT	PV-014193	671,347.76
162123	US BANK CORP PAYMENT SYSTEM	PV-014196	1,462.02
		PV-014199	2,632.95
		PV-014200	9,609.04
		PV-014205	1,420.63
162124	US BANK CORP PAYMENT SYSTEM	PV-014199	248.19
		PV-014200	1,461.44
		PV-014205	691.98
162125	TANDUS FLOORING INC.	PO-304073	24,419.93
162126	CORVEL ENTERPRISE COMP INC	PO-300764	77,219.00
162127	US BANK CORP PAYMENT SYSTEM	PV-014205	446.25
162128	ART MASTERS INC	PO-301433	1,675.00
		PO-301493	1,844.00
		PO-301494	1,558.00
		PO-301915	4,836.00
162129	CAG	PV-014204	3,005.00
162130	CAMPCO	PO-301492	9,100.00
162131	CRARY, BRENDA	PO-301936	3,069.00
		PO-303771	900.00
162132	EAGLE SOFTWARE	PO-303759	400.00
162133	ORANGE CTY DEPT EDUC	PO-302448	16,500.00
162134	T DAVIS & ASSOCIATES INC	PO-300095	2,916.66
162135	ANDREWS, JULIE	PV-014201	681.10
162136	CAMPCO	PV-014202	1,782.20
162137	CRARY, BRENDA	PO-301936	231.00
162138	CAPO-LAGUNA BEACH ROP	PV-014233	33,861.74
162139	GILBERT & STEARNS INC	PO-304735	3,005.66
162140	PACIFIC PLUMBING COMPANY OF	PO-300383	668.56
		PO-303516	288.25
		PO-304405	2,897.37
		PO-304715	13,271.95
162141	SPRINT/NEXTEL COMMUNICATIONS	PV-014224	3,892.58
162142	CAPISTRANO UNIFIED SCHOOL DIST	CM-010113	8.54-
		PO-300172	66,682.95
162143	CARLOS GUZMAN INC	PO-305028	1,500.00
162144	CORVEL CORPORATION	PO-300174	19,826.38
162145	CITY OF SAN JUAN CAPISTRANO	PO-303026	1,526.07
162146	MOULTON NIGUEL WATER	PO-300465	1,504.21
162147	SAN DIEGO GAS & ELECTRIC	PO-300464	101,600.70
162148	SANTA MARGARITA WATER	PO-300463	1,679.52
162149	SLR CIVIL ENGINEERING INC	PO-304650	3,187.74
162150	SO CAL GAS CO	PO-300274	6,715.87

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Board of Trustees Meeting.....05/10/11

Warrant Number	Name of Payee	Reference Number	Amount
162151	ABATEC INC	PO-300356	9,315.00
162152	ACETEC SECURITY SYSTEMS	PO-300358	5,967.00
162153	ADVANTAGE RADIATOR	PO-300713	353.44
162154	AIR CONDITIONING CONTROL SYS	PO-300090	433.33
162155	ARAMARK	PO-300961	828.88
162156	ATG - DESIGNING MOBILITY INC	PO-304171	801.35
162157	BARRETT-ROBINSON INC	PO-300375	275.31
		PO-305034	1,653.82
162158	BETTER BUSINESS RECORDS	PO-300683	7.56
162159	BLAIRS TOWING	PO-304309	80.00
162160	BLAIRS TOWING	PO-302104	1,375.00
162161	BOYCE INDUSTRIES	PO-300964	193.60
162162	BRINKS INC.	PO-302632	142.81
162163	C D T INC.	PO-301908	527.50
162164	CAL-STATE AUTO PARTS INC	PO-300965	2,744.27
162165	CALIFORNIA WESTERN VISUALS	PO-304470	3,693.15
		PO-304575	607.91
		PO-304598	954.83
162166	CAMCOR INC	PO-304799	376.52
162167	CCS PRESENTATION SYSTEMS INC	PO-304587	1,696.50
162168	CDWG Inc	PO-300566	446.67
		PO-303116	59.24
		PO-304813	380.25
		PO-304953	199.32
162169	CHEVROLET OF IRVINE	PO-301231	659.61
162170	CINTAS	PO-300681	98.50
162171	CINTAS CORP	PO-300320	587.24
		PO-301205	203.22
162172	COMPLIANCE POSTER CO	PO-304262	2,943.91
162173	CRACK PATCHER INC	PO-305033	1,375.00
162174	DEMCO	PO-304621	66.15
162175	DEPT IND RELATION/SAFETY	PO-302655	900.00
162176	DICK BLICK WEST	PO-304196	1,147.31
		PO-304722	138.12
162177	DISCOUNT OFFICE SERVICES	PO-300567	67.61
		PO-301609	209.59
		PO-301828	59.76
162178	ECS IMAGING INC	PO-304516	4,023.25
162179	ENABLING DEVICES	PO-304708	231.95
162180	FEDERAL EXPRESS CORP	PO-300243	225.98
162181	THE CHILDRENS PROJECT	PO-304699	268.82
162182	BUDGETEXT CORP	PO-304701	473.25
162183	CAPISTRANO UNIFIED ED ASSN	PV-014225	60.00
162184	DELATORRE, VIVIAN	PV-014226	67.00
162185	FARLEY, JOSEPH M	PV-014227	41.30

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
162186	JAY, CAROLYN	PV-014229	10.00
162187	KOHL'S CREDIT/GIFT CARD DEPT	PV-014230	4,506.00
162188	MOSQUEDA, ALI	PV-014231	11.00
162189	SCOTT, CONNIE	PV-014232	42.07
162190	TRAN, ELVIN	PV-014234	20.00
162191	WEINTRAUB, MARSHALL	PV-014235	17.00
162192	MC GAFFEY, DIANA	PV-014228	65.00
162193	BEARCOM	PO-304656	1,561.60
		PO-304721	788.21
162194	FLEET SERVICE SPECIALIST LLC	PO-303646	3,932.77
162195	GANAHL LUMBER	PO-300315	161.81
		PO-304444	7,802.14
162196	HAWTHORNE EDUC SERV	PO-304840	209.00
162197	HEATING & COOLING SUPPLY	PO-305042	212.62
162198	HOBART SERVICE	PO-305044	469.99
162199	IMAGE 2000	PO-301855	586.91
162200	IPARADIGMS LLC	PO-304847	3,760.00
162201	IPC USA	PO-301228	29,971.76
162202	JANELLE PUBLICATIONS INC	PO-303243	218.90
162203	JOHNSTONE SUPPLY	PO-304910	9,994.04
162204	KELLY PAPER COMPANY ,	PO-300246	2,092.94
162205	LINGUI SYSTEMS INC	PO-304758	177.75
162206	ACOSTA, BRENDA	PV-014236	221.34
162207	AVILA, THERESE	PV-014237	131.07
162208	BENE, CHERI	PV-014238	156.57
162209	BLAND, LISA	PV-014239	131.58
162210	BUCKMAN, JENNIFER	PV-014240	81.09
162211	CARTER, THOMAS	PV-014241	16.32
162212	COX, LINDA	PV-014242	152.49
162213	DARLING, MARTY	PV-014243	392.70
162214	DYER, BLAIR	PV-014244	15.30
162215	EDEN, CRIS	PV-014245	56.10
162216	ELKINS, KAREN	PV-014246	207.57
162217	EXWORTHY, MARK	PV-014247	397.80
162218	FERNANDEZ, IRMA	PV-014248	32.13
162219	HANAFORD, LAURA	PV-014250	14.28
162220	HARMAN, NANCY	PV-014251	204.51
162221	HAYES, NATALIE	PV-014252	8.16
162222	KELLMAN, KATHLEEN	PV-014253	136.17
162223	MARTINEZ, GUADALUPE	PV-014254	41.31
162224	MATIENZO, NINA RIE	PV-014255	138.72
162225	PEREZ, VIRGINIA	PV-014256	46.92
162226	RAFF, DEIDRE	PV-014257	198.39
162227	ROBINSON, KATIE	PV-014258	194.26
162228	ROCHE, ANN	PV-014259	223.38

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Board of Trustees Meeting.....05/10/11

Warrant Number	Name of Payee	Reference Number	Amount
162229	ROGERS, MALISSA	PV-014260	19.89
162230	SHAH, RANA	PV-014262	4.08
162231	STRICKLAND, GERRY	PV-014263	133.11
162232	TABARI, LISA SEYEDI	PV-014264	147.39
162233	THOMAS, JANICE	PV-014265	122.40
162234	VERDUGO, ANNIE	PV-014266	77.52
162235	WEINELL, CAROL	PV-014267	77.01
162236	WEIS-DAUGHERTY, DENISE	PV-014268	128.01
162237	WORKMAN, KEN	PV-014269	30.60
162238	EDEN, CRIS	PV-014245	147.39
162239	GAST, LUCIBEL	PV-014249	25.50
162240	SANDERS, LORNA L	PV-014261	35.70
162241	AT&T-CALNET2	PO-300273	4,452.96
		PO-304924	21,231.93
162242	MCGRAW-HILL	PO-301073	4,701.53
162243	MCGRAW-HILL COMPANIES	PO-300031	1,796.43
162244	PAC TYPEWRITER & COMM	PO-300500	860.00
162245	PACIFIC GO NATURAL GAS	PO-305017	7,862.24
162246	PARKHOUSE TIRE INC.	PO-303644	2,971.36
162247	PEARSON	PO-302690	4,515.75
		PO-303676	3,038.95
162248	SAFETY KLEEN CORP	PO-300794	169.93
162249	SIMPLEX GRINNELL LP	PO-303875	1,808.73
		PO-304017	10,490.00
162250	SMART & FINAL	PO-301942	109.28
		PO-302702	112.60
162251	SMART & FINAL	PO-300788	74.88
		PO-303580	120.99
162252	SO COAST AIR QULTY MGMT	PO-301218	804.42
162253	STAPLES ADVANTAGE	CM-010114	4.27-
		PO-300621	17.39
		PO-300663	155.88
		PO-300720	817.46
		PO-300735	47.82
		PO-300793	206.75
		PO-300823	145.97
		PO-301553	485.27
		PO-301557	152.76
		PO-303927	121.92
		PO-304099	23.75
		PO-304581	59.95
162254	UNITED RENTALS	PO-300457	158.91
162255	VORTEX	PO-301109	399.95
162256	STAPLES ADVANTAGE	PO-304159	433.37
		PO-304574	408.23

Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....05/10/11

Warrant Number	Name of Payee	Reference Number	Amount
162257	STAPLES ADVANTAGE	PO-301185	148.65
162258	STAPLES ADVANTAGE	PO-301186	34.77
162259	ALPHA VISTA SERVICES INC	PO-301925	12,848.00
162260	ALPINE ACADEMY	PO-301355	3,680.00
		PO-301356	3,520.00
162261	AUTISM BEHAVIOR CONSULTANTS	PO-301966	6,123.50
162262	BLIND CHILDRENS LRNG CTR	PO-301629	3,823.00
		PO-303245	405.00
162263	CARES	PO-301967	1,155.65
162264	CHILEDA	PO-301128	3,044.28
162265	CINNAMON HILLS SCHOOL	PO-300413	3,105.00
		PO-300414	3,105.00
		PO-300417	3,105.00
		PO-304872	1,350.00
162266	CROMWELL, PATRICIA	PO-301501	525.00
162267	CSBA'S PRACTI-CAL	PO-302845	11,280.00
162268	DEVEREUX CLEO WALLACE	PO-304359	2,750.00
162269	DEVEREUX TEXAS TREATMENT	PO-300828	5,037.60
162270	EDUCATIONAL BASED SERVICES	PO-301944	5,600.00
162271	FAMILY LIFE CENTER BODEGA	PO-300832	4,069.85
		PO-302436	4,069.85
		PO-304531	4,069.85
162272	FARRELL, MIN KIM AND DONALD	PO-302438	3,600.00
162273	HEAR NOW ABRAMSON AUDIOLOGY	PO-301926	4,993.76
162274	LEVIN, DR EUGENE	PO-301496	85.00
162275	MENDE PSY.D, SYLVIA	PO-301931	2,925.20
162276	MOCZULSKI, MELISSA	PO-304880	3,110.00
162277	OCEANVIEW SCHOOL	PO-300418	5,476.00
		PO-301962	5,476.00
		PO-303954	4,456.00
		PO-304132	5,176.00
		PO-304134	5,052.00
		PO-304530	2,456.00
		PO-304831	2,756.00
162278	ORANGE COUNTY THERAPY SERVICE	PO-301887	22,880.00
162279	ORANGE CTY TESTING SERV	PO-300889	100.00
162280	PARADIGM HEALTH CARE SERVICES	PO-301312	3,815.11
162281	PRESLEY, EDWARD AND/OR DONNA	PO-300423	546.89
162282	PYRAMID AUTISM CENTER	PO-300827	4,275.00
162283	RAINBOW CONNECTION	PO-300861	412.00
162284	RAINS, SANDY AND MAYNARD	PO-304415	525.14
162285	RANGEL-FRIEDMAN, DEBORAH	PO-301359	443.90
162286	RED ROCK CANYON SCHOOL	PO-300833	2,875.00
		PO-304830	1,500.00
162287	SUMMIT SPEECH PATHOLOGY SV INC	PO-302545	14,352.00

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Board of Trustees Warrant Listing
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Board of Trustees Meeting.....05/10/11

Warrant Number	Name of Payee	Reference Number	Amount
162288	TERI INC	PO-304129	4,230.18
162289	THERAPEUTIC EDUCATION CENTER	PO-301630	7,590.00
		PO-301631	3,600.00
		PO-304130	2,925.00
162290	WEST SHIELD ADOLESCENT	PO-301933	8,752.29
162291	APPLE COMPUTER INC	PO-303826	85.92
162292	CUSD REVOLVING CASH	CM-010116	0.52-
		CM-010117	0.56-
		CM-010118	0.62-
		PV-014270	2,475.07
162293	DELL FINANCIAL SERVICES	PO-301815	1,365.81
162294	DELL MARKETING L P	PO-304093	290.55
		PO-304495	290.55
162295	CUSD REVOLVING CASH	PV-014270	12,000.00
162296	CB RANCH ENTERPRISES	PO-304858	435.00
162297	ENTERPRISE FLEET SERVICES	PO-300968	2,052.66
162298	JFK TRANSPORTATION CO INC	PV-014271	250.00
162299	SADDLEBACK LANES	PO-304984	735.00
162300	STARR RANCH SANCTUARY	PO-304395	1,664.00
162301	Capistrano Connections Academy	PV-014272	2,549.00
162302	OPPORTUNITY FOR LEARNING	PV-014273	982.00
162303	CITY OF SAN CLEMENTE	PO-300466	12,775.28
162304	PJHM ARCHITECTS SOUTHWEST INC	PO-305095	650.00
162305	SAN DIEGO GAS & ELECTRIC	PO-300464	33,341.38
162306	SANTA MARGARITA WATER	PO-300463	837.16
162307	SO CAL GAS CO	PO-300274	2,159.59
162308	SOLAG / CR&R	PO-300275	28,179.17
162309	DOLINKA GROUP LLC	PO-300511	7,350.00
162310	CONNECTICUT GEN LIFE INS CO	PO-300173	14,038.42
162311	CONNECTICUT GENERAL LIFE	PO-300170	33,851.77
162312	METROPOLITAN EMPLOYEES	PO-300163	3,659,455.09
		PO-300171	21,774.91
162313	RELIANCE STANDARD LIFE INS CO	PO-300169	13,852.38
162314	UNUM LIFE INSURANCE	PO-300166	9,521.28
162315	CARLOS GUZMAN INC	PO-305078	1,500.00
162316	BADEN SPORTS INC	PO-304693	116.80
162317	CALIFORNIA WESTERN VISUALS	PO-304275	424.13
		PO-304810	607.91
162318	CINTAS	PO-300681	98.50
162319	COMMUNICATIONS USA	PO-304657	176.18
		PO-304720	706.88
		PO-304786	2,283.75
162320	DANBRU WIRE & CABLE INC	PO-300327	4,197.92
		PO-304654	90.52
162321	DAY WIRELESS SYSTEMS{20}	PO-304545	756.56

Board of Trustees Warrant Listing
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Board of Trustees Meeting.....05/10/11

Warrant Number	Name of Payee	Reference Number	Amount
162322	DICK BLICK WEST	PO-304800	338.07
162323	EVERYTHING MEDICAL	PO-304738	266.52
162324	FACTORY MOTOR PARTS	PO-300969	1,508.23
162325	FLINN SCIENTIFIC INC	PO-304667	50.72
162326	FREEWAY AUTO SUPPLY & MACHINE	PO-302059	65.33
162327	GOPHER ATHLETIC/SPORTS	PO-302006	
		PO-304265	392.18
		PO-304613	358.86
		PO-304692	258.52
162328	GOV CONNECTION INC	PO-304804	123.54
		PO-304807	154.43
162329	GRAPHIC SYSTEMS	PO-300255	326.89
162330	GUNTHER'S ATHLETIC SERV	PO-303578	3,725.25
		PO-303579	13,088.91
162331	HAAN CRAFTS	PO-300852	241.25
162332	HITT MARKING DEVICE	PO-304967	35.26
162333	JOHNSTONE SUPPLY	PO-304035	63.08
		PO-304910	5,686.67
162334	LANDSCAPE DESIGNS EXOTIC &	PO-304660	5,400.00
162335	LAWNMOWERS ETC	PO-303925	3,484.33
162336	LESLIES SWIMMING POOL SUPPLY	PO-300292	109.09
162337	LOS ANGELES FREIGHTLINER	PO-302857	14,761.68
162338	MCGRAW-HILL COMPANIES	PO-304870	1,436.50
162339	MOBILE COMM REPAIR INC	PO-301054	618.70
162340	OC DIESEL	PO-303643	759.25
162341	OFFICE DEPOT	PO-300715	37.66
		PO-300717	219.06
		PO-301689	44.74
		PO-302487	0.64-
		PO-303484	9.95-
		PO-304592	3,130.67
162342	ONE STOP BINDERY	PO-304782	25.00
162343	ORANGE COUNTY PROBATION DEPT	PO-300450	2,800.00
162344	ORANGE CTY TANK TESTING	PO-300993	3,835.00
162345	OVER NIGHT NUMBERING	PO-300263	107.00
162346	PACWEST AIR FILTER	PO-304464	7,321.45
162347	PRAXAIR	PO-300502	759.00
162348	QUALITY TOWING	PO-301105	130.00
162349	R&S OVERHEAD DOORS	PO-305118	345.75
162350	RINCON TRUCK PARTS	PO-303688	1,461.63
162351	SAFETY KLEEN CORP	PO-300794	659.86
		PO-300795	363.19
162352	SMART & FINAL	PO-302135	16.68
		PO-302702	37.78
162353	SMOG EXPRESS	PO-301102	590.55

Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....05/10/11

Warrant Number	Name of Payee	Reference Number	Amount
162354	SPARKLETTS	PO-304855	85.68
162355	SPORTS FACILITIES GROUP INC	PO-304384	375.00
162356	STAPLES ADVANTAGE	PO-300158	16.07
		PO-300548	21.64
		PO-300562	173.83
		PO-300619	219.45
		PO-300663	98.47
		PO-300720	561.07
		PO-301184	22.67
		PO-301553	129.65
		PO-301558	54.66
		PO-302760	216.54
		PO-304963	98.93
162357	SUPPLY LINE BUILDING MATERIALS	PO-300483	9.02
162358	TOXGUARD FLUID TECHNOLOGIES	PO-301100	624.31
162359	TRUCPAR CO	PO-301225	1,155.39
162360	TUTTLE-CLICK FORD	PO-301224	116.57
		PO-303642	251.99
162361	UNITED TRANSMISSION EXCHANGE	PO-301223	1,952.06
162362	WATERLINES TECHNOLOGIES INC	PO-305104	879.16
162363	WESTERN ILLUMIN PLASTIC	PO-300496	216.96
162364	WESTERN PACIFIC PUMP SALES	PO-300460	2,278.00
162365	PCI ECUCATIONAL PUB	PO-303276	6,592.16
162366	SMART & FINAL	PO-300191	1,235.55
162367	STAPLES ADVANTAGE	PO-301187	56.50
162368	STAPLES ADVANTAGE	PO-301185	322.37
162369	JFK TRANSPORTATION CO INC	PV-014284	925.00
162370	SADDLEBACK VLY SCH DIST	PO-304391	1,170.00
		PO-304392	780.00
		PO-304483	1,365.00
162371	SOUTHERN CALIFORNIA GRAY LINE	PV-014283	658.75
162372	Capistrano Connections Academy	PV-014285	2,927.28
		PV-014287	206,628.50
162373	OPPORTUNITY FOR LEARNING	PV-014286	1,088.92
		PV-014288	28,805.60
162374	ACSA/FOUNDATION FOR EDUC	PO-304957	1,125.00
162375	APPLE COMPUTER INC	PO-303817	85.92
		PO-303824	2,771.68
		PO-303893	1,408.08
		PO-304106	2,903.15
162376	ATKINSON ANDELSON LOYA	PO-302542	4,412.55
162377	CABE	PO-304518	1,905.00
162378	DANNIS WOLIVER KELLEY	PO-301302	1,188.25
		PO-301304	25,409.23
		PO-304335	7,151.76

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Warrant Number	Name of Payee	Reference Number	Amount
162379	HARBOTTLE LAW GROUP	PO-301305	6,339.50
162380	ORANGE COUNTY DEPT OF EDUCATIO	PO-303683	125.00
162381	PYSZ, DANEEN	PO-303716	854.00
162382	YMCA OF ORANGE COUNTY	PO-301435	9,286.16
871 Warrants			\$9,737,230.45

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**Capistrano Unified School District
Bids/RFP-Qs/Piggyback Bids**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 0708-21 Grocery Products	5/12/2008
A&R Wholesale Distributors, Inc.	Bid No. 0708-24 Snack and Beverage Products	5/12/2008
Achieve! Data Solutions, LLC	RFP No. 7-0708 Instructional Student Assessment Data Management System	2/11/2008
American Logistics Co., LLC	Bid No. 0607-06 Outsource Transportation Services	9/11/2006
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-03-40-0291K, Cisco Products	5/11/2010
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) Cisco Networking Communications and Maintenance	11/9/2010
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No. 1011-10, Roofing Repairs and Maintenance	3/8/2011
ASR Food Distributors, Inc.	Bid No. 0910-01 Produce	6/8/2009
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
B&H Photo Video Pro-Audio	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Ben's Asphalt, Inc.	Bid No. 1011-01 Asphalt Paving, Sealcoating and Repair	6/15/2010
Bergman & Dacey, Inc.	RFQ No. 10-0809 General Legal Services	12/15/2009
Berkeley Street Beverage Company	Bid No. 0708-23 Frozen Beverage Service	6/16/2008
Best Best & Kreiger	RFQ No. 10-0809 General Legal Services	12/15/2009
Blue Bird Corporation	Waterford USD School Bus Bid	12/11/2006
Bowie, Arneson, Wiles, and	RFQ No. 10-0809 General Legal Services	12/15/2009
California Western Visuals, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Camcor, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
CCS Presentation Systems, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
CDWG	Western State Contracting Alliance (WSCA) Cisco Networking Communications and Maintenance	11/9/2010
Certified Transportation Services,	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Commercial Fence & Iron Works, Inc.	Bid No. 0708-04 Fencing Materials, Repair, and Installation	6/25/2007
Concepts School and Office Furnishings	Newport-Mesa USD Bid No. 106-10, School and Office Furniture	8/10/2010
Consulting & Inspection Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
Culver-Newlin, Inc.	Newport-Mesa USD Bid No. 106-10, School and Office Furniture	8/10/2010
D&D Security Resources, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Dannis Woliver Kelley (DWK)	RFQ No. 10-0809 General Legal Services	12/15/2009
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
De La Rosa & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
Edenco, Inc.	RFQ/P No. 2-1011, Construction Manager/District Representative	9/28/2010

**Capistrano Unified School District
Bids/RFP-Qs/Piggyback Bids**

A&R Wholesale Distributors, Inc.	Bid No. 0708-21 Grocery Products	5/12/2008
ePoly Star, Inc.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
Fusionstorm	Californai Multiple Award Schedule Contract No. 3-10-70-2039d, Cisco Auto Distribution, Internet Encryption and Firewall, LanWan Wireless Network, Network Component	10/12/2010
Gilbert & Stearns, Inc.	Bid No. 1011-02 Electrical Service	6/29/2010
Gold Star Foods	Bid No. 1011-05 Frozen Food Products	3/10/2008
Gold Star Foods	Bid No. 0708-21 Grocery Products	5/12/2008
Grainger Industrial Supply	Western States Contracting Alliance Bid No. 7066 - Industrial Supplies & Equipment, Lighting Products, Janitorial Supplies and Equipment	5/11/2010
Harbottle Law Group	RFQ No. 10-0809 General Legal Services	12/15/2009
Harris Realty Appraisal	RFQ No. 2-0809 Appraisal Services	5/11/2009
HMC Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Hollandia Dairy	Bid No. 1011-08 Milk and Dairy Products	3/8/2011
Horizons Construction Co, International, Inc	Bid No 1011-09, SJHHS 30 Meter Pool/Support Buildings	3/8/2011
Hot Dogger Tours, Inc. dba Gold Coast Tours	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
IPC (USA), Inc.	Multi-District Cooperative Bid No. 114-10, Fuel (Gasoline and Diesel)	7/13/2010
JFK Transportation, Co., Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Johnstone Supply, Inc.	County of Orange Bid No. EFZ0000087, Air Conditioning, Refrigeration Equipment, Parts and Supplies	4/13/2010
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
Law Office of Caroline Zuk	RFQ No. 10-0809 General Legal Services	12/15/2009
LPA, Inc.	RFP No. 2-0506 Architectural Services	10/16/2006
Luce Forward	RFQ No. 10-0809 General Legal Services	12/15/2009
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Network Hardware Resale, Inc.	U.S. General Services Administration Contract No. GS-35F-0717R, Pre-Owned and Refurbished Cisco Systems Networking Equipment	11/9/2010
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007
NvLS Professional Services, LLC	RFQ No. 1-0910 E-Rate Consultant	6/22/2009
Office Depot	Santa Ana USD Bid No. 12-08, Purchase of Instructional Supplies	7/21/2008
Orbach, Huff & Suarez LLP	RFQ No. 10-0809 General Legal Services	12/15/2009
P&R Paper Supply Co.	Bid No. 0809-11 Paper and Plastic Products for Food and Nutrition Services	6/8/2009
P&R Paper Supply Co.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
Pacific MH Construction, Inc.	Bid No. 0708-07 Movement of Relocatable Buildings	6/25/2007
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 0708-06 Plumbing Service	6/25/2007
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Piper Jaffrey & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
PJ of Orange County One, LP dba Papa John's Pizza	Bid No. 0809-03 Pizza Service	8/11/2008
PJHM Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Prime Painting Contractors, Inc.	Bid No. 0708-11 Painting	6/25/2007
Quint & Thimmig LLP	RFQ No. 10-0809 General Legal Services	12/15/2009

**Capistrano Unified School District
Bids/RFP-Qs/Piggyback Bids**

A&R Wholesale Distributors, Inc.	Bid No. 0708-21 Grocery Products	5/12/2008
Refrigeration Supplies Distributors dba RSD	County of Orange Bid No. EFZ0000087, Air Conditioning, Refrigeration Equipment, Parts and Supplies	4/13/2010
Roadways International, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
School Specialty, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
SchoolsFirst Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
Silver Creek Industries, Inc.	San Gabriel USD Bid No. 16-04/05, Purchase, Installation and Transfer of DSA Approved Classroom Buildings	4/13/2010
SimplexGrinnell LP	General Services Administration (GSA) Contract No. GS-07F-0396M, Fire and Security Alarm and Signal Systems for Life Cycle Support Providing Design, Coding, Intergration, Testing, Deploying, Repair, Maintenance, Ancillary Services-Labor; Fire Extinguishing and Supressing Products	12/7/2010
Solag/CR&R, Inc.	Bid No. 0607-05 Service to Collect, Recycle & Dispose of Solid Waste Districtwide	7/11/2006
Southern California Gray Line	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Southwest School Supply	Santa Ana USD Bid No. 12-08, Purchase of Instructional Supplies	7/21/2008
Southwest School Supply	Placentia-Yorba Linda USD Bid No. 209-4, Purchase of Instructional and Office Supplies	1/12/2009
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	9/14/2010
Stone & Youngberg, LLC	RFQ No. 5-0910 Underwriter Services	12/15/2009
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009
Stutz, Artiano, Shinoff and Holtz	RFQ No. 10-0809 General Legal Services	12/15/2009
Sysco Food Services of L.A.	Bid No. 0708-21 Grocery Products	5/12/2008
Tandus Flooring, Inc.	Bid No. 0708-05 Flooring Materials and Installation	6/25/2007
Transportation Charter Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Troxell Communications, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Twining, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Valiant IMC	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Waterline Technologies, Inc.	Los Angeles USD Bid No. IFB C-1030, Purchase of Swimming Pool Chemicals	3/9/2010
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Western States Contracting Alliance (WSCA) Bid No. 7-09-79-02 - Janitorial Supplies	9/14/2010
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
West-Lite Supply Co., Inc.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
WLC Architects, Inc.	RFQ No. 3-0708 Architectural Services for Districtwide Facilities Master Plan	2/25/2008
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox	6/15/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, California

***CONTRACT FOR EMPLOYMENT OF DEPUTY SUPERINTENDENT,
BUSINESS AND SUPPORT SERVICES***

This contract is made and entered into May 9, 2011, by and between the Board of Trustees of Capistrano Unified School District in the County of Orange, State of California and Ronald N. Lebs, Deputy Superintendent, Business and Support Services.

ITEM #1 – TERM

The District hereby employs Lebs as its Deputy Superintendent, Business and Support Services for three (3) years, commencing on July 1, 2011, and extending through and including June 30, 2014, subject to the terms and conditions herein set forth.

ITEM #2 – SALARY

The salary of the Deputy Superintendent, Business and Support Services, shall be One Hundred Seventy-Five Thousand Dollars (\$175,000) per year, payable in equal monthly payments for the length of this contract beginning on July 1, 2011, and continuing for the remainder of this contract term.

ITEM #3 – ADJUSTMENT OF SALARY AND BENEFITS

The Deputy Superintendent, Business and Support Services, shall receive all incentives and benefits available to other members of the District's certificated management team while serving in this assignment. The base salary shall be adjusted to reflect any cost-of-living increases or decreases given to other members of the Capistrano Unified Management Association (CUMA).

ITEM #4 – FRINGE BENEFITS

The Deputy Superintendent, Business and Support Services, shall be entitled to receive at least all fringe benefits of employment that are granted to other certificated and classified employees, including, but not limited to, health and welfare and retiree benefits. In the event that Lebs is continuously employed by the District until the date of his 55th birthday and thereafter

elects to retire from the STRS or PERS, he will be considered fully vested and provided the same District paid benefits through age 65 as available to other retirees with twenty (20) years of consecutive service in CUSD. For the same period of time, Lebs may provide health and welfare benefits for his eligible dependents by paying the full cost of the District's annual premium for such dependents. Said employee shall be eligible to participate in any early retirement incentive programs offered by the District during the term of this contract.

ITEM #5 – PROFESSIONAL ASSOCIATION DUES/PROFESSIONAL GROWTH

The Board of Trustees requires that the Deputy Superintendent, Business and Support Services, be a member of the California Association of School Business Officials (CASBO) and, shall pay the annual membership dues assessed. It is understood that participation in professional associations may require that the Deputy Superintendent attend regional and state meetings from time to time in his capacity as a member of such organizations. The Deputy Superintendent may attend a reasonable amount of meetings, as approved by the Superintendent, within the context of his required workdays in as much as it doesn't interfere with the duties of his position.

The Deputy Superintendent shall also be permitted to attend professional growth opportunities as approved by the Superintendent to enhance performance.

ITEM #6 – STIPENDS

Transportation Stipend - The Deputy Superintendent, Business and Support Services, shall be entitled to receive a monthly transportation allowance in the amount of \$300 per month. The Deputy Superintendent, Business and Support Services, shall not be required, as a condition of receiving the monthly transportation allowance, to account for expenses which are incurred for transportation in conducting the duties of the position. The employee shall not be entitled to mileage reimbursement for mileage expenses incurred in the regular scope of his duties.

Cell Phone Stipend - The Deputy Superintendent, Business and Support Services, shall be entitled to receive a monthly cell phone allowance for business use of his personal cell phone in the amount of \$60 per month (\$720/year) which is equivalent to the amount of the "Standard + High Usage" cell phone stipend paid to qualifying District employees. The Deputy Superintendent, Business and Support Services, shall not be required, as a condition of receiving the monthly cell phone allowance, to account for expenses which are incurred for cell phone use

in conducting the duties of the position. The employee shall not be entitled to cell phone reimbursement for cell phone expenses incurred in the regular scope of his duties.

ITEM #7 – WORK YEAR, VACATION AND SICK LEAVE

The Deputy Superintendent, Business and Support Services, shall be considered a 12-month employee and entitled to 24 working days of vacation and such holidays as are provided to classified employees of the District. Deputy Superintendent, Business and Support Services' work year shall be 224 days. Sick leave days shall be accrued at the rate of 12 days per year (one day of sick leave for each month of service rendered). Accrued, but unused, sick days shall be carried forward from year to year and transferred as provided by California Education Code and Board Policy.

It is expressly understood that the Deputy Superintendent will take a minimum of fifteen (15) days vacation within the year in which it is earned unless an extension is explicitly granted in writing by the Superintendent. In the event of termination of his employment, the Deputy Superintendent shall be entitled to compensation for up to 44 days unused vacation at the current per diem salary rate, which shall be calculated on the basis of the Deputy Superintendent's annual salary divided by 224. In the event the Deputy Superintendent, Business and Support Services, has more than 44 days of unused vacation remaining, he shall take vacation to the actual date of termination in order to reduce the number of days owed by the Board, so that in no case shall payment be made for more than 44 days at the expiration or termination of this contract. He may also opt to participate in a District sponsored 401(a) program to convert any or all vacation upon separation.

ITEM #8 – POWERS AND DUTIES

The Deputy Superintendent, Business and Support Services, shall be directly responsible to the Superintendent of the Capistrano Unified School District and shall have such powers and duties which may be lawfully delegated and assigned by the Superintendent. The job description for the Deputy Superintendent, Business and Support Services, is hereby incorporated by reference.

ITEM #9 – SUBJECT TO LAW

This contract is subject to all applicable laws of the State of California and lawful rules and regulations of the California State Board of Education and the Governing Board of the District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this contract as though herein set forth, including but not limited to the provisions of Government Code §53260 and 53261 which provide that if an employment agreement is terminated, the maximum cash settlement that an employee may receive shall be in an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract, but not to exceed eighteen (18) months, plus health benefits which may be continued for the same duration of time as covered in the settlement pursuant to the 18-month time limit or until the employee finds other employment, whichever first occurs.

ITEM #10 – SENIOR MANAGEMENT DESIGNATION (EC 45100.5)

The position of Deputy Superintendent, Business & Support Services, shall be designated as Senior Management. Senior Management positions are part of classified service and shall be afforded all rights, benefits, and burdens of other classified employees, except that they shall be exempt from all provisions relating to obtaining permanent status. Notice of reassignment or dismissal from a Senior Management position shall be provided in accordance with the provisions of this Agreement and with Education Code §35031.

ITEM #11 – PERFORMANCE GOALS AND OBJECTIVES AND EVALUATION

The performance of the Deputy Superintendent, Business & Support Services, shall be annually evaluated in writing based upon the duties and responsibilities referenced in this agreement and other criteria as established by the Superintendent. The evaluation shall include written recommendations as to areas of improvement in all instances where the Superintendent deem it to be necessary and appropriate and shall provide an overall rating of levels of performance from excellent to unsatisfactory.

The Superintendent shall meet with the Deputy Superintendent, Business & Support Services, at the beginning of each school year to establish performance goals and objectives for the Deputy Superintendent for the year. Such goals and objectives approved by the Superintendent shall be reduced to writing and provided to the Deputy Superintendent. As stated above, the Deputy Superintendent's job performance shall be evaluated annually. The evaluation

shall be based upon goals and objectives established at the beginning of the year and related to the job description of Deputy Superintendent's position.

In the event that a performance evaluation is not conducted, the performance of the Deputy Superintendent shall be deemed as satisfactorily meeting the goals and objectives as well as the standards set forth in this agreement and the job description.

ITEM #12 – PROFESSIONAL ACTIVITIES

With prior approval of the Superintendent, the Deputy Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Said outside professional activities may be performed for consideration provided they do not interfere with or conflict with the Deputy Superintendent's performance of his duties under this Agreement.

If the Deputy Superintendent receives compensation for such speaking engagements, he must use vacation leave to perform outside activities. In no case will the District be responsible for any expenses attendant to the performance of such outside activities.

ITEM #13 – REIMBURSEMENT OF BUSINESS EXPENSES

The District shall reimburse the Deputy Superintendent for all reasonable business expenses incurred in connection with District business. Each such expenditure shall be reimbursable only if the Deputy Superintendent furnishes to the District adequate records and other documentary evidence required by federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of each such expenditure. Such expenses include, but are not limited to:

- Attendance of approved regional, state or national conference, workshops or seminars.
- Hearings or meetings which are of benefit to the District.
- Transportation (other than personal automobile) outside the District.

ITEM #14 – CHANGE OR TERMINATION

This employment contract may be changed or terminated by mutual consent of the parties; provided however, that the party seeking such change or termination shall give not less than thirty (30) days written notice to the other party.

ITEM #15 – SIGNATURE OF CONTRACTING PARTIES

Dated this 9th day of May 2011

Capistrano Unified School District Board of Trustees

Date: _____

Jack Brick, President

This agreement constitutes the entire and full agreement between the parties, and shall replace all existing agreements of the effective date hereof.

ACCEPTED: I hereby accept the above offer of employment and agree to comply with the terms and conditions thereof and to fulfill all of the duties of the Deputy Superintendent, Business and Support Services, of the Capistrano Unified School District during the term specified in the foregoing Contract.

Date: _____

Ronald N. Lebs,
Deputy Superintendent, Business and Support Services

CALIFORNIA CODES
GOVERNMENT CODE

53262. (a) All contracts of employment with a superintendent, deputy superintendent, assistant superintendent, associate superintendent, community college president, community college vice president, community college deputy vice president, general manager, city manager, county administrator, or other similar chief administrative officer or chief executive officer of a local agency shall be ratified in an open session of the governing body which shall be reflected in the governing body's minutes.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2011 – 2012

DISTRICT MASTER CONTRACT GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES 2011-2012

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DISTRICT MASTER CONTRACT GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES 2011-2012

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2011-2012

CONTRACT NUMBER:
1A-30-140

LEA: CAPISTRANO UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Deborah Hebert, Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2011, between the Capistrano Unified School District (hereinafter referred to as "LEA") and Deborah Hebert (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all LEA policies unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply. The provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2011 to June 30, 2012 (Title 5 California Code of Regulations section 3062(a)). Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2012. (Title 5 California Code of Regulations section 3062(d)). Re-negotiation of rate schedule for related services for subsequent contract year are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2012.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments for education and services will continue at the prior contract year rate, and CONTRACTOR shall be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA until such time as the new Master Contract is signed and returned to LEA by CONTRACTOR. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

6. INDIVIDUAL SERVICES AGREEMENT

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)).

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and

federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

- e. The term “parent” means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.
- f. The term “days” means calendar days unless otherwise specified.
- g. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- h. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- i. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to:

Name: Special Education Director
District: Capistrano Unified School District
Address: 33122 Valle Rd
City, State Zip: San Juan Capistrano CA 92675
Phone: (949) 234-9270

Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b); cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through additional

instructional assistants, behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; 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; and bank statements and canceled checks or facsimile thereof.

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

10. **SEVERABILITY CLAUSE**

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

11. **SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees.

12. **VENUE AND GOVERNING LAW**

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract may be terminated for cause. The cause shall not be the availability of a public program initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall procure and maintain for the duration of the Master Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.

A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Professional Liability Insurance and Employer's Liability Insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000.
4. Workers' Compensation Insurance as required by the state in which services are performed with limits of 1,000,000/\$1,000,000/\$1,000,000. If CONTRACTOR fails to procure Workers' Compensation insurance, CONTRACTOR shall submit a sworn affidavit to LEA describing the reasons CONTRACTOR failed to obtain workers compensation insurance.

B. CONTRACTOR shall maintain limits of insurance no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
2. Automobile Liability: \$1,000,000 combined single limit.
3. Professional Liability/ errors and omissions coverages, including sexual molestation and abuse: \$1,000,000 per occurrence/ \$1,000,000 aggregate.
4. Workers' Compensation with limits as required by state in which services were performed.

For all insurance coverages procured by CONTRACTOR, the following terms apply:

- C.** Any deductibles or self-insured retentions above \$25,000 must be declared to and approved by the LEA in writing. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions as respects to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D.** The general liability, automobile liability policies, and professional liability policies are to contain, or be endorsed to contain, the following provisions:
1. The LEA, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the LEA, its subsidiaries, officials and employees.
 2. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party,

reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LEA.

- E. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA in writing.
- F. The CONTRACTOR shall furnish the LEA with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements meeting requirements of above conditions are to be received and approved by the LEA before work commences. As an alternative to the LEA's forms, the CONTRACTOR's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their

respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements effecting coverage required by Section 15 and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to 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 may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education

and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to the following educational materials, services, and programs to the extent available at the LEA School District in which CONTRACTOR is located: (a) standards-based, core curriculum and the same instructional materials used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult care giver during the delivery of services. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

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

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

24. **CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary to provide services to students with disabilities.

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

25. **CALENDARS**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP for each student. Unless otherwise specified by the students' IEP, educational services shall occur at the school site.

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA. It is understood that services may not be provided on weekends, holidays and other times when school is not in session.

26. DATA REPORTING

CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and sections of this contract and requested by and in the format required by the LEA.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

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

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

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

Where CONTRACTOR is a NPS, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS.

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE

responsibilities, transition services, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Records of such training shall be made available to LEA upon request. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled.

Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-up time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees

otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations and LEA policies and procedures regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. 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.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards pursuant to LEA policy and the requirements specified in the LEA Procedures. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business shall be submitted to the LEA and the LEA student's parent(s).

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. The CONTRACTOR shall provide sufficient copies of their reports, documents and projected goals necessary to share with members of the IEP team (5) five business days prior to IEP meeting. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours must be in direct service to the student.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive, and submit them on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA of the LEA student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If the LEA student's change of residence is to a residence 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 LEA student's change of residence, if CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit within five (5) days.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs with residential components shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to a Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in the Special Education Self Review and/or District Validation Review. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Assessment Checklist submitted as specified in the LEA.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a

request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing on forms provided by the LEA and CDE within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents as specified in LEA Procedures.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

In order to provide a smooth transition for the student, the CONTRACTOR will notify the LEA of any change in assignment of tutors and/or supervisors no less than fourteen (14) days prior to the change of assignment.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq., To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related

documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by section 56; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) or (f): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (g): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

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. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA students unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event of Provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

60. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor

notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules; liability and worker's 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; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

61. Rate Schedule.

The attached rate schedule (62) limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

62. Deborah Hebert
NONPUBLIC SCHOOL

1A-30-140
CONTRACTOR NUMBER

2011-2012
CONTRACT YEAR

Per CDE Certification, total enrollment may not exceed 75

Rate Schedule. This rate schedule limits the number of CUSD LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

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

Rate	Period
_____	_____
_____	_____

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation-Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech - Consultation Rate	_____	_____
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – School	\$85.00	per hour
	b. Occupational Therapy – Home/Hospital	\$120.00	per hour
	c. Occupational Therapy – Clinic	\$120.00	per hour
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy - Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____

- (9) a. Behavior Intervention – BII
 b. Behavior Intervention – BID
 Provided by: _____

(10) Nursing Services

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2011 and terminates at 5:00 P.M. on June 30, 2012, unless sooner terminated as provided herein.

CONTRACTOR,

Deborah Hebert
 Nonpublic School

Capistrano Unified School District

By:

By:

 Signature Date
 Deborah Hebert

 Date
 Ronald N. Lebs, Deputy Superintendent,
 Business & Support Services

 Name and Title of Authorized
 Representative

 Name and Title of Authorized
 Representative

Notices to CONTRACTOR shall be addressed to:

 Name
 Deborah Hebert

 Nonpublic School Provider

16 Breezy Meadows

 Address

 City State Zip
 Rancho Santa Margarita, Ca 92688

 Phone
 (949) 910-9946

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2011 – 2012

DISTRICT MASTER CONTRACT GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES 2011-2012

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2011-2012

CONTRACT NUMBER:

1A-30-074

LEA: CAPISTRANO UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Rainbow Connection

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2011, between the Capistrano Unified School District (hereinafter referred to as "LEA") and Rainbow Connection (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all LEA policies unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply. The provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2011 to June 30, 2012 (Title 5 California Code of Regulations section 3062(a)). Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2012. (Title 5 California Code of Regulations section 3062(d)). Re-negotiation of rate schedule for related services for subsequent contract year are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2012.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments for education and services will continue at the prior contract year rate, and CONTRACTOR shall be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA until such time as the new Master Contract is signed and returned to LEA by CONTRACTOR. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

6. INDIVIDUAL SERVICES AGREEMENT

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)).

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and

federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

- e. The term “parent” means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.
- f. The term “days” means calendar days unless otherwise specified.
- g. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- h. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- i. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to:

Name: Special Education Director
District: Capistrano Unified School District
Address: 33122 Valle Rd
City, State Zip: San Juan Capistrano CA 92675
Phone: (949) 234-9270

Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b); cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through additional

instructional assistants, behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; 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; and bank statements and canceled checks or facsimile thereof.

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

10. **SEVERABILITY CLAUSE**

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

11. **SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees.

12. **VENUE AND GOVERNING LAW**

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. **TERMINATION**

This Master Contract may be terminated for cause. The cause shall not be the availability of a public program initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. **INSURANCE**

CONTRACTOR shall procure and maintain for the duration of the Master Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.

A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Professional Liability Insurance and Employer's Liability Insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000.
4. Workers' Compensation Insurance as required by the state in which services are performed with limits of 1,000,000/\$1,000,000/\$1,000,000. If CONTRACTOR fails to procure Workers' Compensation insurance, CONTRACTOR shall submit a sworn affidavit to LEA describing the reasons CONTRACTOR failed to obtain workers compensation insurance.

B. CONTRACTOR shall maintain limits of insurance no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
2. Automobile Liability: \$1,000,000 combined single limit.
3. Professional Liability/ errors and omissions coverages, including sexual molestation and abuse: \$1,000,000 per occurrence/ \$1,000,000 aggregate.
4. Workers' Compensation with limits as required by state in which services were performed.

For all insurance coverages procured by CONTRACTOR, the following terms apply:

- C. Any deductibles or self-insured retentions above \$25,000 must be declared to and approved by the LEA in writing. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions as respects to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. The general liability, automobile liability policies, and professional liability policies are to contain, or be endorsed to contain, the following provisions:
1. The LEA, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the LEA, its subsidiaries, officials and employees.
 2. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party,

reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LEA.

- E. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA in writing.
- F. The CONTRACTOR shall furnish the LEA with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements meeting requirements of above conditions are to be received and approved by the LEA before work commences. As an alternative to the LEA's forms, the CONTRACTOR's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their

respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements effecting coverage required by Section 15 and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to 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 may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education

and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to the following educational materials, services, and programs to the extent available at the LEA School District in which CONTRACTOR is located: (a) standards-based, core curriculum and the same instructional materials used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult care giver during the delivery of services. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

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

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

24. **CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary to provide services to students with disabilities.

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

25. **CALENDARS**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP for each student. Unless otherwise specified by the students' IEP, educational services shall occur at the school site.

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA. It is understood that services may not be provided on weekends, holidays and other times when school is not in session.

26. DATA REPORTING

CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and sections of this contract and requested by and in the format required by the LEA.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

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

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

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

Where CONTRACTOR is a NPS, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS.

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE

responsibilities, transition services, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Records of such training shall be made available to LEA upon request. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled.

Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-up time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees

otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations and LEA policies and procedures regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. 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.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards pursuant to LEA policy and the requirements specified in the LEA Procedures. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business shall be submitted to the LEA and the LEA student's parent(s).

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. The CONTRACTOR shall provide sufficient copies of their reports, documents and projected goals necessary to share with members of the IEP team (5) five business days prior to IEP meeting. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours must be in direct service to the student.

37. **TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive, and submit them on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. **LEA STUDENT CHANGE OF RESIDENCE**

Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA of the LEA student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If the LEA student's change of residence is to a residence 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 LEA student's change of residence, if CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence.

39. **WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, to the LEA when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit within five (5) days.

40. **PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs with residential components shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to a Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in the Special Education Self Review and/or District Validation Review. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Assessment Checklist submitted as specified in the LEA.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a

request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing on forms provided by the LEA and CDE within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents as specified in LEA Procedures.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

In order to provide a smooth transition for the student, the CONTRACTOR will notify the LEA of any change in assignment of tutors and/or supervisors no less than fourteen (14) days prior to the change of assignment.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq., To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related

documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by section 56; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) or (f): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (g): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

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. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA students unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event of Provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

60. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor

notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules; liability and worker's 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; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

61. Rate Schedule.

The attached rate schedule (62) limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

62. Rainbow Connection
NONPUBLIC SCHOOL

1A-30-074
CONTRACTOR NUMBER

2011-2012
CONTRACT YEAR

Per CDE Certification, total enrollment may not exceed 10

Rate Schedule. This rate schedule limits the number of CUSD LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	_____	_____
Basic Education Program/Dual Enrollment	_____	_____

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation-Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	\$103.00	per hour
	b. Language and Speech Therapy – Individual	\$77.00	45 minutes
	c. Language and Speech Therapy – Individual	\$51.50	30 minutes
	d. Language and Speech Therapy – Evaluation	\$155.00- \$250.00	per evaluation
	e. IEP Attendance	\$103.00	60 minutes
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy - Consultation Rate	_____	_____

- (8) Physical Therapy
- (9) a. Behavior Intervention – BII
b. Behavior Intervention – BID
Provided by: _____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(10) Nursing Services

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2011 and terminates at 5:00 P.M. on June 30, 2012, unless sooner terminated as provided herein.

CONTRACTOR,

Rainbow Connection

Nonpublic School

By:

Capistrano Unified School District

By:

Signature Date
Lisa B. Hull Rae, MA CCC

Name and Title of Authorized Representative

Date
Ronald N. Lebs, Deputy Superintendent,
Business & Support Services

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name
Rainbow Connection

Nonpublic School Provider

22672 Lambert Street, Suite 607

Address

City State Zip
Lake Forest, Ca 92630

Phone
(949) 458-1113

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2011 – 2012

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2011-2012**

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**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2011-2012**

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2011-2012

CONTRACT NUMBER:
30-66621-7102924

LEA: CAPISTRANO UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Therapeutic Education Center-Canal Street

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2011, between the Capistrano Unified School District (hereinafter referred to as "LEA") and Therapeutic Education Center- Canal Street (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all LEA policies unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply. The provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2011 to June 30, 2012 (Title 5 California Code of Regulations section 3062(a)). Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2012. (Title 5 California Code of Regulations section 3062(d)). Re-negotiation of rate schedule for related services for subsequent contract year are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2012.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments for education and services will continue at the prior contract year rate, and CONTRACTOR shall be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA until such time as the new Master Contract is signed and returned to LEA by CONTRACTOR. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

6. INDIVIDUAL SERVICES AGREEMENT

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)).

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and

federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

- e. The term “parent” means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.
- f. The term “days” means calendar days unless otherwise specified.
- g. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- h. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- i. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to:

Name: Special Education Director
District: Capistrano Unified School District
Address: 33122 Valle Rd
City, State Zip: San Juan Capistrano CA 92675
Phone: (949) 234-9270

Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b); cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through additional

instructional assistants, behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; 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; and bank statements and canceled checks or facsimile thereof.

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

10. **SEVERABILITY CLAUSE**

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

11. **SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees.

12. **VENUE AND GOVERNING LAW**

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. **TERMINATION**

This Master Contract may be terminated for cause. The cause shall not be the availability of a public program initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. **INSURANCE**

CONTRACTOR shall procure and maintain for the duration of the Master Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.

A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Professional Liability Insurance and Employer's Liability Insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000.
4. Workers' Compensation Insurance as required by the state in which services are performed with limits of 1,000,000/\$1,000,000/\$1,000,000. If CONTRACTOR fails to procure Workers' Compensation insurance, CONTRACTOR shall submit a sworn affidavit to LEA describing the reasons CONTRACTOR failed to obtain workers compensation insurance.

B. CONTRACTOR shall maintain limits of insurance no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
2. Automobile Liability: \$1,000,000 combined single limit.
3. Professional Liability/ errors and omissions coverages, including sexual molestation and abuse: \$1,000,000 per occurrence/ \$1,000,000 aggregate.
4. Workers' Compensation with limits as required by state in which services were performed.

For all insurance coverages procured by CONTRACTOR, the following terms apply:

- C. Any deductibles or self-insured retentions above \$25,000 must be declared to and approved by the LEA in writing. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions as respects to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. The general liability, automobile liability policies, and professional liability policies are to contain, or be endorsed to contain, the following provisions:
1. The LEA, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the LEA, its subsidiaries, officials and employees.
 2. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party,

reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LEA.

- E. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA in writing.
- F. The CONTRACTOR shall furnish the LEA with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements meeting requirements of above conditions are to be received and approved by the LEA before work commences. As an alternative to the LEA's forms, the CONTRACTOR's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their

respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements effecting coverage required by Section 15 and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to 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 may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education

and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to the following educational materials, services, and programs to the extent available at the LEA School District in which CONTRACTOR is located: (a) standards-based, core curriculum and the same instructional materials used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult care giver during the delivery of services. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary to provide services to students with disabilities.

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

25. CALENDARS

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP for each student. Unless otherwise specified by the students' IEP, educational services shall occur at the school site.

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA. It is understood that services may not be provided on weekends, holidays and other times when school is not in session.

26. DATA REPORTING

CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and sections of this contract and requested by and in the format required by the LEA.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

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

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

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

Where CONTRACTOR is a NPS, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS.

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE

responsibilities, transition services, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Records of such training shall be made available to LEA upon request. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled.

Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-up time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees

otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations and LEA policies and procedures regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. 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.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards pursuant to LEA policy and the requirements specified in the LEA Procedures. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business shall be submitted to the LEA and the LEA student's parent(s).

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. The CONTRACTOR shall provide sufficient copies of their reports, documents and projected goals necessary to share with members of the IEP team (5) five business days prior to IEP meeting. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours must be in direct service to the student.

37. **TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive, and submit them on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. **LEA STUDENT CHANGE OF RESIDENCE**

Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA of the LEA student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If the LEA student's change of residence is to a residence 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 LEA student's change of residence, if CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence.

39. **WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, to the LEA when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit within five (5) days.

40. **PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs with residential components shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. **SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES**

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

42. **LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to a Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. **STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. **MONITORING**

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in the Special Education Self Review and/or District Validation Review. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Assessment Checklist submitted as specified in the LEA.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for CONTRACTOR’s employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a

request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing on forms provided by the LEA and CDE within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents as specified in LEA Procedures.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

In order to provide a smooth transition for the student, the CONTRACTOR will notify the LEA of any change in assignment of tutors and/or supervisors no less than fourteen (14) days prior to the change of assignment.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq., To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. **SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

55. **REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. **ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related

documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by section 56; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) or (f): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (g): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

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. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA students unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event of Provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

60. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor

notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules; liability and worker's 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; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

61. Rate Schedule.

The attached rate schedule (62) limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

62. Therapeutic Education Center-Canal St
NONPUBLIC SCHOOL

30-66621-7102924
CONTRACTOR NUMBER

2011-2012
CONTRACT YEAR

Per CDE Certification, total enrollment may not exceed 10 classrooms

Rate Schedule. This rate schedule limits the number of CUSD LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____

Total LEA enrollment may not exceed _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$163.00</u>	<u>day</u>
Basic Education Program/Dual Enrollment	_____	_____

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

B. Related Services

(1)	a. Transportation – Round Trip 0-24 miles	\$42.00	day
	25-49 miles	\$52.00	day
	50 + miles	\$62.00	day
	b. Transportation – One Way	_____	_____
	c. Transportation-Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech - Consultation Rate	_____	_____
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)	\$105.00	day
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Itinerant Teaching	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____

- d. Occupational Therapy – Group of 4 - 7
- e. Occupational Therapy - Consultation Rate
- (8) Physical Therapy
- (9) a. Behavior Intervention – BII
- b. Behavior Intervention – BID
- Provided by: _____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(10) Evaluations & Assessments

*Parent transportation reimbursement rates are to be determined by the LEA.
 **By credentialed Special Education Teacher.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2011 and terminates at 5:00 P.M. on June 30, 2012, unless sooner terminated as provided herein.

CONTRACTOR,

Therapeutic Education Center-Canal Street
 Nonpublic School

Capistrano Unified School District

By:

By:

Signature	Date
Keely Hanley, Site Co-Director	
Name and Title of Authorized Representative	

Date
Ronald N. Lebs, Deputy Superintendent, Business & Support Services
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:
 Deborah L. Warren

 Name
Therapeutic Education Center-Canal Street
 Nonpublic School Provider

2190 N. Canal Street

 Address

City	State	Zip
Orange	Ca	92865

Phone
 (714) 998-6571

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2011 – 2012

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2011-2012**

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2011-2012

CONTRACT NUMBER:
30-73643-7085954

LEA: CAPISTRANO UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Therapeutic Education Center- Santa Ana

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2011, between the Capistrano Unified School District (hereinafter referred to as "LEA") and Therapeutic Education Center- Santa Ana (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. **CERTIFICATION**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. **COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all LEA policies unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply. The provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. **TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2011 to June 30, 2012 (Title 5 California Code of Regulations section 3062(a)). Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2012. (Title 5 California Code of Regulations section 3062(d)). Re-negotiation of rate schedule for related services for subsequent contract year are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2012.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments for education and services will continue at the prior contract year rate, and CONTRACTOR shall be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA until such time as the new Master Contract is signed and returned to LEA by CONTRACTOR. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

6. INDIVIDUAL SERVICES AGREEMENT

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)).

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and

federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

- e. The term “parent” means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.
- f. The term “days” means calendar days unless otherwise specified.
- g. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- h. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- i. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to:

Name: Special Education Director
District: Capistrano Unified School District
Address: 33122 Valle Rd
City, State Zip: San Juan Capistrano CA 92675
Phone: (949) 234-9270

Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b); cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through additional

instructional assistants, behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; 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; and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. **TERMINATION**

This Master Contract may be terminated for cause. The cause shall not be the availability of a public program initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. **INSURANCE**

CONTRACTOR shall procure and maintain for the duration of the Master Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.

A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Professional Liability Insurance and Employer's Liability Insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000.
4. Workers' Compensation Insurance as required by the state in which services are performed with limits of 1,000,000/\$1,000,000/\$1,000,000. If CONTRACTOR fails to procure Workers' Compensation insurance, CONTRACTOR shall submit a sworn affidavit to LEA describing the reasons CONTRACTOR failed to obtain workers compensation insurance.

B. CONTRACTOR shall maintain limits of insurance no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
2. Automobile Liability: \$1,000,000 combined single limit.
3. Professional Liability/ errors and omissions coverages, including sexual molestation and abuse: \$1,000,000 per occurrence/ \$1,000,000 aggregate.
4. Workers' Compensation with limits as required by state in which services were performed.

For all insurance coverages procured by CONTRACTOR, the following terms apply:

- C. Any deductibles or self-insured retentions above \$25,000 must be declared to and approved by the LEA in writing. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions as respects to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. The general liability, automobile liability policies, and professional liability policies are to contain, or be endorsed to contain, the following provisions:
 1. The LEA, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the LEA, its subsidiaries, officials and employees.
 2. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party,

reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LEA.

- E. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA in writing.
- F. The CONTRACTOR shall furnish the LEA with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements meeting requirements of above conditions are to be received and approved by the LEA before work commences. As an alternative to the LEA's forms, the CONTRACTOR's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their

respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements effecting coverage required by Section 15 and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to 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 may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education

and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to the following educational materials, services, and programs to the extent available at the LEA School District in which CONTRACTOR is located: (a) standards-based, core curriculum and the same instructional materials used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult care giver during the delivery of services. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

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

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

24. **CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary to provide services to students with disabilities.

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

25. **CALENDARS**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP for each student. Unless otherwise specified by the students' IEP, educational services shall occur at the school site.

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA. It is understood that services may not be provided on weekends, holidays and other times when school is not in session.

26. DATA REPORTING

CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and sections of this contract and requested by and in the format required by the LEA.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

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

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

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

Where CONTRACTOR is a NPS, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS.

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE

responsibilities, transition services, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Records of such training shall be made available to LEA upon request. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled.

Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-up time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees

otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations and LEA policies and procedures regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. 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.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards pursuant to LEA policy and the requirements specified in the LEA Procedures. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business shall be submitted to the LEA and the LEA student's parent(s).

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. The CONTRACTOR shall provide sufficient copies of their reports, documents and projected goals necessary to share with members of the IEP team (5) five business days prior to IEP meeting. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours must be in direct service to the student.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive, and submit them on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA of the LEA student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If the LEA student's change of residence is to a residence 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 LEA student's change of residence, if CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit within five (5) days.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs with residential components shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to a Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in the Special Education Self Review and/or District Validation Review. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Assessment Checklist submitted as specified in the LEA.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a

request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing on forms provided by the LEA and CDE within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents as specified in LEA Procedures.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

In order to provide a smooth transition for the student, the CONTRACTOR will notify the LEA of any change in assignment of tutors and/or supervisors no less than fourteen (14) days prior to the change of assignment.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq., To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related

documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by section 56; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) or (f): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (g): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

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. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA students unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event of Provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

60. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor

notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules; liability and worker's 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; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

61. Rate Schedule.

The attached rate schedule (62) limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

**62. TEC- Santa Ana
NONPUBLIC SCHOOL**

**30-73643-7085954
CONTRACTOR NUMBER**

**2011-2012
CONTRACT YEAR**

Per CDE Certification, total enrollment may not exceed 4 classrooms

Rate Schedule. This rate schedule limits the number of CUSD LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$163.00</u>	<u>day</u>
Basic Education Program/Dual Enrollment	_____	_____

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

B. Related Services

(1)	a. Transportation – Round Trip	0-24 miles	\$42.00	day
		25-49 miles	\$52.00	day
		50+ miles	\$62.00	day
	b. Transportation – One Way		_____	_____
	c. Transportation-Dual Enrollment		_____	_____
	d. Public Transportation		_____	_____
	e. Parent*		_____	_____
(2)	a. Educational Counseling – Individual		_____	_____
	b. Educational Counseling – Group of		_____	_____
	c. Counseling – Parent		_____	_____
(3)	a. Adapted Physical Education – Individual		_____	_____
	b. Adapted Physical Education – Group of _____		_____	_____
	c. Adapted Physical Education – Group of _____		_____	_____
(4)	a. Language and Speech Therapy – Individual		_____	_____
	b. Language and Speech Therapy – Group of 2		_____	_____
	c. Language and Speech Therapy – Group of 3		_____	_____
	d. Language and Speech Therapy – Per diem		_____	_____
	e. Language and Speech - Consultation Rate		_____	_____
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)		\$105.00	day
	b. Additional Instructional Assistant – Group of 2		_____	_____
	c. Additional Instructional Assistant – Group of 3		_____	_____
(6)	Itinerant Teaching		_____	_____

- (7) a. Occupational Therapy – Individual
 b. Occupational Therapy – Group of 2
 c. Occupational Therapy – Group of 3
 d. Occupational Therapy – Group of 4 - 7
 e. Occupational Therapy - Consultation Rate
- (8) Physical Therapy
- (9) a. Behavior Intervention – BII
 b. Behavior Intervention – BID
 Provided by: _____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(10) Auditory Training

*Parent transportation reimbursement rates are to be determined by the LEA.
 **By credentialed Special Education Teacher.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2011 and terminates at 5:00 P.M. on June 30, 2012, unless sooner terminated as provided herein.

CONTRACTOR,

Therapeutic Education Center- Santa Ana
 Nonpublic School

By:

Capistrano Unified School District

By:

Signature	Date
Julie D. Lucas, Site Director	

Name and Title of Authorized Representative	

	Date
Ronald N. Lebs, Deputy Superintendent, Business & Support Services	

Name and Title of Authorized Representative	

Notices to CONTRACTOR shall be addressed to:

Name		
Julie D. Lucas		
Nonpublic School Provider		
Therapeutic Education Center- Santa Ana		
1010 W. 17 th St		
Address		

City	State	Zip
Santa Ana	Ca	92706
Phone		
(714) 543-5437 X1500		

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2011 – 2012

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2011-2012**

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DISTRICT MASTER CONTRACT GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES 2011-2012

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2011-2012

CONTRACT NUMBER:
30-73635-7098866

LEA: CAPISTRANO UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Ocean View School

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2011, between the Capistrano Unified School District (hereinafter referred to as "LEA") and Ocean View School (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all LEA policies unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply. The provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2011 to June 30, 2012 (Title 5 California Code of Regulations section 3062(a)). Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2012. (Title 5 California Code of Regulations section 3062(d)). Re-negotiation of rate schedule for related services for subsequent contract year are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2012.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments for education and services will continue at the prior contract year rate, and CONTRACTOR shall be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA until such time as the new Master Contract is signed and returned to LEA by CONTRACTOR. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

6. INDIVIDUAL SERVICES AGREEMENT

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)).

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and

federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

- e. The term “parent” means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.
- f. The term “days” means calendar days unless otherwise specified.
- g. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- h. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- i. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to:

Name: Special Education Director
District: Capistrano Unified School District
Address: 33122 Valle Rd
City, State Zip: San Juan Capistrano CA 92675
Phone: (949) 234-9270

Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b); cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through additional

instructional assistants, behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; 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; and bank statements and canceled checks or facsimile thereof.

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

10. **SEVERABILITY CLAUSE**

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

11. **SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees.

12. **VENUE AND GOVERNING LAW**

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract may be terminated for cause. The cause shall not be the availability of a public program initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall procure and maintain for the duration of the Master Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.

A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Professional Liability Insurance and Employer's Liability Insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000.
4. Workers' Compensation Insurance as required by the state in which services are performed with limits of 1,000,000/\$1,000,000/\$1,000,000. If CONTRACTOR fails to procure Workers' Compensation insurance, CONTRACTOR shall submit a sworn affidavit to LEA describing the reasons CONTRACTOR failed to obtain workers compensation insurance.

B. CONTRACTOR shall maintain limits of insurance no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
2. Automobile Liability: \$1,000,000 combined single limit.
3. Professional Liability/ errors and omissions coverages, including sexual molestation and abuse: \$1,000,000 per occurrence/ \$1,000,000 aggregate.
4. Workers' Compensation with limits as required by state in which services were performed.

For all insurance coverages procured by CONTRACTOR, the following terms apply:

- C. Any deductibles or self-insured retentions above \$25,000 must be declared to and approved by the LEA in writing. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions as respects to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. The general liability, automobile liability policies, and professional liability policies are to contain, or be endorsed to contain, the following provisions:
1. The LEA, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the LEA, its subsidiaries, officials and employees.
 2. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party,

reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LEA.

- E. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA in writing.
- F. The CONTRACTOR shall furnish the LEA with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements meeting requirements of above conditions are to be received and approved by the LEA before work commences. As an alternative to the LEA's forms, the CONTRACTOR's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their

respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements effecting coverage required by Section 15 and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to 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 may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education

and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to the following educational materials, services, and programs to the extent available at the LEA School District in which CONTRACTOR is located: (a) standards-based, core curriculum and the same instructional materials used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult care giver during the delivery of services. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

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

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

24. **CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary to provide services to students with disabilities.

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

25. **CALENDARS**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP for each student. Unless otherwise specified by the students' IEP, educational services shall occur at the school site.

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA. It is understood that services may not be provided on weekends, holidays and other times when school is not in session.

26. DATA REPORTING

CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and sections of this contract and requested by and in the format required by the LEA.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

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

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

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

Where CONTRACTOR is a NPS, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS.

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE

responsibilities, transition services, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Records of such training shall be made available to LEA upon request. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled.

Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-up time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees

otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations and LEA policies and procedures regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. 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.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards pursuant to LEA policy and the requirements specified in the LEA Procedures. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business shall be submitted to the LEA and the LEA student's parent(s).

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. The CONTRACTOR shall provide sufficient copies of their reports, documents and projected goals necessary to share with members of the IEP team (5) five business days prior to IEP meeting. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours must be in direct service to the student.

37. **TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive, and submit them on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. **LEA STUDENT CHANGE OF RESIDENCE**

Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA of the LEA student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If the LEA student's change of residence is to a residence 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 LEA student's change of residence, if CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence.

39. **WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, to the LEA when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit within five (5) days.

40. **PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs with residential components shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to a Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in the Special Education Self Review and/or District Validation Review. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Assessment Checklist submitted as specified in the LEA.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a

request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing on forms provided by the LEA and CDE within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents as specified in LEA Procedures.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

In order to provide a smooth transition for the student, the CONTRACTOR will notify the LEA of any change in assignment of tutors and/or supervisors no less than fourteen (14) days prior to the change of assignment.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq., To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related

documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by section 56; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) or (f): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (g): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

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. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA students unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event of Provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

60. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor

notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules; liability and worker's 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; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

61. Rate Schedule.

The attached rate schedule (62) limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

62. Ocean View School
NONPUBLIC SCHOOL

30-73635-7098866
CONTRACTOR NUMBER

2011-2012
CONTRACT YEAR

Per CDE Certification, total enrollment may not exceed 2 classrooms

Rate Schedule. This rate schedule limits the number of CUSD LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$152.00</u>	<u>day</u>
Basic Education Program/Dual Enrollment	_____	_____

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

B. Related Services

(1)	a. Transportation – Round Trip	<u>\$60.00</u>	<u>day</u>
	b. Transportation – One Way	_____	_____
	c. Transportation-Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	<u>\$120.00</u>	<u>per hour</u>
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech - Consultation Rate	_____	_____
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Itinerant Teaching	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____

- [illegible]

\$110.00	day
----------	-----

****By credentialed Special Education Teacher.**

CONTRACTOR,

Capistrano Unified School District

By:

Date _____

**Ronald N. Lebs, Deputy Superintendent,
Business & Support Services**

Name and Title of Authorized Representative

Name
Ocean View School
Nonpublic School Provider

Address

Phone
(949) 855-0408

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2011 – 2012

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2011-2012**

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DISTRICT MASTER CONTRACT GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES 2011-2012

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2011-2012

CONTRACT NUMBER:
30-66670-6130561

LEA: CAPISTRANO UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Blind Children's Learning Center

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2011, between the Capistrano Unified School District (hereinafter referred to as "LEA") and Blind Children's Learning Center (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. **CERTIFICATION**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. **COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all LEA policies unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply. The provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. **TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2011 to June 30, 2012 (Title 5 California Code of Regulations section 3062(a)). Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2012. (Title 5 California Code of Regulations section 3062(d)). Re-negotiation of rate schedule for related services for subsequent contract year are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2012.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments for education and services will continue at the prior contract year rate, and CONTRACTOR shall be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA until such time as the new Master Contract is signed and returned to LEA by CONTRACTOR. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

6. INDIVIDUAL SERVICES AGREEMENT

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)).

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and

federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

- e. The term “parent” means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.
- f. The term “days” means calendar days unless otherwise specified.
- g. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- h. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- i. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to:

Name: Special Education Director
 District: Capistrano Unified School District
 Address: 33122 Valle Rd
 City, State Zip: San Juan Capistrano CA 92675
 Phone: (949) 234-9270

Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b); cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through additional

instructional assistants, behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; 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; and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract may be terminated for cause. The cause shall not be the availability of a public program initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall procure and maintain for the duration of the Master Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.

A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Professional Liability Insurance and Employer's Liability Insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000.
4. Workers' Compensation Insurance as required by the state in which services are performed with limits of 1,000,000/\$1,000,000/\$1,000,000. If CONTRACTOR fails to procure Workers' Compensation insurance, CONTRACTOR shall submit a sworn affidavit to LEA describing the reasons CONTRACTOR failed to obtain workers compensation insurance.

B. CONTRACTOR shall maintain limits of insurance no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
2. Automobile Liability: \$1,000,000 combined single limit.
3. Professional Liability/ errors and omissions coverages, including sexual molestation and abuse: \$1,000,000 per occurrence/ \$1,000,000 aggregate.
4. Workers' Compensation with limits as required by state in which services were performed.

For all insurance coverages procured by CONTRACTOR, the following terms apply:

- C. Any deductibles or self-insured retentions above \$25,000 must be declared to and approved by the LEA in writing. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions as respects to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. The general liability, automobile liability policies, and professional liability policies are to contain, or be endorsed to contain, the following provisions:
1. The LEA, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the LEA, its subsidiaries, officials and employees.
 2. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party,

reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LEA.

- E. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA in writing.
- F. The CONTRACTOR shall furnish the LEA with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements meeting requirements of above conditions are to be received and approved by the LEA before work commences. As an alternative to the LEA's forms, the CONTRACTOR's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their

respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements effecting coverage required by Section 15 and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to 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 may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education

and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to the following educational materials, services, and programs to the extent available at the LEA School District in which CONTRACTOR is located: (a) standards-based, core curriculum and the same instructional materials used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult care giver during the delivery of services. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

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

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

24. **CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary to provide services to students with disabilities.

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

25. **CALENDARS**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP for each student. Unless otherwise specified by the students' IEP, educational services shall occur at the school site.

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA. It is understood that services may not be provided on weekends, holidays and other times when school is not in session.

26. DATA REPORTING

CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and sections of this contract and requested by and in the format required by the LEA.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

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

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

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

Where CONTRACTOR is a NPS, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS.

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE

responsibilities, transition services, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Records of such training shall be made available to LEA upon request. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled.

Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-up time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees

otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations and LEA policies and procedures regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. 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.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards pursuant to LEA policy and the requirements specified in the LEA Procedures. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business shall be submitted to the LEA and the LEA student's parent(s).

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. The CONTRACTOR shall provide sufficient copies of their reports, documents and projected goals necessary to share with members of the IEP team (5) five business days prior to IEP meeting. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours must be in direct service to the student.

37. **TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive, and submit them on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. **LEA STUDENT CHANGE OF RESIDENCE**

Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA of the LEA student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If the LEA student's change of residence is to a residence 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 LEA student's change of residence, if CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence.

39. **WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, to the LEA when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit within five (5) days.

40. **PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs with residential components shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to a Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in the Special Education Self Review and/or District Validation Review. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Assessment Checklist submitted as specified in the LEA.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a

request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing on forms provided by the LEA and CDE within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents as specified in LEA Procedures.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

In order to provide a smooth transition for the student, the CONTRACTOR will notify the LEA of any change in assignment of tutors and/or supervisors no less than fourteen (14) days prior to the change of assignment.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq., To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related

documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by section 56; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) or (f): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (g): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

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. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA students unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event of Provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

60. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor

notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules; liability and worker's 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; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

61. Rate Schedule.

The attached rate schedule (62) limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

62. Blind Children's Learning Center
NONPUBLIC SCHOOL

30-66670-6130561
CONTRACTOR NUMBER

2011-2012
CONTRACT YEAR

Per CDE Certification, total enrollment may not exceed 3 classrooms

Rate Schedule. This rate schedule limits the number of CUSD LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____

Total LEA enrollment may not exceed _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$139.00</u>	<u>day</u>
Basic Education Program/Dual Enrollment	_____	_____

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation-Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	<u>\$90.00</u>	<u>per hour</u>
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech - Consultation Rate	_____	_____
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)	<u>\$15.00</u>	<u>per hour</u>
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Itinerant Teaching	<u>\$90.00</u>	<u>per hour</u>
(7)	a. Occupational Therapy – Individual	<u>\$90.00</u>	<u>per hour</u>
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy - Consultation Rate	<u>\$90.00</u>	<u>per hour</u>
(8)	Physical Therapy	_____	_____

(9)	& Mobility	<u>\$90.00</u>	<u>per hour</u>
	b. Behavior Intervention – BID		
(10)	Evaluations & Assessments	<u>\$90.00</u>	<u>per hour</u>

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2011 and terminates at 5:00 P.M. on June 30, 2012, unless sooner terminated as provided herein.

CONTRACTOR,

Blind Children's Learning Center

Nonpublic School

By:

Capistrano Unified School District

By:

Signature	Date
Deborah L. Warren	
Director of Your Outreach & ECC	
Name and Title of Authorized Representative	

Date
Ronald N. Lebs, Deputy Superintendent, Business & Support Services
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Deborah L. Warren

Name
Blind Children's Learning Center
Nonpublic School Provider

18542-B Vanderlip Av

Address

City	State	Zip
Santa Ana	CA	92705

Phone
(714) 573-888 X 110

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2011 – 2012

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2011-2012**

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DISTRICT MASTER CONTRACT GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES 2011-2012

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2011-2012

CONTRACT NUMBER:
30-66456-6937437

LEA: CAPISTRANO UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Speech and Language Development Center

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2011, between the Capistrano Unified School District (hereinafter referred to as "LEA") and Speech and Language Development Center (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all LEA policies unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply. The provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2011 to June 30, 2012 (Title 5 California Code of Regulations section 3062(a)). Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2012. (Title 5 California Code of Regulations section 3062(d)). Re-negotiation of rate schedule for related services for subsequent contract year are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2012.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments for education and services will continue at the prior contract year rate, and CONTRACTOR shall be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA until such time as the new Master Contract is signed and returned to LEA by CONTRACTOR. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

6. INDIVIDUAL SERVICES AGREEMENT

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)).

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and

federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

- e. The term “parent” means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.
- f. The term “days” means calendar days unless otherwise specified.
- g. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- h. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- i. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to:

Name: Special Education Director
District: Capistrano Unified School District
Address: 33122 Valle Rd
City, State Zip: San Juan Capistrano CA 92675
Phone: (949) 234-9270

Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b); cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through additional

instructional assistants, behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; 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; and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. **TERMINATION**

This Master Contract may be terminated for cause. The cause shall not be the availability of a public program initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. **INSURANCE**

CONTRACTOR shall procure and maintain for the duration of the Master Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.

A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Professional Liability Insurance and Employer's Liability Insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000.
4. Workers' Compensation Insurance as required by the state in which services are performed with limits of 1,000,000/\$1,000,000/\$1,000,000. If CONTRACTOR fails to procure Workers' Compensation insurance, CONTRACTOR shall submit a sworn affidavit to LEA describing the reasons CONTRACTOR failed to obtain workers compensation insurance.

B. CONTRACTOR shall maintain limits of insurance no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
2. Automobile Liability: \$1,000,000 combined single limit.
3. Professional Liability/ errors and omissions coverages, including sexual molestation and abuse: \$1,000,000 per occurrence/ \$1,000,000 aggregate.
4. Workers' Compensation with limits as required by state in which services were performed.

For all insurance coverages procured by CONTRACTOR, the following terms apply:

- C. Any deductibles or self-insured retentions above \$25,000 must be declared to and approved by the LEA in writing. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions as respects to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. The general liability, automobile liability policies, and professional liability policies are to contain, or be endorsed to contain, the following provisions:
1. The LEA, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the LEA, its subsidiaries, officials and employees.
 2. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party,

reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LEA.

- E. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA in writing.
- F. The CONTRACTOR shall furnish the LEA with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements meeting requirements of above conditions are to be received and approved by the LEA before work commences. As an alternative to the LEA's forms, the CONTRACTOR's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their

respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements effecting coverage required by Section 15 and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to 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 may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education

and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to the following educational materials, services, and programs to the extent available at the LEA School District in which CONTRACTOR is located: (a) standards-based, core curriculum and the same instructional materials used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult care giver during the delivery of services. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary to provide services to students with disabilities.

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

25. CALENDARS

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP for each student. Unless otherwise specified by the students' IEP, educational services shall occur at the school site.

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA. It is understood that services may not be provided on weekends, holidays and other times when school is not in session.

26. DATA REPORTING

CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and sections of this contract and requested by and in the format required by the LEA.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

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

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

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

Where CONTRACTOR is a NPS, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS.

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE

responsibilities, transition services, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Records of such training shall be made available to LEA upon request. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled.

Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-up time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees

otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations and LEA policies and procedures regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. 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.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards pursuant to LEA policy and the requirements specified in the LEA Procedures. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business shall be submitted to the LEA and the LEA student's parent(s).

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. The CONTRACTOR shall provide sufficient copies of their reports, documents and projected goals necessary to share with members of the IEP team (5) five business days prior to IEP meeting. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours must be in direct service to the student.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive, and submit them on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA of the LEA student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If the LEA student's change of residence is to a residence 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 LEA student's change of residence, if CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit within five (5) days.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs with residential components shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to a Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in the Special Education Self Review and/or District Validation Review. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Assessment Checklist submitted as specified in the LEA.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a

request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing on forms provided by the LEA and CDE within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents as specified in LEA Procedures.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

In order to provide a smooth transition for the student, the CONTRACTOR will notify the LEA of any change in assignment of tutors and/or supervisors no less than fourteen (14) days prior to the change of assignment.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq., To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related

documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by section 56; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) or (f): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (g): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

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. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA students unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event of Provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

60. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor

notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules; liability and worker's 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; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

61. Rate Schedule.

The attached rate schedule (62) limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

62. Speech & Language Development Center
NONPUBLIC SCHOOL

30-66456-6937437
CONTRACTOR NUMBER

2011-2012
CONTRACT YEAR

Per CDE Certification, total enrollment may not exceed 22 classrooms

Rate Schedule. This rate schedule limits the number of CUSD LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$135.50</u>	<u>day</u>
Basic Education Program/Dual Enrollment	_____	_____

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

B. Related Services

(1)	a. Transportation – Round Trip Buena Park & Cities with a common boundary	\$34.00	day
	Cities without a common boundary with Buena Park	<u>\$40.50</u>	<u>day</u>
	b. Transportation – One Way	_____	_____
	c. Transportation-Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	<u>\$81.50</u>	<u>hour</u>
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	<u>\$81.50</u>	<u>hour</u>
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech - Consultation Rate	_____	_____
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)	<u>\$14.00</u>	<u>hour</u>
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Itinerant Teaching	_____	_____
(7)	a. Occupational Therapy – Individual	<u>\$81.50</u>	<u>hour</u>

- (10) Auditory Training

****By credentialed Special Education Teacher.**

CONTRACTOR,

By:

By:

Name and Title of Authorized Representative

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NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2011 – 2012

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2011-2012**

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DISTRICT MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES

2011-2012

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2011-2012

CONTRACT NUMBER:
30-66613-7102387

LEA: CAPISTRANO UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Pyramid Autism Center

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2011, between the Capistrano Unified School District (hereinafter referred to as "LEA") and Pyramid Autism Center (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all LEA policies unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply. The provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2011 to June 30, 2012 (Title 5 California Code of Regulations section 3062(a)). Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2012. (Title 5 California Code of Regulations section 3062(d)). Re-negotiation of rate schedule for related services for subsequent contract year are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2012.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments for education and services will continue at the prior contract year rate, and CONTRACTOR shall be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA until such time as the new Master Contract is signed and returned to LEA by CONTRACTOR. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

6. INDIVIDUAL SERVICES AGREEMENT

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)).

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and

federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

- e. The term “parent” means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.
- f. The term “days” means calendar days unless otherwise specified.
- g. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- h. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- i. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to:

Name: Special Education Director
 District: Capistrano Unified School District
 Address: 33122 Valle Rd
 City, State Zip: San Juan Capistrano CA 92675
 Phone: (949) 234-9270

Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b); cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through additional

instructional assistants, behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; 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; and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. **TERMINATION**

This Master Contract may be terminated for cause. The cause shall not be the availability of a public program initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. **INSURANCE**

CONTRACTOR shall procure and maintain for the duration of the Master Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.

A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Professional Liability Insurance and Employer's Liability Insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000.
4. Workers' Compensation Insurance as required by the state in which services are performed with limits of 1,000,000/\$1,000,000/\$1,000,000. If CONTRACTOR fails to procure Workers' Compensation insurance, CONTRACTOR shall submit a sworn affidavit to LEA describing the reasons CONTRACTOR failed to obtain workers compensation insurance.

B. CONTRACTOR shall maintain limits of insurance no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
2. Automobile Liability: \$1,000,000 combined single limit.
3. Professional Liability/ errors and omissions coverages, including sexual molestation and abuse: \$1,000,000 per occurrence/ \$1,000,000 aggregate.
4. Workers' Compensation with limits as required by state in which services were performed.

For all insurance coverages procured by CONTRACTOR, the following terms apply:

- C. Any deductibles or self-insured retentions above \$25,000 must be declared to and approved by the LEA in writing. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions as respects to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. The general liability, automobile liability policies, and professional liability policies are to contain, or be endorsed to contain, the following provisions:
1. The LEA, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the LEA, its subsidiaries, officials and employees.
 2. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party,

reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LEA.

- E. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA in writing.
- F. The CONTRACTOR shall furnish the LEA with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements meeting requirements of above conditions are to be received and approved by the LEA before work commences. As an alternative to the LEA's forms, the CONTRACTOR's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their

respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements effecting coverage required by Section 15 and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to 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 may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education

and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to the following educational materials, services, and programs to the extent available at the LEA School District in which CONTRACTOR is located: (a) standards-based, core curriculum and the same instructional materials used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult care giver during the delivery of services. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

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

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

24. **CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary to provide services to students with disabilities.

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

25. **CALENDARS**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP for each student. Unless otherwise specified by the students' IEP, educational services shall occur at the school site.

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA. It is understood that services may not be provided on weekends, holidays and other times when school is not in session.

26. **DATA REPORTING**

CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and sections of this contract and requested by and in the format required by the LEA.

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

27. **LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

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

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

28. **STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

Where CONTRACTOR is a NPS, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

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

29. **DISTRICT MANDATED ATTENDANCE AT MEETINGS.**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE

responsibilities, transition services, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Records of such training shall be made available to LEA upon request. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled.

Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-up time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees

otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations and LEA policies and procedures regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. 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.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards pursuant to LEA policy and the requirements specified in the LEA Procedures. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business shall be submitted to the LEA and the LEA student's parent(s).

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. The CONTRACTOR shall provide sufficient copies of their reports, documents and projected goals necessary to share with members of the IEP team (5) five business days prior to IEP meeting. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours must be in direct service to the student.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive, and submit them on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA of the LEA student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If the LEA student's change of residence is to a residence 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 LEA student's change of residence, if CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit within five (5) days.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORs operating programs with residential components shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to a Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in the Special Education Self Review and/or District Validation Review. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Assessment Checklist submitted as specified in the LEA.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a

request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing on forms provided by the LEA and CDE within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents as specified in LEA Procedures.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

In order to provide a smooth transition for the student, the CONTRACTOR will notify the LEA of any change in assignment of tutors and/or supervisors no less than fourteen (14) days prior to the change of assignment.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq., To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related

documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by section 56; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) or (f): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (g): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

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. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA students unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event of Provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

60. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor

notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules; liability and worker's 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; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

61. Rate Schedule.

The attached rate schedule (62) limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

62. Pyramid Autism Center
NONPUBLIC SCHOOL

30-66613-7102387
CONTRACTOR NUMBER

2011-2012
CONTRACT YEAR

Per CDE Certification, total enrollment may not exceed 36 in 4 classrooms

Rate Schedule. This rate schedule limits the number of CUSD LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$225.00</u>	<u>day</u>
Basic Education Program/Dual Enrollment	_____	_____

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation-Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech - Consultation Rate	_____	_____
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Itinerant Teaching	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____

- d. Occupational Therapy – Group of 4 - 7
 e. Occupational Therapy - Consultation Rate
 (8) Physical Therapy
 (9) a. Behavior Intervention – BII
 b. Behavior Intervention – BID
 Provided by: _____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(10) 1:1 Paraeducator

*Parent transportation reimbursement rates are to be determined by the LEA.

**By credentialed Special Education Teacher.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2011 and terminates at 5:00 P.M. on June 30, 2012, unless sooner terminated as provided herein.

CONTRACTOR,

Pyramid Autism Center

Nonpublic School

By:

Capistrano Unified School District

By:

 Signature Date
 Stacey Kochanowski

 Name and Title of Authorized
 Representative

 Date
 Ronald N. Lebs, Deputy Superintendent,
 Business & Support Services

 Name and Title of Authorized
 Representative

Notices to CONTRACTOR shall be addressed to:

 Name
 Pyramid Autism Center
 Nonpublic School Provider

2830 N. Glassell

 Address

 City State Zip
 Orange, CA 92865

 Phone
 (714) 637-1292

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 9, 2011

**RESOLUTION NO. 1011-50, TRANSITION PARTNERSHIP PROJECT
INTERAGENCY AGREEMENT WITH THE DEPARTMENT OF REHABILITATION**

BACKGROUND INFORMATION

The Capistrano Unified School District has benefited from participating in the Transition Partnership Project (TPP) grant since March 1992. The TPP represents an interagency agreement ("Agreement") between the District and the Department of Rehabilitation designed to serve approximately 200 students with special needs each year. It is a federally-funded, career development program administered by the Department of Rehabilitation.

The TPP offers transition services to students with disabilities as mandated by the Individuals with Disabilities Education Act (IDEA). The TPP provides pre-employment classes and training which includes interest testing, skill assessment, and job search skills for participating students with disabilities. Career preparation classes provide students with experience and credit toward graduation and their careers. The TPP also includes financial support for job training, career counseling, and job placement assistance to post high school transition age students. Case management of the TPP participants is another component of the Project.

CURRENT CONSIDERATIONS

This agenda item requests approval of a Department of Rehabilitation Resolution **#1011-50** for the implementation of the interagency Agreement¹ with the Department of Rehabilitation for the 2011-2014 school years.

The Agreement provides funding to the District and the local Department of Rehabilitation Office to transition students/clients into competitive employment. Specifically, the funding provides for case management staff, pre-employment training, job placement, staff development services, and clerical support. These services are conducted collaboratively between the District and the local Department of Rehabilitation Office. In addition, the District will also receive the services of two Department of Rehabilitation counselors to plan and coordinate the provision of support services.

¹ Due to the size, documents will be posted online in the District Board Agendas and Supporting Documentation page. The documents are also on file in the Purchasing Department.

FINANCIAL IMPLICATIONS

The District will receive, on a monthly reimbursement basis, a total of approximately \$596,331 per year in additional funding during the three-year contract to support the project, including staff development, transition case management, preemployment training, job coaching, job placement, instructional supplies/materials, and transportation.

STAFF RECOMMENDATIONS

It is requested the Board President recognize Candy Miller, Interim SELPA Director, who will introduce this item and answer any questions Trustees may have. Following discussion, it is recommended the Board approve Resolution No. 1011-50 Transition Partnership Project Interagency Agreement With the Department of Rehabilitation.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California 92675

RESOLUTION NO. 1011-50

**TRANSITION PARTNERSHIP PROJECT INTERAGENCY
AGREEMENT WITH THE DEPARTMENT OF REHABILITATION**

WHEREAS, the Board of Trustees of Capistrano Unified School District agrees to the proposed contract and its stipulations between the State of California, Department of Rehabilitation, and Capistrano Unified School District and said Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

THEREFORE BE IT HEREBY RESOLVED that the Board of Trustees of Capistrano Unified School District does hereby authorize Ronald N. Lebs, Deputy Superintendent, Business and Support Services, Capistrano Unified School District, to sign and execute any and all documents required by DOR to effectuate the execution of contracts and/or amendments except to increase the financial liability of said corporation or public agency. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Directors.

AYES: ()

NOES ()

ABSENT ()

ABSTAIN ()

I, Joseph M. Farley, Ed.D., Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting thereof on the 9th day of May, 2011, by a roll call vote of said Board.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 9th day of May, 2011.

John M. Alpay, Clerk

Joseph M. Farley, Ed.D.
Superintendent
Secretary of the Board of Trustees

Memorandum of Understanding

Between

Capistrano Unified School District (CUSD)

Laguna Beach Unified School District (LBUSD)

A. Basis of Agreement

Pursuant to the authority established in Education Code §56195.1 and §56195.5, a Local Education Agency (LEA) may provide for the education of individual pupils in Special Education programs who reside in other districts and may cost share. This Agreement is specific to Student _____ DOB _____. Student is placed at a non-public school _____ at considerable cost, which is currently paid in total by LBUSD. However, Student's parents share legal custody as well as physical custody, one parent resides in CUSD and the other in LBUSD. To avoid a dispute between the districts, this Agreement provides for a cost sharing of Student's placement at _____ and transportation to and from _____ as delineated herein.

B. Terms of Agreement

This Agreement is effective for the period beginning May 2011, and ending April 31, 2012, and shall renew automatically without an objection from the parties, unless either party submits a 30-day notice of rescission.

C. Scope

1. LBUSD shall perform all duties relative to Student's IEP as the official District of Residence (DOR) of Student for the duration of this Agreement.
CUSD Contact _____ CUSD SELPA Director _____
LBUSD Contact _____ LBUSD Director of Special Education _____
2. LBUSD as the DOR will be responsible for all initial assessments, assessment plans, parent notifications, and organization of the IEP for Student. LBUSD will be responsible for all subsequent assessments, assessment plans, parent notification, and IEP team meetings. LBUSD will convene all IEP meetings in coordination with all necessary IEP team members, including representatives of the NPS and CUSD. CUSD will be sent any Notice of IEP meetings for Student and will notify LBUSD if CUSD is electing to send a CUSD representative to Student's IEP team meetings.
3. LBUSD Contact shall provide CUSD Contact with copies of all of Student's IEP documents within two (2) business days of completed IEP meetings.
4. LBUSD will bill CUSD for the CUSD share of Student's ACTUAL program/transportation costs according to the following "bill-back" schedule using the "funding share" calculation in E below:
 - a) May for 50% of estimated annual bill-back (1st 25% of total);
 - b) October for 100% of actual annual bill-back less prior invoice (2nd 25%);

AGENDA ITEM 34

EXHIBIT W

1 of 3

- c) CUSD shall remit payment within 60 calendar days of receipt of LBUSD invoice, including NPS invoices and records of student attendance, to LBUSD.
- d) Bill-backs submitted more than one calendar year from the above billing schedule will not be accepted.
- 5. LBUSD will provide all necessary low incidence materials and equipment for Student, if and as recommended by the IEP team.
- 6. LBUSD will arrange any specialized transportation for the Student under this Agreement.
- 7. If the Student's residency status changes during the term of this Agreement, LBUSD shall notify CUSD within two (2) business days and LBUSD & CUSD shall amend this Agreement by mutual agreement within ten (10) business days.

D. Responsibilities

LBUSD retains ultimate authority and responsibility for Student regardless of who provides the programs and services.

E. Funding Share

LBUSD will bill CUSD as indicated herein for the 50% of Student's actual program/transportation costs less deductibles per the following formula and calculations.

NPS Program Cost				\$ 72,000.00
Transportation Cost				\$ 69,816.00
				\$ 141,816.00
Offsetting Revenue				
Deficit Base Revenue Limit				\$ (5,209.00)
AB602 and IDEA Local Assistance				\$ (613.00)
			Net Cost to Districts	\$ 135,994.00
				50%
			50% Share	\$ 67,997.00
			Estimated 25% due in April	\$ 33,998.50
			Estimated 25% due in October	\$ 33,998.50

APPROVED BY:

CAPISTRANO UNIFIED SCHOOL DISTRICT

Superintendent

Date

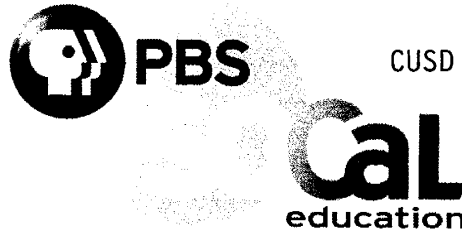
Board Approved: _____

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Superintendent

Date

Board Approved: _____



PBS SoCal / KOCE-TV FOUNDATION
3080 Bristol Street, Suite 400, Costa Mesa, CA 92626 ♦ 714-241-4300

2010-2011

**AGREEMENT
FOR**

TELEVISION BROADCASTING AND CONSULTING SERVICES

THIS AGREEMENT is made and entered into by and between The **KOCE-TV FOUNDATION**, on behalf of **PBS SoCal Education**, 3080 Bristol Street, Suite 400, Costa Mesa, California 92626 and Capistrano Unified School District ("Client"), 33122 Valle Road San Juan Capistrano, CA 92675.

IN CONSIDERATION OF the mutual promises and covenants contained herein, PBS SoCal Education and client agree as follows:

1. Purpose of Agreement: This Agreement is to provide teachers of Client with instructional television materials and training on the effective use of television and Discovery Streaming for instruction in the classroom.
2. Unit of Membership: Any school or school district, or educational agency within the PBS SoCal primary reception area is eligible for PBS SoCal Education membership and services; In addition, any school, school district, or educational agency capable of receiving PBS SoCal's broadcast signal via cable television is likewise eligible.
3. PBS SoCal Education Advisory Board: Membership in PBS SoCal Education shall entitle the Client to representation on the PBS SoCal Education Advisory Board. The PBS SoCal Education Advisory Board shall act in an advisory capacity to the KOCE-TV FOUNDATION in the selection of programs to be aired on PBS SoCal and in the approval of relevant financial decisions.
4. Television Consulting Services: PBS SoCal Education shall provide Client with training resources for its teachers on the subject of effective use of television and Discovery Streaming in the classroom. Such training resource include but is not limited to teacher guides and instructional materials.
5. Broadcast of Instructional Television Programming: PBS SoCal Education shall, within the broadcast limits specified below, use its best efforts to provide educational television such as: instructional television programs and recordings for 30 weeks during the school year, September through June.

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EXHIBIT X

Page 1 of 5

6. Discovery Streaming: PBS SoCal Education shall provide Client with *Discovery Streaming* for use in the classroom.
7. Grant of License to Record Series: PBS SoCal Education grants to Client, subject to the limitations set forth below and in the instructional television broadcast schedules, the right to record from broadcast by PBS SoCal all series used by Client ("Recordings").
8. Limitations on License to Record Series: Client may use the Recordings at any time only for purposes of in-class instruction. Client shall cause all Recordings to be erased at the end of the school year that coincides with the term of this Agreement; provided, however, that Client need not erase all Recordings if this agreement is renewed but shall erase only those Recordings not included on the PBS SoCal webpage during the school year subsequent to the terms of this Agreement. Client shall assume all liability for violation of copyright due to any failure to comply with these limitations. Any exceptions to any limitation set forth in this paragraph shall be void and of no effect unless granted by prior written approval by PBS SoCal Education.
9. Additional Usage of Recordings: Client may transmit Recordings via in-house cable systems, provided that all users receiving such materials are PBS SoCal Education clients. Client may also use PBS SoCal Education recordings for re-programming on a community cable television channel or channels dedicated to Client's use provided the following conditions are met: 1) Client assumes responsibility for recording and scheduling PBS SoCal Education programs; 2) Said programming must occur only on regular days of instruction from 9:00 A.M. to 3:00 P.M. and exclusively for the purposes of instruction; 3) Copyright restrictions must be adhered to as outlined on the PBS SoCal Education webpage; 4) Depending on individual program rights, some programs may be limited to cable transmission simultaneous to broadcast and 5) Such activity must have the written approval of the PBS SoCal Director of Educational Services.
10. Broadcast Limits: Client acknowledges and agrees that PBS SoCal, Channel 50, holds final authority and responsibility for all station broadcasts. No liability shall attach under this Agreement because of any scheduling or rescheduling by PBS SoCal Education of educational television programs. All scheduling or rescheduling of PBS SoCal Education broadcasts including educational television programs shall be as approved by the Educational department of PBS SoCal.
11. Liability Insurance: PBS SoCal Education shall obtain and maintain a policy of liability insurance against liability or claims of liability resulting from acts or omissions to act by PBS SoCal Education, its agents, or employees, in connection with the performance of this Agreement. Client shall obtain and maintain a policy of liability insurance against liability resulting from the acts or omissions to act by Client, its agents, or employees, in connection with the performance of this Agreement. The minimum acceptable amount of any such policy shall be one million dollars.
12. Ownership of Instructional Television Programs: All instructional television programs, and teacher guides and Instructional Materials are and shall remain the property of PBS SoCal Education. PBS SoCal Education shall negotiate all lease agreements for educational

television programs, which will remain the property of the educational television program distributor. PBS SoCal Education shall assume responsibility for obtaining all necessary licenses to use copyrighted material incorporated in Instructional Television Programs, Recordings, Teacher Guides and Instructional Materials. Client shall assume all responsibility for the use of such copyrighted materials. Rights to retain PBS SoCal Education licensed programs on videotape, computer hard drives; or other storage media shall terminate upon non-renewal of this Agreement.

13. Termination: If either client or PBS SoCal Education defaults in the performance of any of the terms of this Agreement, it shall have ten (10) days after service of written notice of such default by the other party in which to cure such default. In the event the party receiving such notice fails to cure the default within such period of time, the party serving the notice at its option may terminate this Agreement without further notice.

14. Notice: Any notices required or permitted here under shall be given in writing to the appropriate party at the address specified below. Notice shall be deemed given upon personal delivery of written notice, or when written notice is sent by certified or registered mail. The notices should be sent as follows:

To PBS SoCal: **KOCE-TV Foundation**
 c/o PBS SoCal Education
 3080 Bristol Street
 Suite 400
 Costa Mesa, CA 92626
 Attention: Ed Miskevich, Station Manager

To CLIENT: Capistrano Unified School District
 33122 Valle Road
 San Juan Capistrano, CA 92675
 Attention: Susan Holliday, Executive Director of Technology and
 Information Systems

15. Term of Agreement: The term of this Agreement shall begin when signed by Client, received by PBS SoCal Education, and approved by the governing board of Client and the KOCE-TV Foundation Board, and expires on August 31, 2011. The period in which PBS SoCal shall provide television broadcasting and consulting services here under is April 1, 2011 to June 3, 2011. The period in which PBS SoCal Education shall provide online video streaming will be April 1, 2011 to August 31, 2011.
16. Fees: In consideration of the obligations performed here under by PBS SoCal Education, client shall pay PBS SoCal Education a fee of \$0.44 per student. The total dollar amount of this Agreement shall not exceed \$312.84. The total number of students is 711.
17. Indemnity: PBS SoCal Education to the extent permitted by law shall defend, indemnify and hold harmless Client and its members, trustees, officers, employees, instructors, agents and representatives free and harmless from any claim, liability, loss, and expense, including reasonable attorney fees and court costs, which may arise because of the breach of this Agreement by PBS SoCal Education, negligence, misconduct or other fault of PBS SoCal Education and its employees, instructors, agents and representatives in the performance of its

obligations under this Agreement including the violation of any copyrighted material provided to PBS SoCal Education by client.

18. Limitation of Liability: Notwithstanding anything to the contrary with the exception of Client's duty to indemnify PBS SoCal Education as provided in paragraph 17, to the extent allowed by law neither party shall be liable to the other party for any special, indirect, consequential, or incidental damages (including without limitation, lost revenues, anticipated revenues or profits relating to the same) arising from any claim relating directly or indirectly to the Agreement whether a claim for such damages is based on warranty, contract, tort (including without limitation negligence or strict liability) even if the parties are advised of the likelihood or possibility of same.
19. Remittance: Remittance of fees shall be made as follows: One payment of total fee not to exceed **\$312.84**
20. This agreement and Exhibit A attached hereto constitute the entire agreement among parties to it and supersedes any prior or contemporaneous understanding or agreement and may be amended only be a written amendment executed by both parties to the agreement.
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.

Consultant

PBS SoCal/KOCE-TV Foundation

By: 
Signature

Name Ed Miskevich

Title Station Manager

Date 4/4/11

District

Capistrano Unified School District

By: _____
Signature

Name Terry Fluent

Title Director, Purchasing

Date _____

***PLEASE NOTE:**

Send back Agreement with original signatures to:

Dawn Ariza
Controller
c/o PBS SoCal
P.O. Box 25113
Santa Ana, CA 92733

Retain a copy for your files. After receiving this Agreement, PBS SoCal Education will invoice client through their fiscal agent.

CONTRACTOR'S NAME: V. Patricia Beyer

CONTRACT No. I1011138



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and V. Patricia Beyer 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:** Evaluation services for the CUSD After School Education and Safety Program (ASES) at Viejo Elementary School.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on April 13, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: V. Patricia Beyer CONTRACT No. I1011138

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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 in 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 its 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 ten (10) 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 ten (10) 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 charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

CONTRACTOR'S NAME: V. Patricia Beyer CONTRACT No. 11011138

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 (3) 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 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 any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT 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) 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 the 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 the actual start date, 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 governing board, officers, agents and employees as additional insureds 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 the 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 supersede 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, ethnicity, religion, nationality, disability, gender, marital status or age 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 services 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:

Terry Fluent, Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR:

V. Patricia Beyer
5946 Appian Way
Naples Island, CA 90803

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.

CONTRACTOR'S NAME: V. Patricia Beyer CONTRACT No. 11011138

21. 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.

22. Governing Law: The terms and conditions of the 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.

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

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>N/A</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 10th DAY OF May, 2011.

Capistrano Unified School District
Name of District

V. Patricia Beyer
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

May 9, 2011
Board Approval Date

Taxpayer Identification Number

Beyer Associates

Educational Consultants

Exhibit A

FEE SCHEDULE

V. Patricia Beyer, Ed.D.

5946 Appian Way
Naples Island, CA

562.438.9538
drbeyer@earthlink.net

Description of Services

Capistrano Unified School District currently implements an ASES program in Viejo Elementary School. ASES grants periodically require comprehensive applications and annual reports. The aforementioned consultant will be responsible for participating in the preparation of any materials as required. She will work under the direction of the Executive Director, State and Federal Programs.

Rate of Pay & Expenses

Hourly rate: \$125

Signature V. Patricia Beyer Date 3/22/11

Printed Name V. Patricia Beyer

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INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Segerstrom Center for the Arts 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:** Arts Teach assemblies and Arts Teach workshops District wide

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on May 10, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Segerstrom Center for the Arts CONTRACT No. I1011129

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assembly and workshop per fee schedule.

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 in 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 its 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 ten (10) 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 ten (10) 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 charges 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 (3) 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 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 any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT 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) 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 the 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 the actual start date, 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 governing board, officers, agents and employees as additional insureds 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 the 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 supersede any prior or

CONTRACTOR'S NAME: Segerstrom Center for the Arts CONTRACT No. I1011129

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, ethnicity, religion, nationality, disability, gender, marital status or age 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 services 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:

Terry Fluent, Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR:

Segerstrom Center for the Arts
600 Town Center Drive
Costa Mesa, CA 92626

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.

CONTRACTOR'S NAME: Segerstrom Center for the Arts CONTRACT No. I1011129

21. 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.

22. Governing Law: The terms and conditions of the 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.

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

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>N/A</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 10th DAY OF May, 2011.

Capistrano Unified School District

Name of District

Segerstrom Center for the Arts

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

Title

May 9, 2011

Board Approval Date

Taxpayer Identification Number



2011-2012 Arts Teach Assembly Fees

Artist Group - Assemblies	1 Assembly	2 Assemblies	3 Assemblies	1 Family Assembly
Abalaye African Dance Ensemble	\$760.00	\$960.00	\$1,160.00	\$860.00
Aconcagua	\$710.00	\$935.00	\$1,160.00	\$1,010.00
Alfredo Rolando Ortiz	\$535.00	\$685.00	\$910.00	\$585.00
Alley Cats	\$1,110.00	\$1,310.00	\$1,510.00	\$1,860.00
Americana Unlimited	\$435.00	\$635.00	\$860.00	\$435.00
Anaheim Ballet	\$810.00	\$1,035.00	\$1,260.00	\$1,310.00
Arte Flamenco	\$810.00	\$985.00	\$1,210.00	\$910.00
Asha's Baba	\$585.00	\$810.00	\$1,035.00	\$735.00
Backhausdance	\$960.00	\$1,210.00	\$1,460.00	N/A
Beth Sussman	\$410.00	\$610.00	\$810.00	\$510.00
Boxtales - Iron John	\$760.00	\$860.00	\$960.00	N/A
Boxtales - Leyendes de Duende	\$810.00	\$910.00	\$1,010.00	\$910.00
Boxtales - Silly Rabbit Tricksters are for Kids	\$810.00	\$910.00	\$1,010.00	\$910.00
Brass Pacifica	\$1,110.00	\$1,310.00	\$1,460.00	\$1,235.00
Bully Dudes	\$810.00	\$960.00	\$1,160.00	\$960.00
Carl Weintraub	\$510.00	\$710.00	\$910.00	\$610.00
Catch Me Bird	\$760.00	\$960.00	\$1,160.00	\$760.00
Chameleons- Mime Over Matter	\$710.00	\$835.00	\$1,010.00	\$910.00
Chameleons- Adventures in Space	\$710.00	\$835.00	\$1,010.00	\$910.00
Chameleons- Wonder of Words	\$610.00	\$735.00	\$910.00	\$810.00
Classical Blast	\$710.00	\$860.00	\$1,060.00	\$860.00
Danza Azteca	\$660.00	\$885.00	\$1,110.00	\$660.00
David Prather	\$610.00	\$810.00	\$1,010.00	\$710.00
Doo-Wah Riders	\$1,260.00	\$1,510.00	\$1,760.00	\$1,860.00
Dr. Craig Woodson	\$760.00	\$1,060.00	\$1,310.00	\$860.00
Edutainment Arts -Theatre Through the Ages	\$560.00	\$785.00	\$1,010.00	N/A
Edutainment Arts- Bug Movie	\$560.00	\$785.00	\$1,010.00	N/A
Edutainment Arts- Icky Yucky Gross Bug Show	\$435.00	\$660.00	\$885.00	\$435.00
Edutainment Arts- Science Magic	\$435.00	\$660.00	\$885.00	\$435.00
Edutainment Arts- Endangered Species	\$435.00	\$660.00	\$885.00	\$435.00
Festival Ballet	\$810.00	\$1,035.00	\$1,260.00	\$1,310.00
Fiddling with History	\$410.00	\$610.00	\$810.00	\$410.00
Goin' South Band	N/A	\$1,260.00	\$1,510.00	\$1,610.00
Got Rhythm!	\$1,435.00	\$1,635.00	\$2,085.00	\$1,785.00
Imagination Machine	\$685.00	\$935.00	\$1,185.00	N/A
Island Inspirations	\$710.00	\$960.00	\$1,210.00	\$710.00
Izzi Tooinsky	\$545.00	\$745.00	\$945.00	\$545.00
Jacque Nunez	\$610.00	\$835.00	\$1,060.00	\$960.00

Jake Moulton	\$610.00	\$810.00	\$1,010.00	\$710.00
Japanese Festival Sounds	N/A	\$785.00	\$985.00	\$785.00
Jim Cogan	\$610.00	\$810.00	\$960.00	\$610.00
Jim Gamble - Carnival of the Animals	\$660.00	\$860.00	\$1,060.00	\$760.00
Jim Gamble - The Nutcracker	\$660.00	\$860.00	\$1,060.00	\$760.00
Jim Gamble - Peter and the Wolf	\$660.00	\$860.00	\$1,060.00	\$760.00
Jim Gamble- Tales of the Ashanti	\$860.00	\$1,060.00	\$1,260.00	\$1,060.00
Jim Gamble- Hansel and Gretel	\$860.00	\$1,060.00	\$1,260.00	\$1,060.00
Jim Gamble - Myths of the Aztecs	\$860.00	\$1,060.00	\$1,260.00	\$1,060.00
John and Juan	\$635.00	\$835.00	\$1,060.00	\$660.00
John Zeretzke	\$660.00	\$760.00	\$910.00	N/A
Judy Carmichael	\$560.00	\$785.00	\$1,010.00	N/A
Korean Classical Music and Dance	\$660.00	\$1,110.00	\$1,410.00	\$760.00
L.A. Troupe	\$760.00	\$1,010.00	\$1,260.00	\$760.00
Marcus Miller Freedom Jazz Movement	\$1,110.00	\$1,560.00	\$1,810.00	\$1,685.00
Michael Katz	\$610.00	\$810.00	\$1,010.00	\$810.00
Moscow Nights	\$1,060.00	\$1,910.00	\$2,610.00	\$2,110.00
Music Born in America	\$660.00	\$760.00	\$960.00	\$760.00
Pacific Trio	\$760.00	\$1,010.00	\$1,260.00	\$760.00
Paul Morse Productions	\$585.00	\$760.00	\$960.00	\$660.00
Paul Tracey	\$435.00	\$635.00	\$860.00	\$435.00
Perfect Gentlemen	\$910.00	\$1,160.00	\$1,360.00	\$1,160.00
Puppets & Players Little Theatre	\$510.00	\$710.00	\$910.00	\$510.00
Ramya Harishankar	\$460.00	\$685.00	\$910.00	\$610.00
Razzle Bam Boom	\$750.00	\$990.00	\$1,195.00	\$750.00
Rochel Garner Coleman	\$560.00	\$785.00	\$1,010.00	N/A
Rogue Artists Ensemble	\$760.00	\$960.00	\$1,160.00	\$860.00
Southland Opera	\$660.00	\$1,110.00	\$1,610.00	\$1,110.00
Street Beat	\$735.00	\$1,060.00	\$1,410.00	\$885.00
Studio Zanni	\$910.00	\$1,110.00	\$1,310.00	\$910.00
Swazzle	\$710.00	\$1,110.00	\$1,360.00	\$1,610.00
Ten West	\$1,010.00	\$1,210.00	\$1,310.00	\$1,610.00
TRI!	\$410.00	\$635.00	\$860.00	\$410.00
Victoria Burnett	\$610.00	\$885.00	\$1,110.00	N/A
Vybration	\$1,210.00	\$1,410.00	\$1,610.00	\$1,610.00
Waters Edge Theatre	\$660.00	\$860.00	\$1,060.00	N/A
We Tell Stories	\$685.00	\$885.00	\$1,085.00	\$735.00
Will and Company	\$760.00	\$1,060.00	\$1,360.00	\$910.00
Zak Morgan	\$660.00	\$960.00	\$1,260.00	\$860.00



2011-2012 Arts Teach Workshop Fees

Artist Group - Workshops	First Workshop	Additional Workshops	Material Fees
Abalaye African Dance Ensemble	\$200.00	\$150.00	\$0.00
Aman Dance Educators	\$200.00	\$150.00	\$0.00
Andrew Grueschow	\$175.00	\$150.00	\$0.00
Arte Flamenco Dance Theatre	\$300.00	\$175.00	\$0.00
Arte Flamenco Dance Theatre w/ Musician	\$450.00	\$250.00	\$0.00
Asha's Baba	\$200.00	\$200.00	\$0.00
Backhausdance	\$310.00	\$260.00	\$0.00
Catch Me Bird	\$200.00	\$150.00	\$0.00
Chameleons	\$200.00	\$150.00	\$0.00
Cynthia McGarity	\$200.00	\$150.00	\$0.00
David Prather	\$200.00	\$150.00	\$0.00
Dr. Craig Woodson	\$275.00	\$250.00	\$2.50
Eiko Amano	\$200.00	\$150.00	\$3.00
Ellen Schulze	\$185.00	\$185.00	\$2.00
Ernesto Salcedo	\$200.00	\$150.00	\$0.00
Italian Street Painters	\$200.00	\$200.00	\$2.00
Izzi Tooinsky	\$175.00	\$175.00	\$3.00
Jacque Nunez-Sticks & Acorn	\$225.00	\$200.00	\$2.00
Jacque Nunez - Clapper Sticks	\$225.00	\$200.00	\$2.50
Jacque Nunez - Basket Weaving	\$250.00	\$225.00	\$3.00
Jim Cogan	\$200.00	\$175.00	\$0.00
John Zeretzke	\$200.00	\$150.00	\$0.00
L.A. Troupe	\$200.00	\$150.00	\$0.00
Living History in the Classroom	\$450.00	\$400.00	\$0.00
Maire Clerkin	\$200.00	\$150.00	\$0.00
Malik Sow	\$200.00	\$150.00	\$0.00
Melanie Van Latum	N/A	N/A	\$0.00
Music Born in America	\$200.00	\$150.00	\$0.00
Music Born in America - Musical Spoons	\$200.00	\$150.00	\$2.00
Peggy Hasegawa - Origami	\$200.00	\$150.00	\$1.00
Peggy Hasegawa - Handmade Paper	\$200.00	\$150.00	\$2.00
Peter Kors	\$200.00	\$150.00	\$0.00
Puppets and Players Little Theatre	\$200.00	\$175.00	\$2.50
Ramya Harishankar	\$200.00	\$150.00	\$0.00
Southland Opera	\$200.00	\$150.00	\$0.00
Waters Edge Theatre	\$225.00	\$175.00	\$0.00
We Tell Stories	\$150.00	\$150.00	\$0.00
Zak Morgan	\$225.00	\$200.00	\$0.00

CONTRACTOR'S NAME: CASBO

CONTRACT No. 11011139



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and CASBO 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:** Staff training regarding ASB accounting procedures

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on May 11, 2011, and will diligently perform as required and complete performance by June 30, 2011.

CONTRACTOR'S NAME: CASBO CONTRACT No. I1011139

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Four-thousand five-hundred Dollars (\$ 4,500.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: N/A

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: Handouts, shipping cost for handouts and travel expenses

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in 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 its 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: Handouts

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 ten (10) 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 ten (10) 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 charges 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 (3) 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 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 any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT 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) 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 the 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 the actual start date, 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 governing board, officers, agents and employees as additional insureds 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 the 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 supersede 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, ethnicity, religion, nationality, disability, gender, marital status or age 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 services 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:

Terry Fluent, Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR:

CASBO
1001 K Street, 5th Floor
Sacramento, CA 95814

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.

CONTRACTOR'S NAME: CASBO CONTRACT No. I1011139

21. 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.

22. Governing Law: The terms and conditions of the 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.

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

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>N/A</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 10th DAY OF May, 2011.

Capistrano Unified School District
Name of District

CASBO
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

May 9, 2011
Board Approval Date

Taxpayer Identification Number

Anderson, Lougene

From: Lebs, Ron
Sent: Friday, February 25, 2011 11:15 AM
To: Anderson, Lougene
Cc: Hatchel, Julie; Brentlinger, Jodee; Pitman, Kristofer R.
Subject: FW: CASBO ASB Accounting onsite workshop

Lougene - We need to schedule a couple of dates this spring for this training. The training should involve Activities Directors, ASB Bookkeepers, possibly some principals and key staff members. Can you put this on the next Ex-Tri and ask Kris P. to attend so we can brainstorm this and develop a plan. Also, I will put it on Hep Cats for next week.

From: Erika Sizemore [mailto:erika@casbo.org]
Sent: Thursday, February 10, 2011 5:23 PM
To: Lebs, Ron
Cc: Molly McGee Hewitt
Subject: CASBO ASB Accounting onsite workshop

Hello Ron,

It was a pleasure speaking with you this afternoon! Below is the information about hosting a CASBO ASB Accounting onsite workshop that I promised.

\$2,300 for 1-25 people in attendance
\$2,900 for 26-50 people
\$3,500 for 51-75 people
\$3,900 for 76+ people
TBD per handout fee (one handout per person in attendance)
TBD shipping charge (for handouts)
\$500-800 estimated presenter travel expenses

As we discussed, you are welcome to print the handouts yourself to avoid the per handout fee and shipping charge.

Once you have some potential dates in mind, please reply to me and I'll talk with the presenter to confirm. In the meantime, please let me know if you have any questions.

Have a wonderful evening!

Thank you,

erika sizemore
Professional Development Coordinator
CASBO
1001 K Street, 5th Floor
Sacramento, CA 95814
916/447.3783 ext. 2252
916/447.8990 fax

Exhibit A

CONTRACTOR'S NAME: D.R. McNatty & Associates, Inc. CONTRACT No. 11011144



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and D.R. McNatty & Associates, Inc. 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:** Implementation support and training for Oracle Primavera contract management software program for public works projects.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on May 10, 2011, and will diligently perform as required and complete performance by May 9, 2012.

CONTRACTOR'S NAME: D.R. McNatty & Associates, Inc. CONTRACT No. I1011144

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Exhibit A

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: None

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in 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 its 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: None

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 ten (10) 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 ten (10) 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 charges 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 (3) 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 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 any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT 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) 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 the 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 the actual start date, 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 governing board, officers, agents and employees as additional insureds 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 the 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 supersede 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, ethnicity, religion, nationality, disability, gender, marital status or age 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 services 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:

Terry Fluent, Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR:

D.R. McNatty & Associates, Inc.
26300 La Alameda, Suite 260
Mission Viejo, CA 92691

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.

CONTRACTOR'S NAME: D.R. McNatty & Associates, Inc. CONTRACT No. I1011144

21. **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.

22. **Governing Law:** The terms and conditions of the 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.

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

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>None</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 10th DAY OF May, 2011.

Capistrano Unified School District
Name of District

D.R. McNatty & Associates, Inc.
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

May 9, 2011

Board Approval Date

Taxpayer Identification Number

Exhibit A

Lawing, Korin C.

From: Ben Lee <blee@drmcnatty.com>
Sent: Wednesday, April 20, 2011 2:20 PM
To: Lawing, Korin C.
Cc: Eden, Walt S.; Fluent, Terry; Rowles, Randall L.; Arthur Napurano; Brian Criss
Subject: Re: CAPOUSD - Available Implementation Hours

Korin,

Implementation consulting is provided at \$175/hour.

Training is provided at \$225/hour.

Let us know if you would like us to send you a proposal for followup work as well as the amount of hours you would like to make available. Thank you.

Benjamin Lee | Implementation Consultant | **D. R. McNatty & Associates, Inc.**
Phone: +1 949 367 7993 | Fax: +1 949 367 7999
Technology for Managing Projects since 1989
Oracle-Primavera | Hard Dollar | Synchro | Ecosys
26300 La Alameda | Suite 260 | Mission Viejo, CA 92691
Offices in California and New York
www.drmcnatty.com

----- Original Message -----

From: "Korin C. Lawing" <kclawing@capousd.org>
To: "Ben Lee" <blee@drmcnatty.com>
Cc: "Walt S. Eden" <WSEDEN@capousd.org>, "Terry Fluent" <TFLUENT@capousd.org>, "Randall L. Rowles" <RLROWLES@capousd.org>
Sent: Wednesday, April 20, 2011 2:25:57 PM GMT -08:00 US/Canada Pacific
Subject: RE: CAPOUSD - Available Implementation Hours

Hi Ben,

Please provide me with the hourly cost for additional follow up consulting hours.

Thank you,
Korin

From: Ben Lee [mailto:blee@drmcnatty.com]
Sent: Wednesday, April 20, 2011 12:56 PM
To: Eden, Walt S.; Fluent, Terry; Lawing, Korin C.
Cc: Carol Sanchez; Brian Criss
Subject: CAPOUSD - Available Implementation Hours



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Instructional Support Services, Inc. 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:** Presentation about positive discipline for parent involvement program at Marco Forster Middle School.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on May 10, 2011, and will diligently perform as required and complete performance by June 30, 2011.

CONTRACTOR'S NAME: Instructional Support Services, Inc. CONTRACT No. 11011142

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Three-thousand two-hundred fifty dollars and no cents Dollars (\$ 3,250.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Exhibit A

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: Travel expenses

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in 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 its 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: 2 6-8 foot display tables and 1 overhead projector

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

CONTRACTOR'S NAME: Instructional Support Services, Inc. **CONTRACT No.** I1011142

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 ten (10) 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 ten (10) 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 charges 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 (3) 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 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 any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT 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) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

CONTRACTOR'S NAME: Instructional Support Services, Inc. **CONTRACT No.** 11011142

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the 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 the actual start date, 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 governing board, officers, agents and employees as additional insureds 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 the 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 supersede 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, ethnicity, religion, nationality, disability, gender, marital status or age 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 services 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:

Terry Fluent, Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR:

Instructional Support Services, Inc.
1709 Father Sky Ct. NE
Albuquerque, NM 87112-4815

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.

CONTRACTOR'S NAME: Instructional Support Services, Inc. CONTRACT No. I1011142

21. 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.

22. Governing Law: The terms and conditions of the 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.

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

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>N/A</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 10th DAY OF May, 2011.

Capistrano Unified School District

Name of District

Instructional Support Services, Inc.

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

Title

May 9, 2011

Board Approval Date

Taxpayer Identification Number

Professional Services Agreement

This agreement between Marco Forster Middle School, San Juan Capistrano, CA, and Dr. Jane Bluestein, doing business as Instructional Support Services, Inc., confirms that Dr. Bluestein has been requested to present an evening presentation for parents (and educators) on Thursday, May 26, 2011.

For these services Marco Forster Middle School agrees to pay Dr. Bluestein a discounted Speaker's Fee of \$2500, plus an additional \$750 for travel expenses related to this event. Marco Forster Middle School will also provide will also provide 2 long (6' - 8') display table for display of books and other materials.

Following Dr. Bluestein's presentation, an invoice will be provided, along with receipts for reimbursement if needed, billing Marco Forster Middle School for Dr. Bluestein's speaker's fee and travel expenses. Any payments made before or at the time of the presentation will be reflected on this invoice. If some agency other than Marco Forster Middle School should be billed, please let us know how billing should be handled before the presentation takes place.

In case of cancellation of the presentation by Marco Forster Middle School the following policy shall obtain: Cancellation 120 days prior to the scheduled day shall incur a cancellation fee equal to 33% of the Speaker's Fee to be paid to the consultant. Cancellation within 90 days of the date shall incur a cancellation fee of 50% of the honorarium to be paid to the consultant. If the consultant is rescheduled within 30 days of the original date, cancellation fees shall be waived.

A set of handout originals will be provided at no additional charge for each session presented. All materials provided by the consultant to Marco Forster Middle School are the sole property of the consultant and the consultant retains all copyright privileges of said materials. Consultant will be permitted to display and take orders for related materials at this event.

Jane Bluestein, Ph.D.
President, Instructional Support Services, Inc.

Date

Contractor, Marco Forster Middle School

Date

Print Name and Position

Exhibit A

CONTRACTOR'S NAME: Kern County Superintendent of Schools CONTRACT No. C1011141



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Kern County Superintendent of Schools 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:** Labor compliance program
monitoring and related services per Exhibit A.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on May 10, 2011, and will diligently perform as required and complete performance by June 30, 2013.

CONTRACTOR'S NAME: Kern County Superintendent of Schools **CONTRACT No.** C1011141

3. Compensation: DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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 in 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 its 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 ten (10) 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 ten (10) 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 charges 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 (3) 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 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 any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT 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) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

CONTRACTOR'S NAME: Kern County Superintendent of Schools **CONTRACT No.** C1011141

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the 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 the actual start date, 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 governing board, officers, agents and employees as additional insureds 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 the 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 supersede any prior or

CONTRACTOR'S NAME: Kern County Superintendent of Schools **CONTRACT No.** C1011141

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, ethnicity, religion, nationality, disability, gender, marital status or age 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 services 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:

Terry Fluent, Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR:

Kern County Superintendent of Schools
1300 17th Street, City Centre
Bakersfield, CA 93301

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.

CONTRACTOR'S NAME: Kern County Superintendent of Schools CONTRACT No. C1011141

21. **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.

22. **Governing Law:** The terms and conditions of the 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.

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

a. Exhibit	A	<u>Scope of Service</u>
b. Exhibit	B	<u>Fee Schedule</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 10th DAY OF May, 2011.

Capistrano Unified School District
Name of District

Kern County Superintendent of Schools
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

May 9, 2011
Board Approval Date

Taxpayer Identification Number

Labor Compliance Program Services (LCP)

Full LCP Services

District project "Start-up"

- Determine proper prevailing wages for project and provide "site" copies
- Obtain documentation of proper "noticing" to potential Bidders
- Assist with proper "noticing" to the State (LCP Project)

Conduct Pre-Construction meeting with contractor(s)

- Review Prevailing Wage/Public Works/LCP requirements (Labor Law Checklist)
- Collect and review required public works forms for each contractor
 - Labor Law Checklist (Attachment A)
 - Authorization to certify form
 - Fringe Benefit forms
 - DAS 140 form

Review and audit of certified payroll records (CPR) for proper prevailing wage requirements per Labor Code section 1776

- Collect CPR's from CM / Contractors (per LCP requirements - not less than weekly)
- Verify for correct rates and listed classifications per CPR's & Fringe
- Verify CPR's are submitted in proper form (per LC 1776)
- Verify Apprentice Classification (if listed)
 - State Website
 - DAS 1 records
- Verify Training Fund Payments
 - CAC 2 Report or Trust Statement (as necessary)
- Maintain CPR's in a project folder for each Contractor
 - Return to District at end of project, for archiving.

Communicate, on District's behalf, with contractors to correct detected "potential" CPR, classification or prevailing wage payment violations (within 10 days)

Recommend appropriate action to be taken by the District when payroll records are delinquent or inadequate and/or Labor Code violations are detected and not voluntarily corrected within 10 days of detection.

- District required to delay payments when payroll forms are delinquent or inadequate. (Labor Code Section 1771.5(b)(5))

Conduct Investigations for Labor Code Violations

- DLSE (Division of Labor Standards Enforcement)
 - Calculate and recommend forfeitures for back wages and penalty assessments
 - Provide detailed "Audit Results"
 - Provide investigation reports
 - Provide contractor response to alleged violation
 - Provide affected contractor with "Notice of Deadlines" (Attachment C)
 - Provide "Proof of Service" on affected contractor
- DAS
 - Report "Apprentice Program" violations (DAS 210)
 - Provide investigation reports
 - Improper or no training program notification (DAS 140)
 - Training Fund non-payment or underpayment
 - Ratio Issues at end of project

Follow-up with the approval of forfeiture of back wages and penalties (DLSE)

Exhibit A

Provide "Notice of Withholding" (Attachment D) and due process procedures to affected contractor

Participate in Appeals process, if required

Issue "Notice of Transmittal" to State Legal Unit (Attachment E)

Issue "Notice of Opportunity to Review Evidence" to affected contractor

Attend State hearing

Testify and provide evidence, as required

Facilitate payment of backwages to affected workers

Facilitate payment of assessed penalties to the school district

District keeps penalties, if no State involvement (100%)

Split penalties 50/50 with State, if case goes to a "Hearing"

File Annual Report with DIR

Report District's utilizing LCP's

Report Enforcement Activity associated with DLSE

Report Enforcement Activity associated with DAS

Conduct mandatory "weekly" site visits/inspections

Respond to "requests for payroll forms" and prevailing wage payment information from Labor Groups

All other aspects of a Public Works Project are the responsibility of the District.

New Construction

50/50

KCSOS Labor Compliance Program

100 % Allowable OPSC fee calculator

District: San Juan Capistrano Unified
Project: Performing Arts Center

LCP Project:

12,000,000	1,000,000	16,000	16,000	16,000.00
11,000,000	1,000,000	1.60%	16,000	16,000.00
10,000,000	1,000,000	0.25%	2,500	2,500.00
9,000,000	1,000,000	0.15%	1,500	1,500.00
8,000,000	2,000,000	0.32%	6,400	6,400.00
6,000,000	2,000,000	0.31%	6,200	6,200.00
4,000,000	5,000,000	0.46%	23,000	18,400.00
-	5,000,000	0.44%	22,000	-
-	30,000,000	0.42%	126,000	-
-	-	0.4%	-	-
Total of OPSC "Not to Exceed Calculation"				67,000.00
50% District Share				33,500.00
50% State Grant				33,500.00

Total

67,000.00

Monthly

2,481.48 (27 month Pjt)
1 month project set-up
24 months construction
2 months project closeout

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
BID NO. 1011-13
BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	*A & R Wholesale Distributors Inc.	Est. Yr. Usage Summary	Campus Foods, Inc.	Est. Yr. Usage Summary
1.	Apple Splash 100% Juice Pouch	Capri Sun			337 cases	40 units per case @ 6.75 oz per unit	Case	\$9.45	\$3,184.65	\$11.50	\$3,875.50
2.	Berry Breeze 100% Juice Pouch	Capri Sun			635 cases	40 units per case @ 6.75 oz per unit	Case	\$9.45	\$6,000.75	\$11.50	\$7,302.50
3.	Fruit Dive 100% Juice Pouch	Capri Sun			580 cases	40 units per case @ 6.75 oz per unit	Case	\$9.45	\$5,481.00	\$11.50	\$6,670.00
4.	Rips Juice, Kiwi Strawberry 100% Juice Pouch	Cool Tropics			525 cases	60 units per case @ 4 oz per unit	Case	\$23.88	\$12,537.00	\$25.00	\$13,125.00
5.	Rips Juice, Blue Razz 100% Juice Pouch	Cool Tropics			762 cases	60 units per case @ 4 oz per unit	Case	\$23.88	\$18,196.56	\$25.00	\$19,050.00
6.	Fruit 66 - All Flavors Cans	Fruit 66			2,453 cases	24 units per case @ 8 oz per unit	Case	\$10.88	\$26,688.64	\$12.05	\$29,558.65

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7.	Gatorade - All Flavors Plastic Bottle	Pepsi			2,203 cases	48 units per case @ 12 oz per unit	Case	\$22.20	\$48,906.60	\$22.80	\$50,228.40
8.	Gatorade - All Flavors Plastic Bottle	Pepsi			11,925 cases	24 units per case @ 20 oz per unit	Case	\$16.39	\$195,450.75	\$16.00	\$190,800.00
9.	Izze Sparkling 100% Juice Can	Izze			3,747 cases	24 units per case @ 8.4 oz per unit	Case	\$12.47	\$46,725.09	\$12.70	\$47,586.90
10.	Apple Juice 100% Juice Box	Apple & Eve			2,240 units = 56 cases	40 units per case @ 4.23 oz per unit	Case	\$8.17/cs \$0.1856 8/unit	\$415.74	\$8.15 \$0.2037/unit	\$456.29
11.	Fruit Punch 100% Juice Pouch	HC Plus			580 cases	72 units per case @ 4 oz per unit	Case	\$13.79		NO BID	
12.	Milk, Chocolate Shelf Stable - Aseptic Box	Team Blitz			454 cases	48 units per case @ 8.5 oz per unit	Case	\$11.44		NO BID	

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS

BID NO. 1011-13

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13.	Milk, Vanilla Shelf Stable - Aseptic Box	Team Blitz			237 cases	48 units per case @ 8.5 oz per unit	Case	\$11.44		NO BID	
14.	Water, Bottled Sport-cap	Arrowhead			7,858 cases	24 units per case @ 23.7 oz per	Case	\$5.65	\$44,397.70	\$5.60	\$44,004.80
15.	Water, Bottled	Nestle			337 cases	24 units per case @ 16.9 oz per	Case	\$3.39	\$1,142.43	\$3.35	\$1,128.95
16.	Water, Bottled	Nestle			2,011 cases	48 units per case @ 8 oz per unit	Case	\$6.25	\$12,568.75	\$6.00	\$12,066.00
17.	Juice, 100% All Flavors Can	Welchs			492 cases	24 units per case @ 11.5 oz per	Case	\$12.39	\$6,095.88	\$15.25	\$7,503.00
18.	Chex Mix, Hot & Spicy Bag	General Mills			165 cases	60 units per case @ 1.75 oz per	Case	\$20.65	\$3,407.25	\$21.50	\$3,547.50
19.	Chex Mix, Traditional Bag	General Mills			390 cases	60 units per case @ 1.75 oz per	Case	\$20.65	\$8,053.50	\$21.50	\$8,385.00
20.	Corn Nuts, BBQ Bag	Kraft			39 cases	144 units per case @ 1.4 oz per	Case	\$39.99	\$1,559.61	\$45.75	\$1,784.25

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS

BID NO. 1011-13

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21.	Corn Nuts, Chili Picante Bag	Kraft			25 cases	144 units per case @ 1.4 oz per	Case	\$39.99	\$999.75	\$45.75	\$1,143.75
22.	Corn Nuts, Ranch Bag	Kraft			100 cases	144 units per case @ 1.4 oz per	Case	\$39.99	\$3,999.00	\$45.75	\$4,575.00
23.	Cheetos, Baked Crunch Bag	Frito Lay			5 cases	64 units per case @ 1.5 oz per unit	Case	\$22.92	\$114.60	\$24.95	\$124.75
24.	Cheetos, Baked Hot Bag	Frito Lay			2,478 cases	64 units per case @ 1.5 oz per unit	Case	\$22.92	\$56,795.76	\$24.95	\$61,826.10
25.	Cheetos, Flamin Hot	Frito Lay			295 cases	104 units per case @ 1 oz per	Case	\$23.72	\$6,997.40	\$24.70	\$7,286.50
26.	Doritos, Baked Nacho Bag	Frito Lay			1152 16 cases = 1152 units	72 units per case @ 1.375 oz per unit	Case			\$17.10 \$0.2375	\$273.60
					1,152 units	88 units per case @ 1.375 oz per unit	Case	\$20.06/CS \$0.2279/unit	\$262.54		

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27.	Doritos, Reduced Fat Bag	Frito Lay			289 cases	72 units per case @ 1.5 oz per unit	Case	\$16.42	\$4,745.38	\$17.10	\$4,941.90
28.	Doritos, Reduced Fat, Cool Ranch Bag	Frito Lay			154 cases	72 units per case @ 1.0 oz per unit	Case	\$16.42	\$2,528.68	\$17.10	\$2,633.40
29.	Doritos, Reduced Fat Sweet Chili Bag	Frito Lay			143 cases	72 units per case @ 1.0 oz per unit	Case	\$16.42	\$2,348.06	\$17.10	\$2,445.30
30.	Lays, Baked BBQ Bag	Frito Lay			370 cases	64 units per case @ 1.125 oz per unit	Case	\$22.92	\$8,480.40	\$24.95	\$9,231.50
31.	Lays, Baked Regular Bag	Frito Lay			1 cases	64 units per case @ 1.125 oz per unit	Case	\$22.92	\$22.92	\$24.95	\$24.95
32.	Lays, Baked South Western Bag	Frito Lay			46 cases	64 units per case @ 1.125 oz per unit	Case	\$22.92	\$1,054.32	\$24.95	\$1,147.70
33.	Ruffles, Baked Cheddar Sour Cream Bag	Frito lay			624 cases	64 units per case @ 1.125 oz per unit	Case	\$22.92	\$14,302.08	\$24.95	\$15,568.80

CAPISTRANO UNIFIED SCHOOL DISTRICT
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34.	Munchies, Hot Mix Bag	Frito Lay			17 cases	64 units per case @ 2.0 oz per unit	Case	\$22.92	\$389.64	\$24.95	\$424.15
35.	Munchies, Flamin Hot Mix Bag	Frito Lay			57 cases	104 units per case @ 1 oz per	Case	\$23.72	\$1,352.04	\$24.70	\$1,407.90
36.	Quaker Baked Ultimate Cheddar Bag	Frito Lay			215 cases	64 units per case @ 1.75 oz per	Case	\$20.90	\$4,493.50	\$24.95	\$5,364.25
37.	Pretzel, Rolled Gold Bag	Frito lay			227 cases	64 units per case @ 2 oz per unit	Case	\$22.92	\$5,202.84	\$24.95	\$5,663.65
38.	Pretzel, Tiny Twist Bag	Frito Lay			8 cases	88 units per case @ 1 oz per unit	Case	\$20.06	\$160.48	\$20.90	\$167.20
39.	Pretzel, Buttery Bag	Snak Club			300 cases	200 units per case @ .75 oz per	Case			NO BID	
			Snyders		cases	88 units per case @ .9 oz per case	Case	\$15.29			
40.	Fantastix, Chili Cheese Bag	Frito Lay			43 cases	104 units per case @ 1 oz per	Case	\$23.72	\$1,019.96	\$24.70	\$1,062.10

CAPISTRANO UNIFIED SCHOOL DISTRICT
SNACK AND BEVERAGE PRODUCTS
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41.	Tostitos Scoop, Bakes Bag	Frito Lay			630 cases	72 units per case @ .875 oz per	Case	\$16.42	\$10,344.60	\$17.10	\$10,773.00
42.	Fritos, Corn Chips Bag	Frito Lay			315 cases	120 units per case @ .75 oz per	Case	\$14.94	\$4,706.10	\$16.10	\$5,071.50
43.	Popcorn, Kettlecorn Bag	Jonny Rapp's			250 cases	90 units per case @ 1 oz per unit	Case	\$19.97		NO BID	
44.	Popcorn, Kettlecorn Bag	Indiana			231 cases	48 units per case @ 1 oz per unit	Case	\$16.68	\$3,853.08	\$15.25	\$3,522.75
45.	Popcorn, Low Fat Fresh Bag	Cal Snack			424 cases	24 units per case @ 1.25 oz per	Case	\$4.98	\$2,111.52	\$6.40	\$2,713.60
46.	Popcorn, Sweet & Tangy BBQ Kettlecorn	Indiana			250 cases	48 units per case @ 1 oz per unit	Case	\$16.68		NO BID	
47.	Chicharinas, Chili Lime Bag	Rudolp hs			154 cases	40 units per case @ 1 oz per unit	Case	NO BID		\$18.75	
48.	Lava Bites, Whole Grain Bag	MJM			108 cases	60 units per case @ 1.5 oz per unit	Case	\$20.45	\$2,208.60	\$23.40	\$2,527.20

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SNACK AND BEVERAGE PRODUCTS

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49.	V8V.Fusion 100% Juice Can Flavor: Pomgranate	Campbell			520 cases	24 units per case @ 8.0 oz per unit	Case	\$14.46	\$7,519.20	\$16.40	\$8,528.00
50.	V8V.Fusion 100% Juice Can Flavor: Pomgranate	Campbell			520 cases	24 units per case @ 8.0 oz per unit	Case	\$14.46	\$7,519.20	\$16.40	\$8,528.00
51.	V8 100% Vegetable Juice Can	Campbell			480 cases = 480 units	24 units per case @ 5.5 oz per unit	Case	\$11.92/cs \$0.49666/can		12.50/CS \$0.5208/can	\$249.98
						24 units per case @ 11.5 oz 48 units per case @ 5.5 oz		\$23.98/cs \$0.4995/can	\$239.95		
Total extended price										\$594,583.51	\$614,299.27

*** Recommended Vendor - A & R Wholesale, Inc .**

Alternate Brand Product will require a sample, specifications and nutrient analysis be sent to the Food Service Director. Upon evaluation, the Food Service Director will be the sole judge as to whether such alternate products are acceptable to the District.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

- A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Snack and Beverage Products

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
1.	00969	Apple Splash 100% Juice Pouch	Capri Sun			337 cases	40 units per case @ 6.75 oz per unit	Case	945
2.	00970	Berry Breeze 100% Juice Pouch	Capri Sun			635 cases	40 units per case @ 6.75 oz per unit	Case	945
3.	00971	Fruit Dive 100% Juice Pouch	Capri Sun			580 cases	40 units per case @ 6.75 oz per unit	Case	945
4.	12002	Rips Juice, Kiwi Strawberry 100% Juice Pouch	Cool Tropics			525 cases	60 units per case @ 4 oz per unit	Case	23 ⁸⁸

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
5.	12001	Rips Juice, Blue Razz 100% Juice Pouch	Cool Tropics			762 cases	60 units per case @ 4 oz per unit	Case	23 ⁸⁸ -
6.		Fruit 66 - All Flavors Can	Fruit 66	SWITCH	SEE LIST	2,453 cases	24 units per case @ 8 oz per unit	Case	10 ⁸⁸ + CRV
7.	SEE LIST	Gatorade - All Flavors Plastic Bottle	Pepsi			2,203 cases	48 units per case @ 12 oz per unit	Case	22 ²⁰ + CRV
8.	SEE LIST	Gatorade - All Flavors Plastic Bottle	Pepsi			11,925 cases	24 units per case @ 20 oz per unit	Case	16 ³⁹ + CRV
9.	SEE LIST	Izze Sparkling 100% Juice Can	Izze			3,747 cases	24 units per case @ 8.4 oz per unit	Case	12 ⁴⁷ + CRV
10.		Apple Juice 100% Juice Box	Apple & Eve	JUICE BOX	SEE LIST	56 cases	40 units per case @ 4.23 oz per unit 44/CT	Case	8 ¹⁷ -
11.	SEE LIST	Fruit Punch 100% Juice Pouch	HC Plus			580 cases	72 units per case @ 4 oz per unit	Case	13 ⁷⁹ -

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
12.	83101	Milk, Chocolate Shelf Stable Aseptic Box	Team Blitz			454 cases	48 units per case @ 8.5 oz per unit	Case	11 ⁴⁴
13.	64010	Milk, Vanilla Shelf Stable Aseptic Box	Team Blitz			237 cases	48 units per case @ 8.5 oz per unit	Case	11 ⁴⁴
14.	005611	Water, Bottled Sport-cap	Arrow head			7,858 cases	24 units per case @ 23.7 oz per unit	Case	5 ⁶⁵ +CRV
15.	005608	Water, Bottled	Nestle			337 cases	24 units per case @ 16.9 oz per unit	Case	3 ³⁹ +CRV
16.	005656	Water, Bottled	Nestle			2,011 cases	48 units per case @ 8 oz per unit	Case	6 ²⁵ +CRV
17.	SEE LIST	Juice, 100% All Flavors Can	Welchs			492 cases	24 units per case @ 11.5 oz per unit	Case	12 ³⁹ +CRV
				JUICE BOWL	SEE LIST				11 ⁷⁹ +CRV
18.	11609	Chex Mix, Hot & Spicy Bag	General Mills			165 cases	60 units per case @ 1.75 oz per unit	Case	20 ⁶⁵

A&R WHOLESALE DISTRIBUTORS INC

Snack and Beverage Products
 Bid No. 1011-13

Company Name

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
19.	11603	Chex Mix, Traditional Bag	General Mills			390 cases	60 units per case @ 1.75 oz per unit	Case	20 ⁶⁵
20.	080700	Corn Nuts, BBQ Bag	Kraft			39 cases	144 units per case @ 1.4 oz per unit	Case	39 ⁹⁹
21.	080702	Corn Nuts, Chili Picante Bag	Kraft			25 cases	144 units per case @ 1.4 oz per unit	Case	39 ⁹⁹
22.	080710	Corn Nuts, Ranch Bag	Kraft			100 cases	144 units per case @ 1.4 oz per unit	Case	39 ⁹⁹
23.	080392	Cheetos, Baked Crunch Bag	Frito Lay			5 cases	64 units per case @ 1.5 oz per unit	Case	22 ⁹²
24.	080393	Cheetos, Baked Hot Bag	Frito Lay			2,478 cases	64 units per case @ 1.5 oz per unit	Case	22 ⁹²
25.	080440	Cheetos, Flamin Hot Bag	Frito Lay			295 cases	104 units per case @ 1 oz per unit	Case	23 ⁷²

Bid Form and Agreement
 Page 18

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
26.	080336	Doritos, Baked Nacho Bag	Frito Lay			16 cases	72 units per case @ 1.375 oz per unit 88/CT	Case	20 ⁰⁶
27.	080335	Doritos, Reduced Fat Bag	Frito Lay			289 cases	72 units per case @ 1.5 oz per unit	Case	16 ⁴²
28.	081091	Doritos, Reduced Fat, Cool Ranch Bag	Frito Lay			154 cases	72 units per case @ 1.0 oz per unit	Case	16 ⁴²
29.	49093	Doritos, Reduced Fat Sweet Chili Bag	Frito Lay			143 cases	72 units per case @ 1.0 oz per unit	Case	16 ⁴²
30.	080400	Lays, Baked BBQ Bag	Frito Lay			370 cases	64 units per case @ 1.125 oz per unit	Case	22 ⁹²
31.	080401	Lays, Baked Regular Bag	Frito Lay			1 case	64 units per case @ 1.125 oz per unit	Case	22 ⁹²
32.	49052	Lays, Baked South Western Bag	Frito Lay			46 cases	64 units per case @ 1.125 oz per unit	Case	22 ⁹²

Snack and Beverage Products
 Bid No. 1011-13

Company Name _____

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
33.	080391	Ruffles, Baked Cheddar Sour Cream Bag	Frito lay			624 cases	64 units per case @ 1.125 oz per unit	Case	22 ⁹²
34.	080333	Munchies, Hot Mix Bag	Frito Lay			17 cases	64 units per case @ 2.0 oz per unit	Case	22 ⁹²
35.	49091	Munchies, Flamin Hot Mix Bag	Frito Lay			57 cases	104 units per case @ 1 oz per unit	Case	23 ¹²
36.	080447	Quaker Baked Ultimate Cheddar Bag	Frito Lay			215 cases	64 units per case @ 1.75 oz per unit	Case	20 ⁹⁰
37.	080423	Pretzel, Rolled Gold Bag	Frito lay			227 cases	64 units per case @ 2 oz per unit	Case	22 ⁹²
38.	080456	Pretzel, Tiny Twist Bag	Frito Lay			8 cases	88 units per case @ 1 oz per unit	Case	20 ⁰⁴
39.	081808	Pretzel, Buttery Bag	Snak Club	Snyder's		300 cases	200 units per case @ .75 oz per unit 88/.9 oz	Case	15 ²⁹

Snack and Beverage Products
 Bid No. 1011-13

Company Name

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
40.	081092	Fantastix, Chili Cheese Bag	Frito Lay			43 cases	104 units per case @ 1 oz per unit	Case	23 ⁷²
41.	42537	Tostitos Scoop, Bakes Bag	Frito Lay			630 cases	72 units per case @ .875 oz per unit	Case	16 ⁴²
42.	080455	Fritos, Corn Chips Bag	Frito Lay			315 cases	120 units per case @ .75 oz per unit	Case	14 ⁹⁴
43.	20097	Popcorn, Kettlecorn Bag	Jonny Rapp's			250 cases	90 units per case @ 1 oz per unit	Case	19 ⁹⁷
44.	181975	Popcorn, Kettlecorn Bag	Indiana			231 cases	48 units per case @ 1 oz per unit	Case	16 ⁶⁸
45.	081510	Popcorn, Low Fat Fresh Bag	Cal Snack			424 cases	24 units per case @ 1.25 oz per unit	Case	4 ⁹⁸
46.	100182	Popcorn, Sweet & Tangy BBQ Kettlecorn Bag	Indiana			250 cases	48 units per case @ 1 oz per unit	Case	16 ⁶⁸

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
47.		Chicharinas, Chili Lime Bag	Rudolphs			154	40 units per case @ 1 oz per unit	Case	N/A
48.	888060	Lava Bites, Whole Grain Bag	MJM			108 cases	60 units per case @ 1.5 oz per unit		20 ⁴⁵
49.	18867	V8V.Fusion 100% Juice Can Flavor: Pomgranate	Campbell			520 cases	24 units per case @ 8.0 oz per unit		14 ⁴⁶ +CRV
50.	18866	V8V.Fusion 100% Juice Can Flavor: Strawberry-Banana	Campbell			520 cases	24 units per case @ 8.0 oz per unit 24/8 oz		14 ⁴⁶ +CRV
51.	00228 002300 TBD	V8 100% Vegetable Juice Can	Campbell			20 cases	24/11.5 oz 48/5.5 oz		11 ⁹² +CRV 23 ⁹⁸ +CRV

- B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.
- C. Bidder agrees to complete the delivery within 14 days after receipt of order.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign



A&R WHOLESALE DIST., INC.

5375 E. Hunter Ave, Anaheim CA 92807

(714) 777-7742 (714) 777-7085 (Fax)

CAPISTRANO SNACK BID 2011-2012

LINE #	CODE	DISCRIPTION
6	003129	Switch 100% Spklg Blk Cherry 24-8.3oz
6	003150	Switch 100% Spklg Fruit Pnch 24-8.3oz
6	003136	Switch 100% Spklg Grape 24-8.3oz
6	003211	Switch 100% Spklg Hardcore Apple 24-8.3oz
6	003174	Switch 100% Spklg Kiwi Berry 24-8.3oz
6	003198	Switch 100% Spklg Lemon Lime 24-8.3oz
6	003143	Switch 100% Spklg Orange Tangerine 24-8.3oz
6	003157	Switch 100% Spklg Wtrm-Strw 24-8.3oz

7	001477	Gatorade Berry 48-12oz bottle
7	12487	Gatorade Fruit Punch 48-12oz bottle
7	001480	Gatorade Ice Punch 48-12oz bottle
7	12485	Gatorade Lemon Lime 48-12oz bottle
7	12488	Gatorade Orange 48-12oz bottle

8	001443	Gatorade W/Mouth CoolBlue Rasp 24-20oz
8	20522	Gatorade W/Mouth Extremo Mango 24-20oz
8	001448	Gatorade W/Mouth Fierce Grape 24-20oz
8	001435	Gatorade W/Mouth Fruit Punch 24-20oz
8	20405	Gatorade W/Mouth G2 Fruit Punch 24-20 oz.
8	20804	Gatorade W/Mouth G-2 Vryt 24-20oz
8	32486	Gatorade W/Mouth Glac Freeze 24-20oz
8	001431	Gatorade W/Mouth LemonLime 24-20oz
8	001437	Gatorade W/Mouth Orange 24-20oz
8	001442	Gatorade W/Mouth Riptide Rush 24-20oz

9	13074	Izze Sparkling 100% Apple 24-8.4oz
9	13029	Izze Sparkling 100% Blk Bry 24-8.4oz
9	13050	Izze Sparkling 100% Clemnt Org 24-8.4oz
9	13043	Izze Sparkling 100% Grapefruit 24-8.4oz
9	01503	Izze Sparkling 100% Lemon 24-8.4oz
9	13081	Izze Sparkling 100% Pomegranate 24-8.4oz

10	90040	Juice Bowl 100% Apple 44-4.23oz
10	90039	Juice Bowl 100% Fruit Punch 44-4.23oz
10	90038	Juice Bowl 100% Orange Tangerine 44-4.23oz
10	90034	Juice Bowl 100% Strw-Kiwi 44-4.23oz

11	13630	HC+ 100% Apple Juice pouch 72-4oz
11	13631	HC+ 100% Grape Juice pouch 72-4oz
11	13632	HC+ 100% Fruit Punch pouch 72-4oz

17	90172	Juice Bowl 100% Blue Melonbry 24-11.5oz
17	90175	Juice Bowl 100% Fruit Punch 24-11.5oz
17	90176	Juice Bowl 100% Lemonade 24-11.5oz
17	90307	Juice Bowl 100% Org Pine 24-11.5oz
17	90179	Juice Bowl 100% Strw-Kiwi 24-11.5oz
17	002209	Welch's 100% Apple Juice 24-11.5oz
17	002212	Welch's 100% Grape Juice 24-11.5 oz.
17	002241	Welch's 100% Mountain Berry 24-11.5oz.
17	002211	Welch's 100% Orange Juice 24-11.5oz

Snack and Beverage Products
Bid No. 1011-13

Company Name _____

to DISTRICT all rights, title and interest in and to all causes of action it may have under § 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of CALIFORNIA and that RUSSELL ERWIN whose title is **KEY ACCOUNT MANAGER** authorized to act for and bind the corporation.

- F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

- G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

- H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:

☒ Yes, other public agencies may purchase from this Bid.
☐ No, other public agencies may not purchase from this Bid.

- I. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for one year: 1 option granted ☐ option not granted

MUTUALLY AGREED EXTENSION

Extension option for a second year: 1 option granted ☐ option not granted

MUTUALLY AGREED EXTENSION

- J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

- K. I, Russell Erwin the **KEY ACCOUNT MANAGER** (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct.

COMPANY

Name: _____

Signed by: _____

Date: _____

Business Address: _____

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: A&R WHOLESALE DISTRIBUTORS INC

(a CALIFORNIA Corporation*)

Business Address: A&R WHOLESALE DISTRIBUTORS INC

5375 E. Hunter Ave.

Anaheim, CA 92807

Signed by: , President**,

Dated: 4-11-11

* A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____
(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

Signed by: _____

Print Name: _____

Title: _____

Date: _____

CONTRACT TERM

The term of this base contract is for one year with an option to extend annually by mutual agreement, and upon Board approval, for a term not to exceed a total of two additional years.

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Dist. Inc.	Gold Star Foods	Sysco LA	Campus Foods
1.	Base, Vegetable Low Sodium	Med Diet			10 cases	6 units per case @ 16.0 oz per unit	Case	NO BID	NO BID	\$42.94	NO BID
2.	Barbecue Sauce	PPI	Americana	7267810	378 cases	200 units per case @ 12 grams per unit	Case	\$4.42	\$5.18	\$4.16	\$5.03
3.	Beans, Black, #10 can	Teasdale	Cal Girl		65 cases	6 units per case @ #10 can per unit	Case	\$18.22	NO BID	\$21.50	\$21.25
4.	Beans, Green, Low Sodium #10 can	Any			54 cases	6 units per case @ #10 can per unit	Case	\$20.29	NO BID	\$21.32	NO BID
5.	Beans, Refried Vegetarian Dehydrated	Casa Solano	Cook Quick	82010	240 cases	6 units per case @ 30 oz per unit	Case	\$18.74	\$18.77	\$18.23	\$25.90
6.	Buffalo Wing Sauce	Frank's	Trinidad Benham Santiago	71187-11303	4 cases	4 units per case @ 1 gal per unit	Case	\$41.88	\$48.72	\$43.42	NO BID
7.	Cereal Bar, Cinnamon Toast Crunch	General Mills			761 cases	96 units per case @ 1.4 oz per unit	Case	\$27.48	\$27.98	\$26.56	\$27.50
8.	Cereal Bar, Trix	General Mills			83 cases	96 units per case @ 1.4 oz per unit	Case	\$27.48	\$27.98	\$26.56	\$27.50
9.	Cereal Bar, Fruity Cheerios	General Mills			55 cases	96 units per case @ 1.4 oz per unit	Case	\$27.48	\$27.98	\$26.56	\$27.50

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS

BID NO. 1011-14
BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Dist. Inc.	Gold Star Foods	Sysco LA	Campus Foods
10.	Cereal Bar, Cocoa Kripies Choc.	Kellogg's			250 cases	96 units per case @ 1.27 oz per unit	Case	\$23.53	\$25.06	\$23.79	\$27.50
11.	Cereal Bar, Rice Krispy Apple	Kelloggs			260 cases	96 units per case @ 1.27 oz per unit	Case	\$23.53	\$25.06	\$23.79	\$27.50
12.	Cereal Cheerios Bowl Pack	General Mills			170 cases	96 units per case @ 1.4 oz per unit	Case	\$22.16	\$23.36	\$22.17	\$23.00
13.	Cereal, Tasty O's Bowl Pack	Malt O Meal			170 cases	96 units per case @ 1.38 oz per unit	Case	NO BID	\$18.97	No Bid	\$19.00
14.	Cereal, Frosted Mini Wheat Bites Choc Bowl Pack	Kellogg's			275 cases	96 units per case @ 28 grams per unit	Case	\$20.93	\$22.57	\$21.16	\$30.05
15.	Cereal, Honey Nut Bulk Pack	General Mills			10 cases	4 units per case @ 39 oz per unit	Case	\$36.96	\$38.94	\$36.97	\$39.50
16.	Chili Con Carne	Any			5 cases	6 units per case @ #10 can per unit	Case	NO BID	\$59.20	\$63.55	\$48.90
17.	Cracker, Belly Bear Whole Grain Choc	J & J			236 cases	200 units per case @ 28 grams per unit	Case	\$26.25	\$30.12	\$26.61	\$27.40
18.	Cracker, Gold Fish	Pepper ridge Farm			2,401 cases	300 units per case @ .75 oz per unit	Case	\$38.99	\$43.17	\$40.28	\$39.00
19.	Cracker, Gold Fish, Cheddar Whole Grain	Pepper ridge Farm			50 cases	300 units per case @ .75 oz per unit	Case	\$42.89	\$46.45	\$43.40	\$44.25
20.	Cracker, Graham Honey Rite	Keebler			150 cases	200 units per case packed 2 ea per pack	Case	\$12.63	\$13.17	\$12.50	\$15.35

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Dist. Inc.	Gold Star Foods	Sysco LA	Campus Foods
21.	Cracker, Jungle Whole Grain	J & J			288 cases	200 units per case @ 9 oz. per unit	Case	\$19.85	\$22.93	\$20.53	\$20.75
22.	Cracker, Animal Baked Physedibles, Vanilla	Pepper ridge Farm			750 cases	300 units per case @ .9 oz per unit	Case	\$38.09	\$41.37	\$38.48	\$37.25
23.	Cracker, Saltine	Keebler			49 cases	500 units per case packed 2 ea per pack	Case	\$8.42	\$8.78	\$8.33	\$10.20
24.	Croutons, Individual wrapped bags	Any			46 cases	250 units per case @ .25 oz per unit	Case	\$16.72	\$15.94	\$14.80	\$18.75
25.	Croutons, Whole Grain Individual wrapped bags	Any			46 cases	250 units per case @ .25 oz per unit	Case	NO BID	NO BID	NO BID	NO BID
26.	Dressing, Chipotle Ranch	Ken's			14 cases	4 units per case @ 1 gal per unit	Case	NO BID	\$45.36	No Bid	\$45.00
27.	Dressing, Ranch Buttermilk	Ken's	*Rich in All		14 cases	4 units per case @ 1 gal per unit	Case	*\$29.4	\$39.50	\$35.98	\$39.00
28.	Dressing, Dijon Wasabi Ginger Vinaigrette	Ken's			12 cases	4 units per case @ 1 gal per unit	Case	NO BID	NO BID	No Bid	NO BID

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Dist. Inc.	Gold Star Foods	Sysco LA	Campus Foods
29.	Dressing, Ranch Fat Free	Kraft			275 cases	200 units per case @ 7/16 oz per unit	Case	NO BID	\$18.21	\$17.29	\$18.05
30.	Dressing, Creamy Caesar	Marzetti	Kraft	3715018	175 cases	60 units per case @ 1.5 oz per unit	Case	\$11.14	\$11.54	\$20.09	\$11.25
31.	Dressing, Raspberry Fat Free Vinaigrette	Marzetti			41 cases	60 units per case @ 1.5 oz per unit	Case	\$9.74	\$9.40	No Bid	\$9.20
32.	Dressing, Italian Fat Free	Marzetti			4 cases	60 units per case @ 1.5 oz per unit	Case	\$7.99	\$7.95	\$13.25	\$7.70
33.	Dressing, Ranch Lite	Marzetti			214 cases	60 units per case @ 1.5 oz per unit	Case	\$10.72	\$11.09	\$14.77	\$10.90
34.	Dressing, Asian Sesame	Marzetti			22 cases	60 units per case @ 1.5 oz per unit	Case	\$11.77	\$11.64	No Bid	\$11.50
35.	Fruit, Canned Applesauce	Any			48 cases	6 units per case @ #10 can per unit	Case	\$23.16	NO BID	\$22.38	\$22.00
36.	Fruit, Canned Apricot Halves	Any			50 cases	6 units per case @ #10 can per unit	Case	\$21.97	NO BID	\$34.09	\$32.70
37.	Fruit, Canned Mandarin Oranges	Any			3 cases	6 units per case @ #10 can per unit	Case	\$29.89	\$34.56	\$28.29	\$27.20

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Dist. Inc.	Gold Star Foods	Sysco LA	Campus Foods
38.	Fruit, Canned Mixed	Any			25 cases	6 units per case @ #10 can per unit	Case	\$28.28	NO BID	\$26.64	\$26.60
39.	Fruit Canned Peaches Sliced	Any			50 cases	6 units per case @ #10 can per unit	Case	\$22.88	NO BID	\$23.45	\$24.35
40.	Fruit Canned Pears Sliced	Any			50 cases	6 units per case @ #10 can per unit	Case	\$22.32	NO BID	\$23.45	\$22.50
41.	Fruit Canned Pineapple Chunks	Any			116 cases	6 units per case @ #10 can per unit	Case	\$26.69	NO BID	\$28.29	\$28.30
42.	Jalapenos	Any			15 cases	6 units per case @ #10 can per unit	Case	\$17.72	\$25.45	\$21.32	\$18.00
43.	Jelly, Grape	Any			172 cases	6 units per case @ #10 can per unit	Case	NO BID	\$44.26	\$42.02	NO BID
44.	Mayonnaise Lite	Any			24 cases	4 units per case @ 1 gal per unit	Case	\$22.44	\$19.05	\$30.86	\$22.70
45.	Mayonnaise Lite	Best Foods	Best Foods		246 cases	200 units per case @ 7/16 oz per unit = 12 grams per spec	Case	*\$6.82	\$8.37	\$15.90	NO BID
			*PPI Americana (A & R and Gold Star)			200 units per case @ 12 grams per unit					

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Dist. Inc.	Gold Star Foods	Sysco LA	Campus Foods
46.	Mustard	PPI Americana			132 cases	500 units per case @ 5.5 grams per unit	Case	\$5.12	\$5.88	\$4.90	\$5.21
47.	Olives, Sliced Black	Any			6 cases	6 units per case @ #10 can per unit	Case	\$32.22	No Bid	\$31.96	\$31.60
48.	Pan Coating Aerosol	Any			6 cases	6 units per case @ 22 oz per unit 6 units per case @ 14 oz per unit	Case	\$22.44 \$1.02/ oz	\$19.61 \$1.40/ oz	\$25.97 \$1.18/ oz	\$21.15 \$0.96/ oz
49.	Pasta, Penne Whole Grain	Any			133 cases	1 unit per case @ 20 lbs	Case	\$18.98	\$28.36	\$27.71	\$28.70
50.	Pasta, Spaghetti Whole Grain	Any			50 cases	1 unit per case @ 20 lbs	Case	\$18.98	\$28.36	\$27.71	\$28.70
51.	Pickle Chips, Dill	Any			13 cases	4 units per case @ 1 gal per unit	Case	\$13.75	\$15.37	\$13.56	\$13.85
52.	Pickle Spears, Dill	Any			2 cases	6 unit per case @ #10 can per unit	Case	NO BID	NO BID	\$26.04	\$16.99
53.	Pickle Spears, Dill	Any			2 cases	1 unit per case @ 5 gallons	Case	\$20.16	\$21.49	\$25.80	\$20.25
54.	Pop Tart, Strawberry, Single	Kelloggs			509 cases	80 units per case @ 1.83 oz per unit	Case	\$21.85	\$22.82	\$21.67	\$22.75

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Dist. Inc.	Gold Star Foods	Sysco LA	Campus Foods
55.	Pop Tart, Blueberry, Single	Kelloggs			78 cases	80 units per case @ 1.83 oz per unit	Case	\$21.85	\$22.82	\$21.67	\$22.75
56.	Pop Tart, Brown Sugar	Kelloggs			707 cases	80 units per case @ 1.76 oz per unit	Case	\$21.85	\$22.82	\$21.67	\$22.75
57.	Raisins, Box	Any			119 cases	144 units per case @ 1.33 oz per unit	Case	\$29.24	\$23.53	\$25.79	\$30.50
58.	Relish, Sweet	Any	PPI		8 cases	200 units per case @ 9 grams per unit	Case	\$5.24	\$8.03	\$4.63	\$5.44
59.	Relish, Sweet	Any			2 cases	4 units per case @ 1 gal per unit	Case	\$19.34	\$20.82	\$18.88	\$19.40
60.	Rice, Long Grain Par Boiled	Any			87 cases	1 unit per case @ 25 lb Bag	Case	\$12.11	\$13.48	\$23.13	\$15.50
61.	Rice, Brown Whole Grain	Any			450 cases	1 unit per case @ 1 25 lb Bag	Case	\$12.11	\$13.43	\$27.11	NO BID
62.	Salsa - Verde	Embasa Verde			15 cases	6 units per case @ #10 can per unit	Case	\$36.88	\$38.00	\$22.72	\$26.75
63.	Soup, Mega Noodle	Campbells			50 cases	12 units per case @ 50 oz per unit	Case	\$37.77	\$41.25	\$34.67	\$42.00
64.	Soy Sauce	Any	Kikoman		54 cases	500 units per case @ 9 grams per unit 200 units per case @ .5 oz per unit	Case	\$9.11	\$11.71	*\$6.52	*\$9.10

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Dist. Inc.	Gold Star Foods	Sysco LA	Campus Foods
65.	Spice, Basil Ground	Any			4 jars	1 jar @ 24 oz	Jar	\$3.24	\$2.73	\$9.72	\$2.65
66.	Spice, Chili Powder	Any	Pacific Spice		2 jars	1 jar @ 5 lbs	Jar	\$17.16	\$16.31	\$20.75*	\$17.15
			Sysco			1 jar @ 1 lbs x 5= 5 lbs (\$4.15)	Jar				
67.	Spice, Cumin Ground	Any	Pacific Spice		2 jars	1 jar @ 5 lbs	Jar	\$18.82	\$17.96	\$22.06	\$19.70
68.	Spice, Garlic Powder	Any	Pacific Spice		24 jars	1 jar @ 5 lbs	Jar	\$18.82	\$17.72	\$25.80	\$24.50
						1 jar @ 1 lbs x 5= 5 lbs (\$5.16)	Jar				
69.	Spice, Onion Dehydrated	Any	Pacific Spice		3 tubs	1 tub @ 15 lbs	Tub	\$34.24	\$3.02	\$47.24	\$34.50
70.	Spice, Pepper Ground	Any	Pacific Spice		1 jar	1 jar @ 5 lbs	Jar	\$25.28	\$24.48	\$30.60	\$23.35
						1 jar @ 1 lbs x 5= 5 lbs					
71.	Spice, Salt Granulated	Any			3 bags	1 bag @ 25 lbs	Bag	\$4.32	\$4.96	\$4.38	\$4.40
72.	Spice, Sesame Seed	Any			38 jars	1 jar @ 12 oz	Jar	\$3.62	\$4.02	\$5.47	\$5.50
73.	Sugar, Granulated	Any			1 bag	1 bag @ 25 lbs	Bag	\$20.22	\$21.68	\$18.06	\$17.25

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Dist. Inc.	Gold Star Foods	Sysco LA	Campus Foods
74.	Sugar Packets	Any			2 cases	2,000 units per case @ 2.8 oz per unit	Case	\$12.92	\$11.70	\$17.56	\$17.25
75.	Sugar, Brown	Any			534 bags	1 bag @ 50 lbs	Bag	\$39.42	\$37.60	\$39.44	\$38.60
76.	Sugar, Sweet n Low Packets	Any			2 cases	1,500 units per case @ 1 gram per unit 1,200 units per case @ 1 gram per unit 2,000 units per case @ 1 gram per unit	Case converted to each	\$14.22/cs \$0.00948/unit	\$12.92 \$0.00861	\$19.24 \$0.00962	\$19.60 \$0.01633
77.	Syrup, Maple	Any			534 cases	100 units per case @ 1.5 oz per unit	Case	\$6.31	\$7.93	\$6.05	\$6.45
78.	Taco Sauce	Any			367 cases	500 units per case @ 9 grams per unit	Case	\$8.79	\$9.74	\$8.43	\$8.55
79.	Hot Sauce	La Tapatio			155 cases	500 units per case @ 7 grams per unit	Case	\$19.92	\$21.26	\$24.20	\$24.25

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Dist. Inc.	Gold Star Foods	Sysco LA	Campus Foods
80.	Taco Shells, 5" Corn Baked	Any			395 cases	200 units per case @ 5 inches per unit 200 units per case @ 5.5 inches per unit	Case	NO BID	\$12.95	\$9.34	\$34.60
81.	Tartar Sauce	Any			5 cases	200 units per case @ 9 grams per unit	Case	\$6.46	\$6.36	\$5.41	\$6.50
82.	Tortilla Chips, Whole Grain Stone Ground Corn Strips Thin (salad toppings)	La Tapatia			12 bags	1 bag @ 12 lbs	Bag	NO BID	NO BID	NO BID	\$11.75
Number of items awarded to each Vendor								30	9	24	17
Awarded Items to each Vendor are in bold italic under Vendor's column											

*Alternate Brand Product will require a sample, specifications and nutrient analysis be sent to the Food Service Director. Upon evaluation, the Food Service Director will be the sole judge as to whether such alternate products are acceptable to the District. If alternate item is unacceptable, the award will go to the next lowest bidder for that item.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

- A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Grocery Products

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
1.		Base, Vegetable Low Sodium	Med Diet			10 cases	6 units per case @ 16.0 oz per unit	Case	NB
2.		Barbecue Sauce	PPI			378 cases	200 units per case @ 12 grams per unit	Case	5 ⁰³
3.		Beans, Black, #10 can	Teasdale			65 cases	6 units per case @ #10 can per unit	Case	21 ²⁵
4.		Beans, Green, Low Sodium #10 can	Any			54 cases	6 units per case @ #10 can per unit	Case	NB

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
5.		Beans, Refried Vegetarian Dehydrated	Casa Solano	Santiago		240 cases	6 units per case @ 30 oz per unit	Case	25 ⁹⁰
6.		Buffalo Wing Sauce	Frank's			4 cases	4 units per case @ 1 gal per unit	Case	NB
7.		Cereal Bar, Cinnamon Toast Crunch	General Mills			761 cases	96 units per case @ 1.4 oz per unit	Case	2825 27 ⁵⁰
8.		Cereal Bar, Trix	General Mills			83 cases	96 units per case @ 1.4 oz per unit	Case	27 ⁵⁰
9.		Cereal Bar, Fruity Cheerios	General Mills			55 cases	96 units per case @ 1.4 oz per unit	Case	27 ⁵⁰
10.		Cereal Bar, Cocoa Kripies Choc.	Kellogg's			250 cases	96 units per case @ 1.27 oz per unit	Case	27 ⁵⁰
11.		Cereal Bar, Rice Krispy Apple	Kelloggs			260 cases	96 units per case @ 1.27 oz per unit	Case	27 ⁵⁰
12.		Cereal, Cheerios Bowl Pack	General Mills			170 cases	96 units per case @ 1.4 oz per unit	Case	23 ⁰⁰
13.		Cereal, Tasty O's Bowl Pack	Malt O Meal			170 cases	96 units per case @ 1.38 oz per unit	Case	19 ⁰⁰

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
14.		Cereal, Frosted Mini Wheat Bites Choc Bowl Pack	Kellogg's			275 cases	96 units per case @ 28 grams per unit	Case	30 ⁰⁵
15.		Cereal, Honey Nut Bulk Pack	General Mills			10 cases	4 units per case @ 39 oz per unit	Case	39 ⁵⁰
16. *		Chili Con Carne	Any	Packer Label		5 cases	6 units per case @ #10 can per unit	Case	48 ⁹⁰
17.		Cracker, Belly Bear Whole Grain Choc	J & J			236 cases	200 units per case @ 28 grams per unit	Case	27 ⁴⁰
18.		Cracker, Gold Fish	Pepper ridge Farm			2,401 cases	300 units per case @ .75 oz per unit	Case	39 ⁰⁰
19.	18105	Cracker, Gold Fish, Cheddar Whole Grain	Pepper ridge Farm			50 cases	300 units per case @ .75 oz per unit	Case	44 ²⁵
20.		Cracker, Graham Honey Rite	Keebler			150 cases	200 units per case packed 2 ea per pack	Case	15 ³⁵
21.		Cracker, Jungle Whole Grain	J & J			288 cases	200 units per case @ 9 oz. per unit	Case	20 ⁷⁵
22. *	16999	Cracker, Animal Baked Physedibles, Vanilla	Pepper ridge Farm			750 cases	300 units per case @ .9 oz per unit	Case	37 ²⁵

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
23.		Cracker, Saltine	Keebler			49 cases	500 units per case packed 2 ea per pack	Case	10 ²⁰
24.		Croutons, Individual wrapped bags	Any	Marzetti		46 cases	250 units per case @ .25 oz per unit	Case	18 ⁷⁵
25.		Croutons, Whole Grain Individual wrapped bags	Any			46 cases	250 units per case @ .25 oz per unit	Case	NB
* 26.		Dressing, Chipotle Ranch	Ken's			14 cases	4 units per case @ 1 gal per unit	Case	45 ⁰⁰
27.		Dressing, Ranch Buttermilk	Ken's			14 cases	4 units per case @ 1 gal per unit	Case	39 ⁰⁰
28.		Dressing, Dijon Wasabi Ginger Vinaigrette	Ken's			12 cases	4 units per case @ 1 gal per unit	Case	NB
29.		Dressing, Ranch Fat Free	Kraft			275 cases	200 units per case @ 7/16 oz per unit	Case	18 ⁰⁵
30.		Dressing, Creamy Caesar	Marzetti			175 cases	60 units per case @ 1.5 oz per unit	Case	11 ²⁵
* 31.		Dressing, Raspberry Fat Free Vinaigrette	Marzetti			41 cases	60 units per case @ 1.5 oz per unit	Case	9 ²⁰

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 32.		Dressing, Italian Fat Free	Marzetti			4 cases	60 units per case @ 1.5 oz per unit	Case	770
33.		Dressing, Ranch Lite	Marzetti			214 cases	60 units per case @ 1.5 oz per unit	Case	1090
* 34.		Dressing, Asian Sesame	Marzetti			22 cases	60 units per case @ 1.5 oz per unit	Case	1150
* 35.		Fruit, Canned Applesauce	Any	Cal Girl		48 cases	6 units per case @ #10 can per unit	Case	2200
36.		Fruit, Canned Apricot Halves	Any	Cal Girl		50 cases	6 units per case @ #10 can per unit	Case	3270
* 37.		Fruit, Canned Mandarin Oranges	Any	Cal Girl		3 cases	6 units per case @ #10 can per unit	Case	2720
* 38.		Fruit, Canned Mixed	Any	Cal Girl		25 cases	6 units per case @ #10 can per unit	Case	2660
39.		Fruit Canned Peaches Sliced	Any	Cal Girl		50 cases	6 units per case @ #10 can per unit	Case	2435

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
40.		Fruit Canned Pears Sliced	Any	Cal Girl		50 cases	6 units per case @ #10 can per unit	Case	22 ⁵⁰
41.		Fruit Canned Pineapple Chunks	Any	Cal Girl		116 cases	6 units per case @ #10 can per unit	Case	28 ³⁰
42.		Jalapenos	Any	Pueblito		15 cases	6 units per case @ #10 can per unit	Case	18 ⁰⁰
43.		Jelly, Grape	Any			172 cases	6 units per case @ #10 can per unit	Case	NB
44.		Mayonnaise Lite	Any	Chefs Pride		24 cases	4 units per case @ 1 gal per unit	Case	22 ⁷⁰
45.		Mayonnaise Lite	Best Foods			246 cases	200 units per case @ 12 grams per unit	Case	NB
46.		Mustard	Americana			132 cases	500 units per case @ 5.5 grams per unit	Case	5 ²¹

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 47.		Olives, Sliced Black	Any	Cal Girl		6 cases	6 units per case @ #10 can per unit	Case	31 ⁶⁰
* 48.		Pan Coating Aerosol	Any	Pride Pan Coating		6 cases	6 units per case @ 22 oz per unit	Case	21 ¹⁵
49.		Pasta, Penne Whole Grain	Any	Barilla		133 cases	1 unit per case @ 20 lbs	Case	28 ⁷⁰
50.		Pasta, Spaghetti Whole Grain	Any	Barilla		50 cases	1 unit per case @ 20 lbs	Case	28 ⁷⁰
51.		Pickle Chips, Dill	Any	Homade Pickles		13 cases	4 units per case @ 1 gal per unit	Case	13 ⁸⁵
* 52.		Pickle Spears, Dill	Any	Homade Pickles		2 cases	6 units per case @ #10 can per unit	Case	16 ⁹⁹
53.		Pickle Spears, Dill	Any	Homade Pickles		2 cases	1 unit per case @ 5 gallons	Case	20 ²⁵
54.		Pop Tart, Strawberry, Single	Kelloggs			509 cases	80 units per case @ 1.83 oz per unit	Case	22 ⁷⁵
55.		Pop Tart, Blueberry, Single	Kelloggs			78 cases	80 units per case @ 1.83 oz per unit	Case	22 ⁷⁵

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
56.		Pop Tart, Brown Sugar	Kelloggs			707 cases	80 units per case @ 1.76 oz per unit	Case	22 ⁷⁵ _—
57.		Raisins, Box	Any	AZAR		119 cases	144 units per case @ 1.33 oz per unit	Case	30 ⁵⁰ _—
58.		Relish, Sweet	Any	Ventura Foods		8 cases	200 units per case @ 9 grams per unit	Case	5 ⁴⁴ _—
59.		Relish, Sweet	Any	Homemade Pickles		2 cases	4 units per case @ 1 gal per unit	Case	19 ⁴⁰ _—
60.		Rice, Long Grain Par Boiled	Any	C&F		87 cases	1 unit per case @ 25 lb Bag	Case	15 ⁵⁰ _—
61.		Rice, Brown Whole Grain	Any			450 cases	1 unit per case @ 1 25 lb Bag	Case	NB
62.		Salsa – Verde	Embasa Verde			15 cases	6 units per case @ #10 can per unit	Case	26 ⁷⁵ _—
63.		Soup, Mega Noodle	Campbells			50 cases	12 units per case @ 50 oz per unit	Case	42 ⁰⁰ _—

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 64.		Soy Sauce	Any	Sona		54 cases	500 units per case @ 9 grams per unit	Case	910
* 65.		Spice, Basil Ground	Any	P spice		4 jars	1 jar @ 24 oz	Jar	265
66.		Spice, Chili Powder	Any	P spice		2 jars	1 jar @ 5 lbs	Jar	1715
67.		Spice, Cumin Ground	Any	P spice		2 jars	1 jar @ 5 lbs	Jar	1970
68.		Spice, Garlic Powder	Any	P spice		24 jars	1 jar @ 5 lbs	Jar	2450
69.		Spice, Onion Dehydrated	Any	P spice		3 tubs	1 tub @ 15 lbs	Tub	3450
* 70.		Spice, Pepper Ground	Any	P Spice		1 jar	1 jar @ 5 lbs	Jar	2335
71.		Spice, Salt Granulated	Any	Morton		3 bags	1 bag @ 25 lbs	Bag	440
72.		Spice, Sesame Seed	Any	P spice		38 jars	1 jar @ 12 oz	Jar	550
* 73.		Sugar, Granulated	Any	C & H		1 bag	1 bag @ 25 lbs	Bag	1725
74.		Sugar Packets	Any	C & H		2 cases	2,000 units per case @ 2.8 oz per unit	Case	1725
75.		Sugar, Brown	Any	C & H		534 bags	1 bag @ 50 lbs	Bag	3860

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
76.		Sugar, Sweet n Low Packets	Any	Sweet & Low		2 cases	1,500 1,200 units per case @ 1 gram per unit	Case	19 ⁶⁰
77.		Syrup, Maple	Any	Hollens		534 cases	100 units per case @ 1.5 oz per unit	Case	6 ⁴⁵
78.		Taco Sauce	Any	DNS		367 cases	500 units per case @ 9 grams per unit	Case	8 ⁵⁵
79.		Hot Sauce	La Tapatio			155 cases	500 units per case @ 7 grams per unit	Case	24 ²⁵
80.		Taco Shells, 5" Corn Baked	Any	La Tapatia 5.5"		395 cases	200 units per case @ 5 inches per unit	Case	34 ⁶⁰
81.		Tartar Sauce	Any	PPI		5 cases	200 units per case @ 9 grams per unit	Case	6 ⁵⁰
* 82.		Tortilla Chips, Whole Grain Stone Ground Corn Strips Thin (salad toppings)	La Tapatia			12 bags	1 bag @ 12 lbs	Bag	11 ⁷⁵

- B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.

- C. Bidder agrees to complete delivery within 14 days after receipt of order.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is, duly incorporated and is in good standing in the State of California and that Ernesto De la whose title is Operation Mgr authorized to act for and bind the corporation.
- F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:
- ☒ Yes, other public agencies may purchase from this Bid.
☐ No, other public agencies may not purchase from this Bid.
- I. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.
- Extension option for one year: ☒ option granted ☐ option not granted
- Extension option for a second year: ☒ option granted ☐ option not granted
(Options Granted only if MFG prices stay the same)
- J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

Company Name campus foods

K. I. Ernesto De Loa the Operations Mgr (title)
of the Bidder hereby certify under penalty of perjury under the laws of the State of
California that all the information submitted by the Bidder in connection with this bid and
all the representations herein made are true and correct.

COMPANY

Name: Campus foods Inc.

Signed by: Ernesto de loa / Ernesto De Loa

Date: 4-11-11

Business Address: 14120 E. valley Blvd

City of Industry CA 91746

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: _____

(a _____ Corporation*)

Business Address: _____

Signed by: _____, President**,

Dated: _____

*A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____

(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

* Vendor awarded items with
an astrisk *

Signed by: _____

Print Name: _____

Title: _____

Date: _____

APR 12 2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

- A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Grocery Products

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
1.		Base, Vegetable Low Sodium	Med Diet			10 cases	6 units per case @ 16.0 oz per unit	Case	NO BID
2.	201902 27810	Barbecue Sauce	PPI			378 cases	200 units per case @ 12 grams per unit	Case	\$5.18
3.		Beans, Black, #10 can	Teasdale			65 cases	6 units per case @ #10 can per unit	Case	NO BID
4.		Beans, Green, Low Sodium #10 can	Any			54 cases	6 units per case @ #10 can per unit	Case	NO BID

GOLD STAR FOODS

P.O. Box 58105, Vernon, CA 90058-0105

Company Name (323) 846-8400 Fax (323) 846-1997

APR 12 2011

Grocery Products
Bid No. 1011-14

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
5.	202680 71187-11303	Beans, Refried Vegetarian Dehydrated	Casa Solano	TRINIDAD BENHAM	71187-11303	240 cases	6 units per case @ 30 oz per unit	Case	\$18.77
6.	202150 74161	Buffalo Wing Sauce	Frank's			4 cases	4 units per case @ 1 gal per unit	Case	\$48.72
7.	200896 19437	Cereal Bar, Cinnamon Toast Crunch	General Mills			761 cases	96 units per case @ 1.4 oz per unit	Case	\$27.98
8.	200932 42395	Cereal Bar, Trix	General Mills			83 cases	96 units per case @ 1.4 oz per unit	Case	\$27.98
9.	200920 40478	Cereal Bar, Fruity Cheerios	General Mills			55 cases	96 units per case @ 1.4 oz per unit	Case	\$27.98
10.	202548 38000-48399	Cereal Bar, Cocoa Kripies Choc.	Kellogg's			250 cases	96 units per case @ 1.27 oz per unit	Case	\$25.06
11.	202597 38000-48396	Cereal Bar, Rice Krispy Apple	Kelloggs			260 cases	96 units per case @ 1.27 oz per unit	Case	\$25.06
12.	200846 11941	Cereal, Cheerios Bowl Pack	General Mills			170 cases	96 units per case @ 1.4 oz per unit	Case	\$23.36
* 13.	201532 394	Cereal, Tasty O's Bowl Pack	Malt O Meal			170 cases	96 units per case @ 1.38 1.69 oz per unit	Case	\$18.97

GOLD STAR FOODS

P.O. Box 5816, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

Grocery Products
Bid No. 1011-14

Company Name _____

APR 12 2011

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
14.	45861	Cereal, Frosted Mini Wheat Bites Choc Bowl Pack	Kellogg's			275 cases	96 units per case @ 28 grams per unit	Case	\$22.57
15.	200870 11988	Cereal, Honey Nut Bulk Pack	General Mills			10 cases	4 units per case @ 39 oz per unit	Case	\$38.94
16.	200258 02500	Chili Con Carne	Any	CAMPBELL SOUP CO.	02500	5 cases	6 units per case @ #10 can per unit	Case	\$59.20
17.	202732 56070	Cracker, Belly Bear Whole Grain Choc	J & J			236 cases	200 units per case @ 28 grams per unit	Case	\$30.12
18.	200268 14367	Cracker, Gold Fish	Pepper ridge Farm			2,401 cases	300 units per case @ .75 oz per unit	Case	\$43.17
19.	18105 200290	Cracker, Gold Fish, Cheddar Whole Grain	Pepper ridge Farm			50 cases	300 units per case @ .75 oz per unit	Case	\$46.45
20.	201272 30100-38406	Cracker, Graham Honey Rite	Keebler			150 cases	200 units per case packed 2 ea per pack	Case	\$13.17
21.	201100 39080	Cracker, Jungle Whole Grain	J & J			288 cases	200 units per case @ 9 oz. 1 per unit	Case	\$22.93
22.	16999 200260	Cracker, Animal Baked Physedibles, Vanilla	Pepper ridge Farm			750 cases	300 units per case @ .9 oz per unit	Case	\$41.37

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
23.	201156 30100-01008	Cracker, Saltine	Keebler			49 cases	500 units per case packed 2 ea per pack	Case	\$8.78
24.	201994 74470	Croutons, Individual wrapped bags	Any			46 cases	250 units per case @ .25 oz per unit	Case	\$15.94
25.		Croutons, Whole Grain Individual wrapped bags	Any			46 cases	250 units per case @ .25 oz per unit	Case	NO BID
26.	300052 1152	Dressing, Chipotle Ranch	Ken's			14 cases	4 units per case @ 1 gal per unit	Case	\$45.36
27.	300054 SR394	Dressing, Ranch Buttermilk	Ken's			14 cases	4 units per case @ 1 gal per unit	Case	\$39.50
28.		Dressing, Dijon Wasabi Ginger Vinaigrette	Ken's			12 cases	4 units per case @ 1 gal per unit	Case	NO BID
29.	202616 64962	Dressing, Ranch Fat Free	Kraft			275 cases	200 units per case @ 7/16 oz per unit	Case	\$18.21
30.	201614 82050	Dressing, Creamy Caesar	Marzetti			175 cases	60 units per case @ 1.5 oz per unit	Case	\$11.54
31.	201616 82553	Dressing, Raspberry Fat Free Vinaigrette	Marzetti			41 cases	60 units per case @ 1.5 oz per unit	Case	\$9.40

GOLD STAR FOODS

P.O. Box 58105, Vernon, CA 90058-0105

Company Name (323) 846-8400 Fax (323) 846-1997

Grocery Products
Bid No. 1011-14

APR 12 2011

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
32.	201604 81975	Dressing, Italian Fat Free	Marzetti			4 cases	60 units per case @ 1.5 oz per unit	Case	\$7.95
33.	201606 81978	Dressing, Ranch Lite	Marzetti			214 cases	60 units per case @ 1.5 oz per unit	Case	\$ 11.09
34.	201602 81290	Dressing, Asian Sesame	Marzetti			22 cases	60 units per case @ 1.5 oz per unit	Case	\$11.64
35.		Fruit, Canned Applesauce	Any			48 cases	6 units per case @ #10 can per unit	Case	NO BID
36.		Fruit, Canned Apricot Halves	Any			50 cases	6 units per case @ #10 can per unit	Case	NO BID
37.	202176 64040	Fruit, Canned Mandarin Oranges	Any	AMERICAN ROLAND	64040	3 cases	6 units per case @ #10 can per unit	Case	\$ 34.56
38.		Fruit, Canned Mixed	Any			25 cases	6 units per case @ #10 can per unit	Case	NO BID
39.		Fruit Canned Peaches Sliced	Any			50 cases	6 units per case @ #10 can per unit	Case	NO BID

GOLD STAR FOODS

P.O. Box 53105, Vernon, CA 90058-0105

(323) 846-8400 Fax (323) 846-1997

Company Name _____

APR 12 2011

Grocery Products
Bid No. 1011-14

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
40.		Fruit Canned Pears Sliced	Any			50 cases	6 units per case @ #10 can per unit	Case	NO BID
41.		Fruit Canned Pineapple Chunks	Any			116 cases	6 units per case @ #10 can per unit	Case	NO BID
42.	202630 00145	Jalapenos	Any	DOT FOODS	00145/ 473969	15 cases	6 units per case @ #10 can per unit	Case	\$25.45
43.	261422 139	Jelly, Grape	Any	LYONS MAGNUS	139	172 cases	6 units per case @ #10 can per unit	Case	\$44.26
* 44.	300174 77191	Mayonnaise Lite	Any	VENTURA FOODS	77191	24 cases	4 units per case @ 1 gal per unit	Case	\$19.05
45.	201894 21810	Mayonnaise Lite	Best Foods	PORTION PAC	21810	246 cases	200 units per case @ 12 grams per unit	Case	\$8.37
46.	201872 5390	Mustard	Americana	PORTION PAC	5390	132 cases	500 units per case @ 5.5 grams per unit	Case	\$5.88

GOLD STAR FOODS

P.O. Box 58105, Vernon, CA 90058-0105

Company Name (323) 846-8400 Fax (323) 846-1997

Grocery Products
Bid No. 1011-14

APR 12 2011

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
47.		Olives, Sliced Black	Any			6 cases	6 units per case @ #10 can per unit	Case	NO BID
48.	200110 56240	Pan Coating Aerosol	Any	BUTTER BUNDS	56240	6 cases	6 units per case @ 22 oz per unit	Case	\$19.61
49.	200220 1446	Pasta, Penne Whole Grain	Any	BARILLA PASTA	1446	133 cases	1 unit per case @ 20 lbs	Case	\$28.36
50.	200218 1444	Pasta, Spaghetti Whole Grain	Any	BARILLA PASTA	1444	50 cases	1 unit per case @ 20 lbs	Case	\$28.36
51.	300040 1501	Pickle Chips, Dill	Any	HOMADE PICKLE SALES	1501	13 cases	4 units per case @ 1 gal per unit	Case	\$15.37
52.		Pickle Spears, Dill	Any			2 cases	6 units per case @ #10 can per unit	Case	NO BID
53.	300046 3705	Pickle Spears, Dill	Any	HOMADE PICKLE SALES	3705	2 cases	1 unit per case @ 5 gallons	Case	\$21.49
54.	201144 35000-10500	Pop Tart, Strawberry, Single	Kelloggs			509 cases	80 units per case @ 1.83 oz per unit	Case	\$22.82
55.	201142 35000-00499	Pop Tart, Blueberry, Single	Kelloggs			78 cases	80 units per case @ 1.83 oz per unit	Case	\$22.82

GOLD STAR FOODS

P.O. Box 55105, Vernon, CA 90058-0105

Company Name (323) 846-8400 Fax (323) 846-1997

Grocery Products
Bid No. 1011-14

APR 12 2011

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
56.	201202 38000-08584	Pop Tart, Brown Sugar	Kelloggs			707 cases	80 units per case @ 1.76 oz per unit	Case	\$22.82
* 57.	202545 10108855	Raisins, Box	Any	BOGHOSIAN RAISIN PACKING CO.	10108855	119 cases	144 units per case @ 1.33 oz per unit	Case	\$23.53
58.	201908 39520	Relish, Sweet	Any	PORTION PAC	39520	8 cases	200 units per case @ 9 grams per unit	Case	\$8.03
59.	300044 1601	Relish, Sweet	Any	HOMMADE PICKLE SALES	1601	2 cases	4 units per case @ 1 gal per unit	Case	\$20.82
60.	113198 189664530	Rice, Long Grain Par Boiled	Any	TRINIDAD BENHAM	189664530	87 cases	1 unit per case @ 25 lb Bag	Case	\$13.48
61.	101934 R2PX 25570	Rice, Brown Whole Grain	Any	PRODUCERS RICE MILL	R2PX 25570	450 cases	1 unit per case @ 1 25 lb Bag	Case	\$13.43
62.	202811 75386 04992	Salsa - Verde	Embasa Verde			15 cases	6 units per case @ #10 can per unit	Case	\$38.00
63.	280266 13512	Soup, Mega Noodle	Campbells			50 cases	12 units per case @ 50 oz per unit	Case	\$41.25

GOLD STAR FOODS

P.O. Box 58105, Vernon, CA 90058-0105

Company Name (323) 846-8400 Fax (323) 846-1997

APR 12 2011

Grocery Products
Bid No. 1011-14

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
64.	201906 7336580	Soy Sauce	Any	PORTION PAC	7336580	54 cases	500 units per case @ 9 grams per unit	Case	\$11.71
65.	202026 BSI12I	Spice, Basil Ground	Any	PACIFIC SPICE	BSI12I	4 jars	1 jar @ 24 oz 6	Jar	\$2.73
* 66.	202030 CHILPWR	Spice, Chili Powder	Any	PACIFIC SPICE	CHILPWR 6I	2 jars	1 jar @ 5 lbs	Jar	\$16.31
* 67.	202036 CUMG6I	Spice, Cumin Ground	Any	PACIFIC SPICE	CUMG6I	2 jars	1 jar @ 5 lbs	Jar	\$17.96
* 68.	202078 1GPUTHIN12I	Spice, Garlic Powder	Any	PACIFIC SPICE	1GPUTHIN 12I	24 jars	1 jar @ 5 lbs	Jar	\$17.72
* 69.	202002 20C15	Spice, Onion Dehydrated	Any	PACIFIC SPICE	20C15	3 tubs	1 tub @ 15 lbs	Tub	\$3.02
70.	202016 PEPB66I	Spice, Pepper Ground	Any	PACIFIC SPICE	PEPB66I	1 jar	1 jar @ 5 lbs	Jar	\$24.48
71.	200560 11B160	Spice, Salt Granulated	Any	PEARSON SALES CO.	11B160	3 bags	1 bag @ 25 lbs	Bag	\$4.96
72.	202041 SESH12I	Spice, Sesame Seed	Any	PACIFIC SPICE	SESH12I	38 jars	1 jar @ 12 oz	Jar	\$4.02
73.	202082 SAM-25/ SCH-25	Sugar, Granulated	Any	PEARSON SALES CO.	SAM-25/ SCH-25	1 bag	1 bag @ 25 lbs	Bag	\$21.68
74.	200506 23510/ 165441	Sugar Packets	Any	DIAMOND CRYSTAL	23510/ 165441	2 cases	2,000 units per case @ 2.8 oz per unit	Case	\$11.70
* 75.	202092 SAM-025	Sugar, Brown	Any	PEARSON SALES CO.	SAM-025	534 bags	1 bag @ 50 lbs	Bag	\$37.60

GOLD STAR FOODS

P.O. Box 58105, Vernon, CA 90058-0105

Grocery Products
Bid No. 1011-14

Company Name (323) 846-8400 Fax (323) 846-1997

APR 12 2011

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 76.	200498 11614	Sugar, Sweet n Low Packets	Any	DIAMOND CRYSTAL	11614	2 cases	1,500 units per case @ 1 gram per unit	Case	\$12.92
77.	201880 13970	Syrup, Maple	Any	PORTION PAC	13970	534 cases	100 units per case @ 1.5 oz per unit	Case	\$7.13
78.	201912 41580	Taco Sauce	Any	PORTION PAC	41580	367 cases	500 units per case @ 9 grams per unit	Case	\$9.74
79.	202268 193	Hot Sauce	La Tapatio			155 cases	500 units per case @ 7 grams per unit	Case	\$21.26
80.	100312 21104	Taco Shells, 5" Corn Baked	Any	CHAUHTEMOC	21104	395 cases	200 units per case @ 5 inches per unit	Case	\$12.95
81.	201916 43570	Tartar Sauce	Any	PORTION PAC	43570	5 cases	200 units per case @ 9 grams per unit	Case	\$6.36
82.		Tortilla Chips, Whole Grain Stone Ground Corn Strips Thin (salad toppings)	La Tapatia			12 bags	1 bag @ 12 lbs	Bag	NO BID

B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.

APR 12 2011

- C. Bidder agrees to complete delivery within 14 days after receipt of order.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that Tiffany Rieal whose title is Bid Specialist authorized to act for and bind the corporation.
- F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:
☒ Yes, other public agencies may purchase from this Bid.
☐ No, other public agencies may not purchase from this Bid.
- I. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.
Extension option for one year: ☒ option granted ☐ option not granted
Extension option for a second year: ☒ option granted ☐ option not granted
- J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

APR 12 2011

K. I, Tiffany Rael the Proc Specialist (title)
of the Bidder hereby certify under penalty of perjury under the laws of the State of
California that all the information submitted by the Bidder in connection with this bid and
all the representations herein made are true and correct.

COMPANY

Name: Tiffany Rael - Gold Star Foods

Signed by: [Signature]

Date: 4/12/11

Business Address: **GOLD STAR FOODS**
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: Gold Star Foods, Inc.

(a Delaware Corporation*)

Business Address: 2652 Long Beach Ave.
Los Angeles, CA 90058

Signed by: [Signature], President**,

Dated: 4/11/11

*A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____

(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

* Vendor awarded items with
an astrisk *

Signed by: _____

Print Name: _____

Title: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

- A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Grocery Products

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
1.		Base, Vegetable Low Sodium	Med Diet			10 cases	6 units per case @ 16.0 oz per unit	Case	NO BID
2.		Barbecue Sauce	PPI AMERICAN		7267810	378 cases	200 units per case @ 12 grams per unit	Case	4.42
* 3.	043552	Beans, Black, #10 can	Teasdale			65 cases	6 units per case @ #10 can per unit	Case	18.22
* 4.		Beans, Green, Low Sodium #10 can	Any	CALIFORNIA HEALTHY HARVEST (CHH)	38180	54 cases	6 units per case @ #10 can per unit	Case	20.29

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
5.		Beans, Refried Vegetarian Dehydrated	Casa Solano	Cook Quik	82010	240 cases	6 units per case @ 30 oz per unit	Case	18 ⁷⁴
* 6.	74161	Buffalo Wing Sauce	Frank's			4 cases	4 units per case @ 1 gal per unit	Case	41 ⁸⁸
7.	19437	Cereal Bar, Cinnamon Toast Crunch	General Mills			761 cases	96 units per case @ 1.4 oz per unit	Case	27 ⁴⁸
8.	42395	Cereal Bar, Trix	General Mills			83 cases	96 units per case @ 1.4 oz per unit	Case	27 ⁴⁸
9.	40478	Cereal Bar, Fruity Cheerios	General Mills			55 cases	96 units per case @ 1.4 oz per unit	Case	27 ⁴⁸
* 10.	48399	Cereal Bar, Cocoa Kripies Choc.	Kellogg's			250 cases	96 units per case @ 1.27 oz per unit	Case	23 ⁵³
* 11.	48396	Cereal Bar, Rice Krispy Apple	Kelloggs			260 cases	96 units per case @ 1.27 oz per unit	Case	23 ⁵³
* 12.	041902	Cereal, Cheerios Bowl Pack	General Mills			170 cases	96 units per case @ 1.4 oz per unit	Case	22 ¹⁶
13.		Cereal, Tasty O's Bowl Pack	Malt O Meal			170 cases	96 units per case @ 1.38 oz per unit	Case	NO BID

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 14.	45861	Cereal, Frosted Mini Wheat Bites Choc Bowl Pack	Kellogg's			275 cases	96 units per case @ 28 grams per unit	Case	20 ⁹³
* 15.	TBD	Cereal, Honey Nut Bulk Pack	General Mills			10 cases	4 units per case @ 39 oz per unit	Case	36 ⁹⁶
16.		Chili Con Carne	Any			5 cases	6 units per case @ #10 can per unit	Case	NO BID
* 17.	51070	Cracker, Belly Bear Whole Grain Choc	J & J			236 cases	200 units per case @ 28 grams per unit	Case	26 ²⁵
* 18.	086182	Cracker, Gold Fish	Pepper ridge Farm			2,401 cases	300 units per case @ .75 oz per unit	Case	38 ⁹⁹
* 19.	18105	Cracker, Gold Fish, Cheddar Whole Grain	Pepper ridge Farm			50 cases	300 units per case @ .75 oz per unit	Case	42 ⁸⁹
20.	081008	Cracker, Graham Honey Rite	Keebler 38406			150 cases	200 units per case packed 2 ea per pack	Case	12 ⁶³
* 21.	39085	Cracker, Jungle Whole Grain	J & J			288 cases	200 units per case @ 9 oz. per unit	Case	19 ⁸⁵
22.	16999	Cracker, Animal Baked Physedibles, Vanilla	Pepper ridge Farm			750 cases	300 units per case @ .9 oz per unit	Case	38 ⁰⁹

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
23.	080507	Cracker, Saltine	Keebler 1008			49 cases	500 units per case packed 2 ea per pack	Case	842
24.		Croutons, Individual wrapped bags	Any	MARZETTI	140015	46 cases	250 units per case @ .25 oz per unit	Case	1672
25.		Croutons, Whole Grain Individual wrapped bags	Any			46 cases	250 units per case @ .25 oz per unit	Case	NO BID
26.		Dressing, Chipotle Ranch	Ken's			14 cases	4 units per case @ 1 gal per unit	Case	NO BID
* 27.	00892	Dressing, Ranch Buttermilk	Ken's	RICH IN ALL		14 cases	4 units per case @ 1 gal per unit	Case	2942
28.		Dressing, Dijon Wasabi Ginger Vinaigrette	Ken's			12 cases	4 units per case @ 1 gal per unit	Case	NO BID
29.		Dressing, Ranch Fat Free	Kraft			275 cases	200 units per case @ 7/16 oz per unit	Case	NO BID
* 30.	82000	Dressing, Creamy Caesar	Marzetti			175 cases	60 units per case @ 1.5 oz per unit	Case	1114
31.	82553	Dressing, Raspberry Fat Free Vinaigrette	Marzetti			41 cases	60 units per case @ 1.5 oz per unit	Case	974

A&R WHOLESALE DISTRIBUTORS INC

Grocery Products
Bid No. 1011-14

Company Name.....

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
32.	81975	Dressing, Italian Fat Free	Marzetti			4 cases	60 units per case @ 1.5 oz per unit	Case	7 ⁹⁹
				TP 602MET 100/1.5 oz	001984				11 ¹⁹
* 33.	81992	Dressing, Ranch Lite	Marzetti			214 cases	60 units per case @ 1.5 oz per unit	Case	10 ⁷²
34.	81290	Dressing, Asian Sesame	Marzetti			22 cases	60 units per case @ 1.5 oz per unit	Case	11 ⁷⁷
35.		Fruit, Canned Applesauce	Any			48 cases	6 units per case @ #10 can per unit	Case	23 ¹⁶
				INDEPENDENT	043499				
* 36.		Fruit, Canned Apricot Halves	Any			50 cases	6 units per case @ #10 can per unit	Case	21 ⁹⁷
				CHH	041275				
37.		Fruit, Canned Mandarin Oranges	Any			3 cases	6 units per case @ #10 can per unit	Case	29 ⁸⁹
				JACKPOT	041289				
38.		Fruit, Canned Mixed	Any			25 cases	6 units per case @ #10 can per unit	Case	28 ²⁸
				CHH	30455				
* 39.		Fruit Canned Peaches Sliced	Any			50 cases	6 units per case @ #10 can per unit	Case	22 ⁸⁸
				CHH	041271				

A&R WHOLESALE DISTRIBUTORS INC

Grocery Products
Bid No. 1011-14

Company Name _____

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 40.		Fruit Canned Pears Sliced	Any	CHH	041222	50 cases	6 units per case @ #10 can per unit	Case	22 ³²
* 41.		Fruit Canned Pineapple Chunks	Any	JACKPOT	041909	116 cases	6 units per case @ #10 can per unit	Case	26 ⁶⁹
* 42.		Jalapenos	Any	DEL SOL	08395	15 cases	6 units per case @ #10 can per unit	Case	17 ⁷²
43.		Jelly, Grape	Any			172 cases	6 units per case @ #10 can per unit	Case	NO BID
44.		Mayonnaise Lite	Any	GARDEN BANNER	001040	24 cases	4 units per case @ 1 gal per unit	Case	22 ⁴⁴
* 45.		Mayonnaise Lite	Best Foods	PPI AMERICANA	7621810	246 cases	200 units per case @ 12 grams per unit	Case	* 6 ⁸²
46.	7605390	Mustard	Americana			132 cases	500 units per case @ 5.5 grams per unit	Case	5 ¹²

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
47.		Olives, Sliced Black	Any	JACKPOT	040919	6 cases	6 units per case @ #10 can per unit	Case	32 ²²
48.		Pan Coating Aerosol	Any	PRIDE	TBD	6 cases	6 units per case @ 22 oz per unit	Case	22 ⁴⁴
* 49.		Pasta, Penne Whole Grain	Any	BARILLA	003771	133 cases	1 unit per case @ 20 lbs	Case	18 ⁹⁸
* 50.		Pasta, Spaghetti Whole Grain	Any	BARILLA	003769	50 cases	1 unit per case @ 20 lbs	Case	18 ⁹⁸
51.		Pickle Chips, Dill	Any	HOMADE	041800	13 cases	4 units per case @ 1 gal per unit	Case	13 ⁷⁵
52.		Pickle Spears, Dill	Any	HOMADE	370500	2 cases	6 units per case @ #10 can per unit 5 GAL	Case	20 ¹⁶
* 53.		Pickle Spears, Dill	Any	HOMADE	370500	2 cases	1 unit per case @ 5 gallons	Case	20 ¹⁶
* 54.	081609	Pop Tart, Strawberry, Single	Kelloggs			509 cases	80 units per case @ 1.83 oz per unit	Case	21 ⁸⁵
55.	081608	Pop Tart, Blueberry, Single	Kelloggs			78 cases	80 units per case @ 1.83 oz per unit	Case	21 ⁸⁵

A&P WHOLESALE DISTRIBUTORS INC

Grocery Products
Bid No. 1011-14

Company Name.....

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
56.	08584	Pop Tart, Brown Sugar	Kelloggs			707 cases	80 units per case @ 1.76 oz per unit	Case	21 ⁸⁵
57.		Raisins, Box	Any	AZAR	25510	119 cases	144 units per case @ 1.33 oz per unit	Case	29 ²⁴
58.		Relish, Sweet	Any	PPI AMERICAN	7639520	8 cases	200 units per case @ 9 grams per unit	Case	5 ²⁴
59.		Relish, Sweet	Any	HOMADE	040202	2 cases	4 units per case @ 1 gal per unit	Case	19 ³⁴
* 60.		Rice, Long Grain Par Boiled	Any	PEAK	042002	87 cases	1 unit per case @ 25 lb Bag	Case	12 ¹¹
* 61.		Rice, Brown Whole Grain	Any	PEAK	20147	450 cases	1 unit per case @ 1 25 lb Bag	Case	12 ¹¹
62.	041579	Salsa - Verde	Embasa Verde			15 cases	6 units per case @ #10 can per unit	Case	36 ⁸⁹
63.	13512	Soup, Mega Noodle	Campbells			50 cases	12 units per case @ 50 oz per unit	Case	37 ²²

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
64.		Soy Sauce	Any	SOMA HOLLER	47436	54 cases	500 units per case @ 9 grams per unit	Case	9 ¹¹
65.		Spice, Basil Ground	Any	PACIFIC SPICE	12052 J	4 jars	1 jar @ 24 oz 12 oz	Jar	3 ²⁴
66.		Spice, Chili Powder	Any		12053 J	2 jars	1 jar @ 5 lbs	Jar	17 ¹⁶
67.		Spice, Cumin Ground	Any		12031 J	2 jars	1 jar @ 5 lbs	Jar	18 ⁸²
68.		Spice, Garlic Powder	Any		12040 J	24 jars	1 jar @ 5 lbs	Jar	18 ⁸²
69.		Spice, Onion Dehydrated	Any		12054	3 tubs	1 tub @ 15 lbs	Tub	34 ²⁴
70.		Spice, Pepper Ground	Any		12043 J	1 jar	1 jar @ 5 lbs	Jar	25 ²⁸
* 71.		Spice, Salt Granulated	Any		08399	3 bags	1 bag @ 25 lbs	Bag	4 ³²
* 72.		Spice, Sesame Seed	Any	✓	12091 J	38 jars	1 jar @ 12 oz 21 oz	Jar	36 ²
73.		Sugar, Granulated	Any	C&H	225263	1 bag	1 bag @ 25 lbs	Bag	20 ²²
* 74.		Sugar Packets	Any	C&H	688383	2 cases	2,000 units per case @ 2.8 oz per unit	Case	12 ⁹²
75.		Sugar, Brown	Any	C&H	420283	534 bags	1 bag @ 50 lbs	Bag	39 ⁴²

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
76.		Sugar, Sweet n Low Packets	Any	SWEET + LOW	06052	2 cases	1,500 units per case @ 1 gram per unit	Case	14 ²²
77.		Syrup, Maple	Any	PPI AMERICAN	7613970	534 cases	100 units per case @ 1.5 oz per unit	Case	6 ³¹
78.		Taco Sauce	Any	PPI AMERICAN	7641580	367 cases	500 units per case @ 9 grams per unit	Case	8 ⁷⁹
* 79.	00193	Hot Sauce	La Tapatio			155 cases	500 units per case @ 7 grams per unit	Case	19 ⁹²
80.		Taco Shells, 5" Corn Baked	Any			395 cases	200 units per case @ 5 inches per unit	Case	NO BID
81.		Tartar Sauce	Any	PPI AMERICAN	7643570	5 cases	200 units per case @ 9 grams per unit	Case	6 ⁴⁶
82.		Tortilla Chips, Whole Grain Stone Ground Corn Strips Thin (salad toppings)	La Tapatia	SUGAR FOODS	55651	12 bags	1 bag @ 12 lbs 10/LB	Bag	27 ⁹²

- B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.

- C. Bidder agrees to complete delivery within 14 days after receipt of order.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of CALIFORNIA and that RUSSON ERWIN whose title is **KEY ACCOUNT MANAGER** authorized to act for and bind the corporation.
- F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:
- ☒ Yes, other public agencies may purchase from this Bid.
☐ No, other public agencies may not purchase from this Bid.
- I. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.
- Extension option for one year: ☒ option granted ☐ option not granted
MUTUALLY AGREED EXTENSION
 Extension option for a second year: ☒ option granted ☐ option not granted
MUTUALLY AGREED EXTENSION
- J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

Grocery Products
Bid No. 1011-14

Company Name _____

K. I, Russell Edwards the **KEY ACCOUNT MANAGER** (title)
of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct.

COMPANY

Name: _____

Signed by: _____

Date: _____

Business Address: _____

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: A&R WHOLESALE DISTRIBUTORS INC

(a CALIFORNIA Corporation*)

Business Address: A&R WHOLESALE DISTRIBUTORS INC

5375 E. Hunter Ave.

Anaheim, CA 92807

Signed by: _____, President**,
Russell Edwards

Dated: 4-11-11

*A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____

(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

Vendor awarded items
with an astrisk*

Signed by: _____

Print Name: _____

Title: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

- A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Grocery Products

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 1.		Base, Vegetable Low Sodium	Med Diet	CUSTOM	6464051 12/1 LB	10 cases	6 units per case @ 16.0 oz per unit	Case	\$42.94
* 2.		Barbecue Sauce	PPI	AMERICAN PPI	7627810 200/125M	378 cases	200 units per case @ 12 grams per unit	Case	\$4.16
3.		Beans, Black, #10 can	Teasdale	CALGIRL		65 cases	6 units per case @ #10 can per unit	Case	\$21.50
4.		Beans, Green, Low Sodium #10 can	Any	CALGIRL		54 cases	6 units per case @ #10 can per unit	Case	\$21.32

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 5.		Beans, Refried Vegetarian Dehydrated	Casa Solano		7404619	240 cases	6 units per case @ 30 oz per unit	Case	\$18.23
6.		Buffalo Wing Sauce	Frank's		6404743	4 cases	4 units per case @ 1 gal per unit	Case	\$43.42
* 7.		Cereal Bar, Cinnamon Toast Crunch	General Mills		5124641	761 cases	96 units per case @ 1.4 oz per unit	Case	\$26.56
* 8.		Cereal Bar, Trix	General Mills		7447840	83 cases	96 units per case @ 1.4 oz per unit	Case	\$26.56
* 9.		Cereal Bar, Fruity Cheerios	General Mills		6003754	55 cases	96 units per case @ 1.4 oz per unit	Case	\$26.56
10.		Cereal Bar, Cocoa Kripies Choc.	Kellogg's		8056929	250 cases	96 units per case @ 1.27 oz per unit	Case	\$23.79
11.		Cereal Bar, Rice Krispy Apple	Kelloggs		8056679	260 cases	96 units per case @ 1.27 oz per unit	Case	\$23.79
12.		Cereal, Cheerios Bowl Pack	General Mills		4044558	170 cases	96 units per case @ 1.4 oz per unit	Case	\$22.17
13.		Cereal, Tasty O's Bowl Pack	Malt O Meal			170 cases	96 units per case @ 1.38 oz per unit	Case	No Bid

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
14.		Cereal, Frosted Mini Wheat Bites Choc Bowl Pack	Kellogg's		7645342	275 cases	96 units per case @ 28 grams per unit	Case	\$21.16
15.		Cereal, Honey Nut Bulk Pack	General Mills		4065165	10 cases	4 units per case @ 39 oz per unit	Case	\$36.97
16.		Chili Con Carne	Any	CHEF MATE	4053419	5 cases	6 units per case @ #10 can per unit	Case	\$63.55
17.		Cracker, Belly Bear Whole Grain Choc	J & J		7944426	236 cases	200 units per case @ 28 grams per unit	Case	\$26.61
18.		Cracker, Gold Fish	Pepper ridge Farm		5464276	2,401 cases	300 units per case @ .75 oz per unit	Case	\$40.28
19.	18105	Cracker, Gold Fish, Cheddar Whole Grain	Pepper ridge Farm		6599405	50 cases	300 units per case @ .75 oz per unit	Case	\$43.40
* 20.		Cracker, Graham Honey Rite	Keebler		5278710	150 cases	200 units per case packed 2 ea per pack	Case	\$12.50
21.		Cracker, Jungle Whole Grain	J & J		39085	288 cases	200 units per case @ 9 oz. per unit	Case	\$20.53
22.	16999	Cracker, Animal Baked Physedibles, Vanilla	Pepper ridge Farm			750 cases	300 units per case @ .9 oz per unit	Case	\$38.48

Company Name SySCO L.A.

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 23.		Cracker, Saltine	Keebler		4008538	49 cases	500 units per case packed 2 ea per pack	Case	\$8.33
* 24.		Croutons, Individual wrapped bags	Any	SySCO	7762299	46 cases	250 units per case @ .25 oz per unit	Case	\$14.80
25.		Croutons, Whole Grain Individual wrapped bags	Any			46 cases	250 units per case @ .25 oz per unit	Case	No Bid
26.		Dressing, Chipotle Ranch	Ken's			14 cases	4 units per case @ 1 gal per unit	Case	No Bid
27.		Dressing, Ranch Buttermilk	Ken's		4488912	14 cases	4 units per case @ 1 gal per unit	Case	\$35.98
28.		Dressing, Dijon Wasabi Ginger Vinaigrette	Ken's			12 cases	4 units per case @ 1 gal per unit	Case	No Bid
* 29.		Dressing, Ranch Fat Free	Kraft		3727526	275 cases	200 units per case @ 7/16 oz per unit	Case	\$17.29
30.		Dressing, Creamy Caesar	Marzetti	KRAFT	3715018	175 cases	60 units per case @ 1.5 oz per unit	Case	\$20.09
31.		Dressing, Raspberry Fat Free Vinaigrette	Marzetti			41 cases	60 units per case @ 1.5 oz per unit	Case	No Bid

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
32.		Dressing, Italian Fat Free	Marzetti	KRAFT	3716578	4 cases	60 units per case @ 1.5 oz per unit	Case	\$13.25
33.		Dressing, Ranch Lite	Marzetti	KRAFT	3716594	214 cases	60 units per case @ 1.5 oz per unit	Case	\$14.77
34.		Dressing, Asian Sesame	Marzetti			22 cases	60 units per case @ 1.5 oz per unit	Case	No Bid
35.		Fruit, Canned Applesauce	Any	CAL GIRL		48 cases	6 units per case @ #10 can per unit	Case	\$22.38
36.		Fruit, Canned Apricot Halves	Any	CAL GIRL		50 cases	6 units per case @ #10 can per unit	Case	\$34.09
37.		Fruit, Canned Mandarin Oranges	Any	CAL GIRL		3 cases	6 units per case @ #10 can per unit	Case	\$28.29
38.		Fruit, Canned Mixed	Any	CAL GIRL		25 cases	6 units per case @ #10 can per unit	Case	\$26.64
39.		Fruit Canned Peaches Sliced	Any	CAL GIRL		50 cases	6 units per case @ #10 can per unit	Case	\$23.45

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
40.		Fruit Canned Pears Sliced	Any	CAL GIRL		50 cases	6 units per case @ #10 can per unit	Case	\$23.45
41.		Fruit Canned Pineapple Chunks	Any	CAL GIRL		116 cases	6 units per case @ #10 can per unit	Case	\$28.29
42.		Jalapenos	Any	CAL GIRL		15 cases	6 units per case @ #10 can per unit	Case	\$21.32
* 43.		Jelly, Grape	Any	Sysco	4184461	172 cases	6 units per case @ #10 can per unit	Case	\$42.02
44.		Mayonnaise Lite	Any	KRAFT	3716685	24 cases	4 units per case @ 1 gal per unit	Case	\$30.86
45.		Mayonnaise Lite	Best Foods		6260509 200 711602	246 cases	200 units per case @ 12 grams per unit	Case	\$15.90
* 46.		Mustard	Americana		7605390	132 cases	500 units per case @ 5.5 grams per unit	Case	\$4.90

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
47.		Olives, Sliced Black	Any	CAL GIRL		6 cases	6 units per case @ #10 can per unit	Case	\$31.96
48.		Pan Coating Aerosol	Any	SySCO	4257960	6 cases	6 units per case @ 22 oz per unit	Case	\$25.97
49.		Pasta, Penne Whole Grain	Any	BARILLA	4706422 2/10#	133 cases	1 unit per case @ 20 lbs	Case	\$27.71
50.		Pasta, Spaghetti Whole Grain	Any	BARILLA	4706408 2/10#	50 cases	1 unit per case @ 20 lbs	Case	\$27.71
* 51.		Pickle Chips, Dill	Any	HOME MADE	4349452	13 cases	4 units per case @ 1 gal per unit	Case	\$13.56
52.		Pickle Spears, Dill	Any	HEINZ	4075610	2 cases	6 units per case @ #10 can per unit	Case	\$26.04
53.		Pickle Spears, Dill	Any	B32ALCS	5471369	2 cases	1 unit per case @ 5 gallons	Case	\$25.80
54.		Pop Tart, Strawberry, Single	Kelloggs		2310217	509 cases	80 units per case @ 1.83 oz per unit	Case	\$21.67
* 55.		Pop Tart, Blueberry, Single	Kelloggs		3022894	78 cases	80 units per case @ 1.83 oz per unit	Case	\$21.67

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 56.		Pop Tart, Brown Sugar	Kelloggs		5318274	707 cases	80 units per case @ 1.76 oz per unit	Case	\$21.67
57.		Raisins, Box	Any	Sycco	9387317	119 cases	144 units per case @ 1.33 oz per unit	Case	\$25.79
* 58.		Relish, Sweet	Any	AMERICAN PPI	7639520	8 cases	200 units per case @ 9 grams per unit	Case	\$4.63
* 59.		Relish, Sweet	Any	HOME MADE	4349213	2 cases	4 units per case @ 1 gal per unit	Case	\$18.88
60.		Rice, Long Grain Par Boiled	Any	UNCLE BEN	4032900	87 cases	1 unit per case @ 25 lb Bag	Case	\$23.13
61.		Rice, Brown Whole Grain	Any	UNCLE BEN	2451243	450 cases	1 unit per case @ 1 25 lb Bag	Case	\$27.11
* 62.		Salsa - Verde	Embasa Verde	DEL SOL	9465774	15 cases	6 units per case @ #10 can per unit	Case	\$22.72
* 63.		Soup, Mega Noodle	Campbells		3238999	50 cases	12 units per case @ 50 oz per unit	Case	\$34.67

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 64.		Soy Sauce	Any	Kikkoman	4239851 200/.5oz	54 cases	500 units per case @ 9 grams per unit	Case	\$6.52
65.		Spice, Basil Ground	Any	IMP/MCC	5228333 12oz	4 jars	1 jar @ 24 oz	Jar	\$9.72
66.		Spice, Chili Powder	Any	Syco	5239496 1LB	2 jars	1 jar @ 5 lbs	Jar	\$4.15
67.		Spice, Cumin Ground	Any	Syco	5239561 4.5LB	2 jars	1 jar @ 5 lbs	Jar	\$22.06
68.		Spice, Garlic Powder	Any	Syco	5239611 1LB	24 jars	1 jar @ 5 lbs	Jar	\$5.16
69.		Spice, Onion Dehydrated	Any	McCormick	5013974	3 tubs	1 tub @ 15 lbs	Tub	\$47.24
70.		Spice, Pepper Ground	Any	Tampico	9073727 1LB	1 jar	1 jar @ 5 lbs	Jar	\$6.12
71.		Spice, Salt Granulated	Any	Syco	4552840	3 bags	1 bag @ 25 lbs	Bag	\$4.38
72.		Spice, Sesame Seed	Any	IMP/MCC	5229729 18oz	38 jars	1 jar @ 12 oz	Jar	\$5.47
73.		Sugar, Granulated	Any	Syco	5087572	1 bag	1 bag @ 25 lbs	Bag	\$18.06
74.		Sugar Packets	Any	Syco	5965850 3000 CT	2 cases	2,000 units per case @ 2.8 oz per unit	Case	\$17.56
75.		Sugar, Brown	Any	BKPSLS	1854926	534 bags	1 bag @ 50 lbs	Bag	\$39.44

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
76.		Sugar, Sweet n Low Packets	Any	SWEET & LOW	6035703 2000ct	2 cases	1,500 units per case @ 1 gram per unit	Case	\$19.24
* 77.		Syrup, Maple	Any	AMERICAN PPI	7613970	534 cases	100 units per case @ 1.5 oz per unit	Case	\$6.05
* 78.		Taco Sauce	Any	AMERICAN PPI	7748734	367 cases	500 units per case @ 9 grams per unit	Case	\$8.43
79.		Hot Sauce	La Tapatio		5032149	155 cases	500 units per case @ 7 grams per unit	Case	\$24.20
* 80.		Taco Shells, 5" Corn Baked	Any	CASA SOL	6009302	395 cases	200 units per case @ 5 inches per unit	Case	\$9.34
* 81.		Tartar Sauce	Any	AMERICAN PPI	7643570	5 cases	200 units per case @ 9 grams per unit	Case	\$5.41
82.		Tortilla Chips, Whole Grain Stone Ground Corn Strips Thin (salad toppings)	La Tapatia			12 bags	1 bag @ 12 lbs	Bag	No Bid

- B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.

- C. Bidder agrees to complete delivery within 14 days after receipt of order.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of CALIFORNIA and that JOSEPH R BANTA whose title is PRESIDENT authorized to act for and bind the corporation.
- F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:
- ☐ Yes, other public agencies may purchase from this Bid.
☒ No, other public agencies may not purchase from this Bid.
- I. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.
- Extension option for one year: ☐ option granted ☒ option not granted
- Extension option for a second year: ☐ option granted ☒ option not granted
- J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

K. I, JOSEPH BARTON the PRESIDENT (title)
of the Bidder hereby certify under penalty of perjury under the laws of the State of
California that all the information submitted by the Bidder in connection with this bid and
all the representations herein made are true and correct.

COMPANY

Name: _____

Signed by: _____

Date: _____

Business Address: _____

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: SYSCO LOS ANGELES INC

(a DELAWARE Corporation*)

Business Address: 20701 E CURRIER RD
WALNUT, CALIF 91789

Signed by: Joseph Barton, President**,

Dated: 4/11/2011

*A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____

(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

* Vendor awarded items with
an astrisk *

Signed by: _____

Print Name: _____

Title: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 9, 2011
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Alford, Jordan	HS Campus Supvr	Voluntary	11/05/2009	03/11/2011
2. Cmelak, Donna	Sch Bus Driver	Deceased	03/26/1979	03/13/2011
3. Florentino, S.	FS Worker	Personal	11/15/2010	01/25/2011
4. Horgan, Polly	Sch Secretary I	Retirement	11/17/1997	06/24/2011
5. Manning, Victoria	Inst Asst-Sp Ed	Personal	02/23/2011	03/14/2011
6. Moser, Kristin	FS Worker	Other Employ	11/16/2010	04/01/2011
7. Nobile, Anna	Elem Sch Office Mgr	Retirement	12/02/1996	06/29/2011
8. Ochoa, Sheila	MS Campus Supvr	Expired Sick Leave	10/08/2004	03/18/2011
9. Risbrough, Stacy	Inst Asst-Presch	Personal	09/06/2002	03/23/2011
10. Simone, Christine	Inst Asst-Sp Ed Presch	Relocation	09/13/1999	04/13/2011
11. Whitaker, Jean	Staff Secretary	Retirement	02/22/1986	04/29/2011
12. Zine, Lindsey	Independence Facilitator	Personal	04/16/2007	09/01/2010

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
13. Akhaghi, Negar	COTA (9.5mo/30hpw)	\$22.35 hr	R39-1	04/18/2011
14. Bernal, Priscilla	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	03/21/2011
15. Bollier-Argue, M.	FS Elem Cashier (9.5mo/15hpw)	\$13.30 hr	R16-2	03/15/2011
16. Breen, Amanda	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	03/16/2011
17. Britton, Kim	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	03/22/2011
18. Charlton, Dina	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	03/28/2011
19. Clark, C.	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	04/11/2011
20. Davies, Elisabeth	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	03/28/2011
21. DeVera, Shirley	LVN (9.5mo/35hpw)	\$17.90 hr	R30-1	03/28/2011
22. Garcia, Norma	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	03/28/2011

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
23. Gascon, Yolanda	Blngl Elem Sch Clerk (10.25mo/17.5hpw)	\$16.62 hr	R27-1	03/28/2011
24. Gebauer, Gillian	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	04/11/2011
25. Green, Patricia	LVN (9.5mo/17.5hpw)	\$17.90 hr	R30-1	04/18/2011
26. Hall, Sharon	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	03/28/2011
27. Khatib, J.	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	03/16/2011
28. Manning, Victoria	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	02/23/2011
29. Martinez, Nicole	LVN (9.5mo/17.5hpw)	\$17.90 hr	R30-1	04/11/2011
30. McDonough, N.	FS Worker (9.5mo/15hpw)	\$12.06 hr	R14-1	03/15/2011
31. Messina- Kleinman, D.	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	03/25/2011
32. Perez, Aleida	BCSL (9.5mo/17.5hpw)	\$15.06 hr	R23-1	03/21/2011
33. Reinhardt, Kay	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	02/28/2011
34. Rich, Theresa	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	04/11/2011
35. Rodriguez, N.	Blngl Inst Asst-Presch (9.5mo/15hpw)	\$14.69 hr	R22-1	03/14/2011
36. Romero-Mendoza L.	FS Worker (9.5mo/10hpw)	\$12.06 hr	R14-1	03/25/2011
37. Shelton, Julianne	FS Worker (9.5mo/15hpw)	\$12.06 hr	R14-1	03/23/2011
38. Sherman, Bryce	MS Campus Supvr (9.5mo/17.5hpw)	\$15.06 hr	R23-1	03/14/2011
39. St. John, Michele	FS Elem Cashier (9.5mo/15hpw)	\$12.67 hr	R16-1	04/18/2011
40. Webber, Wendy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	02/25/2011
41. Wilson, Esther	FS Worker (9.5mo/15hpw)	\$12.06 hr	R14-1	03/23/2011

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
42. Brunton, John	Groundskeeper (12mo/40hpw)	\$3,860.54 mo	R27-10	04/20/2011
43. Dewar, Nettie	Sch Bus Driver (9.5mo/per bid)	\$ 22.30 hr	R28-6	04/01/2011
44. Gibson, Lesa	Sch Bus Driver (9.5mo/per bid)	\$ 22.30 hr	R28-6	03/24/2011
45. Naegle, Deborah	Sch Bus Driver (9.5mo/per bid)	\$ 22.30 hr	R28-6	03/31/2011
46. Tiboni Jr, Robert	Sch Bus Driver (9.5mo/per bid)	\$ 22.30 hr	R28-6	04/11/2011

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
47. Bovich, Claudine	FS Worker	\$12.06 hr	R14-1	03/11/2011
48. Chaco, Marissa	IBI Asst/Tutor	\$15.43 hr	R24-1	04/01/2011
49. Ferguson, Tiffany	MS Campus Supvr	\$15.82 hr	R23-1	04/12/2011
50. Florentino, S.	FS Worker	\$12.06 hr	R14-1	01/26/2011
51. Goodman, R.	Independence Facilitator	\$14.69 hr	R22-1	03/17/2011
	Inst Asst-Sp Ed	\$13.98 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	
52. Goyzueta, K.	Independence Facilitator	\$14.69 hr	R22-1	04/13/2011
	Inst Asst-Sp Ed	\$13.98 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	
53. Graffeo, Theresa	Independence Facilitator	\$14.69 hr	R22-1	04/11/2011
	Inst Asst-Sp Ed	\$13.98 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	
54. Guda, Melchor	Custodian I	\$16.21 hr	R26-1	04/06/2011
55. Gutmann, K.	Student Supvr	\$10.00 hr		03/17/2011
56. Horgan, Polly	Clerk	\$15.06 hr	R23-1	09/07/2010
57. Jacoby, Michael	Custodian I	\$16.21 hr	R26-1	04/14/2011
58. Jerz, Sarah	IBI Asst/Tutor	\$15.43 hr	R24-1	03/30/2011
59. Jones, Pamela	IBI Asst/Tutor	\$15.43 hr	R24-1	04/11/2011
60. Kear, Casey	Independence Facilitator	\$14.69 hr	R22-1	03/23/2011
	Inst Asst-Sp Ed	\$13.98 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	
61. Leland, Noelle	Clerk	\$15.06 hr	R23-1	03/10/2011
62. Macedo, Manuela	Student Supvr	\$10.00 hr		03/24/2011
63. McDonald, Karen	Student Supvr	\$10.00 hr		03/16/2011

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
64. Metzger, Heather	Student Supvr	\$10.00 hr		03/17/2011
65. Michel, Donna	Opportunity Asst	\$15.43 hr	R24-1	04/13/2011
66. Migliaccio, V.	MS Campus Supvr	\$15.06 hr	R23-1	04/14/2011
	HS Campus Supvr	\$15.82 hr	R25-1	
67. Moser, Kristin	FS Worker	\$12.06 hr	R14-1	04/04/2011
68. Okuma-Farry, Jeri	Clerk	\$15.06 hr	R23-1	03/18/2011
69. Ontiveros, Lisa	Student Supvr	\$10.00 hr		03/14/2011
70. Shobe, Bruce	Custodian I	\$16.21 hr	R26-1	03/31/2011
71. Wehner, Amy	Student Supvr	\$10.00 hr		03/21/2011
72. Wilde, Melita	Independence Facilitator	\$14.69 hr	R22-1	03/10/2011
	Inst Asst-Sp Ed	\$13.98 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.64 hr	R19-1	
73. Wynne, Bertha	Student Supvr	\$10.00 hr		03/17/2011
74. Zulauf, Lesa	Student Supvr	\$10.00 hr		03/30/2011
<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>		<u>Effective Date</u>
75. Abney, Kelley	ASB Worker	\$10.00 hr		02/26/2011 - 05/06/2011
76. Adam, Jeffrey	ASB Worker	\$10.00 hr		02/28/2011 - 05/06/2011
77. Ahearn, Donna	ASB Worker	\$10.00 hr		02/21/2011 - 05/01/2011
78. Bialik, Arthur	ASB Worker	\$10.00 hr		02/26/2011 - 05/06/2011
79. Chang, Wan-Chin	ASB Worker	\$10.00 hr		03/10/2011 - 06/30/2011
80. Copp, James	ASB Worker	\$10.00 hr		02/28/2011 - 05/06/2011
81. Davis, John	ASB Worker	\$10.00 hr		09/03/2010 - 11/12/2010
82. Erwin, James	ASB Worker	\$10.00 hr		03/01/2011 - 05/06/2011
83. Farnworth, Stacey	ASB Worker	\$10.00 hr		02/26/2011 - 05/13/2011
84. Giese, Daniel	ASB Worker	\$10.00 hr		03/01/2011 - 05/06/2011

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
85. Hayes, Levi	ASB Worker	\$10.00 hr	02/26/2011 - 05/06/2011
86. Henry, Stephen	ASB Worker	\$10.00 hr	02/26/2011 - 05/13/2011
87. Johnson, Jesika	ASB Worker	\$10.00 hr	03/07/2011 - 05/13/2011
88. Justice, Brian	ASB Worker	\$10.00 hr	11/15/2010 - 02/12/2011
89. Koshko, Darren	ASB Worker	\$10.00 hr	02/26/2011 - 05/06/2011
90. Mauer, Deanna	ASB Worker	\$10.00 hr	03/01/2011 - 05/06/2011
91. McClain, Tiffany	ASB Worker	\$10.00 hr	02/01/2011 - 06/23/2011
92. McGarry, Vern	ASB Worker	\$10.00 hr	02/28/2011 - 05/13/2011
93. Michalkiewiot, E,	ASB Worker	\$10.00 hr	02/14/2011 - 05/13/2011
94. Moses, Marissa	ASB Worker	\$10.00 hr	03/10/2011 - 06/30/2011
95. Rowden, Carrie	ASB Worker	\$10.00 hr	02/26/2011 - 05/06/2011
96. Schlax, Ryan	ASB Worker	\$10.00 hr	03/31/2011 - 05/06/2011
97. Skelley, Robert	ASB Worker	\$10.00 hr	02/26/2011 - 05/06/2011
98. Smaley, Nicholas	ASB Worker	\$10.00 hr	02/26/2011 - 05/06/2011
99. Thiercof, Joseph	ASB Worker	\$10.00 hr	02/26/2011 - 05/06/2011
100. Torrie, Benjamin	ASB Worker	\$10.00 hr	02/26/2011 - 05/13/2011
101. Wolfarth, Megan	ASB Worker	\$10.00 hr	11/15/2010 - 02/12/2011
102. Dale, Mary	Student Supvr	\$10.00 hr	03/11/2011
103. Gagliardotto, K.	Student Supvr	\$10.00 hr	03/11/2011
104. Griffin, Yvonne	Student Supvr	\$10.00 hr	03/04/2011

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
105. Hayes, Levi	Student Supvr	\$10.00 hr	04/14/2011
106. Tovar, Regina	Student Supvr	\$10.00 hr	03/11/2011
107. Ayala, Daniel	Student Worker	\$ 8.00 hr	02/28/2011 - 06/30/2011
108. Bartolome, A.	Student Worker	\$ 8.00 hr	03/09/2011 - 06/30/2011
109. Beam, Joseph	Student Worker	\$ 8.00 hr	03/16/2011 - 06/30/2011
110. Deliannis, Adonis	Student Worker	\$ 8.00 hr	03/28/2011 - 06/30/2011
111. Eom, Eric	Student Worker	\$ 8.00 hr	03/11/2011 - 06/30/2011
112. McLaren, Jared	Student Worker	\$ 8.00 hr	03/29/2011 - 06/30/2011
113. Ramirez, Ricardo	Student Worker	\$ 8.00 hr	03/03/2011 - 06/30/2011
114. Salgado, Elia	Student Worker	\$ 8.00 hr	03/11/2011 - 06/30/2011
115. Vasquez, Arturo	Student Worker	\$ 8.00 hr	02/28/2011 - 06/30/2011
116. Fox, Janine	Sch Bus Driver Trainee	\$ 8.00 hr	12/28/2010 - 02/01/2011
117. LeBourgeois, M.	Sch Bus Driver Trainee	\$ 8.00 hr	12/28/2010 - 02/01/2011
118. Sherman-Bosma, D.	Sch Bus Driver Trainee	\$ 8.00 hr	12/28/2010 - 02/01/2011
119. Crouse, Darla	District Registrar	\$25.18 hr	03/03/2011

<u>Name</u>	<u>Position-Co-Curricular</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
120. Eaton, Patrick	Volleyball, Girls Varsity (Asst)	THS	\$2,609	09/08/2010 - 05/13/2011
	Volleyball, Boys Varsity (Asst)	THS	\$2,609	
121. Hansen, Jessica	Swimming, Girls Varsity (Asst)	SJHHS	\$2,609	02/28/2011 - 05/13/2011
	Swimming, Boys Varsity (Asst)	SJHHS	\$2,609	

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position- Co-Curricular</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
122. Kendrick, Mark	Softball, Varsity (Asst)	CVHS	\$3,044	02/28/2011 - 05/13/2011
123. Wood, Kendra	Softball, Varsity (Asst)	ANHS	\$3,044	02/28/2011 - 05/13/2011

APPROVE PROMOTION

<u>Name</u>	<u>Former Classification</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
124. Brenner, Daniela	Caregiver (9.5mo/17.5hpw)	Independence Facilitator (9.5mo/32.5hpw)	R22-1	03/21/2011
125. Butt, Karen	HS Library Clerk (10.5mo/40hpw)	HS Library Tech (Temp/40hpw)	R28-4	03/28/2011 - 04/01/2011
126. Catanghal, Rene	Custodian I (12mo/40hpw)	Custodian III (Temp/40hpw)	R30-15	02/21/2011 - 03/18/2011
127. Eiler, Christine	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Independence Facilitator (9.5mo/30hpw)	R22-2	03/15/2011
128. Ginsberg, Shari	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	Inst Asst-Sp Ed (9.5mo/17.5hpw)	R20-1	01/02/2011
129. Hannegan, N.	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Independence Facilitator (9.5mo/30hpw)	R22-1	04/11/2011
130. Lantz, Jennifer	FS Worker (9.5mo/12hpw)	Lead FS Worker II (Temp/15hpw)	R31-1	03/14/2011 - 03/31/2011
131. Lies, Karen	FS Elem Cashier (9.5mo/12hpw)	Lead FS Worker II (9.5mo/15hpw)	R31-1	04/11/2011
132. Powers, Deborah	Sch Clerk II (10.5mo/40hpw)	MS Office Mgr (11mo/40hpw)	R33-1	04/11/2011
133. Schmidt, Susan	Health Asst (9.5mo/17.5hpw)	Sch Secretary II (10.5mo/40hpw)	R29-5	04/22/2011
134. Smith, Christine	Elem Library Tech (9.5mo/17.5hpw)	HS Library Tech (10.5mo/40hpw)	R28-10	04/11/2011

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APPROVE REASSIGNMENT

<u>Name</u>	<u>Former Classification</u>	<u>Reassignment</u>	<u>Range Step</u>	<u>Effective Date</u>
135. Berg, Sandra	Independence Facilitator (9.5mo/30hpw)	Inst Asst-Sp Ed (9.5mo/17.5hpw)	R20-4	03/15/2011

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Former Classification</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
136. Hanratty Raja, J.	Occupational Therapist (12mo/40hpw)	Occupational Therapist (12mo/30hpw)	R55-4	04/01/2011

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
137. Baldrige-Paul, J.	Independence Facilitator NTE 15hrs (Field trips, activities etc.)	R22-4	09/08/2010- 06/23/2011
138. Blanco, Margaret	Independence Facilitator NTE 15hrs (Field trips, activities etc.)	R22-1	09/08/2010- 06/23/2011
139. Booker, Lexi	Independence Facilitator NTE 15hrs (Field trips, activities etc.)	R22-1	09/08/2010- 06/23/2011
140. Buyan, Eric	Independence Facilitator NTE 15hrs (Field trips, activities etc.)	R22-3	09/08/2010- 06/23/2011
141. Chironis-Grant, A.	Independence Facilitator NTE 15hrs (Field trips, activities etc.)	R22-4	09/08/2010- 06/23/2011
142. Danna, Angela	Independence Facilitator NTE 15hrs (Field trips, activities etc.)	R22-1	09/08/2010- 06/23/2011
143. Dimperio, Kristen	Independence Facilitator NTE 15hrs (Field trips, activities etc.)	R22-1	09/08/2010- 06/23/2011
144. Greenfield, Beth	Independence Facilitator NTE 15hrs (Field trips, activities etc.)	R22-1	09/08/2010- 06/23/2011
145. MacGregor, J.	Independence Facilitator NTE 15hrs (Field trips, activities etc.)	R22-3	09/08/2010- 06/23/2011
146. Martinez, Jennifer	Independence Facilitator NTE 15hrs (Field trips, activities etc.)	R22-4	09/08/2010- 06/23/2011
147. McCullough, R.	Independence Facilitator NTE 15hrs (Field trips, activities etc.)	R22-1	09/08/2010- 06/23/2011

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<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
148. Oliveras, Aimee	Independence Facilitator NTE 15hrs (Field trips, activities etc.)	R22-4	09/08/2010- 06/23/2011
149. Persson, Nancy	Independence Facilitator NTE 15hrs (Field trips, activities etc.)	R22-5	09/08/2010- 06/23/2011
150. Pitino, Stacy	Independence Facilitator NTE 15hrs (Field trips, activities etc.)	R22-4	09/08/2010- 06/23/2011
151. Rhine, Julien	Independence Facilitator NTE 15hrs (Field trips, activities etc.)	R22-1	09/08/2010- 06/23/2011
152. Sebourn, Nelleke	Independence Facilitator NTE 15hrs (Field trips, activities etc.)	R22-6	09/08/2010- 06/23/2011
153. Thomas, Candy	Independence Facilitator NTE 15hrs (Field trips, activities etc.)	R22-10	09/08/2010- 06/23/2011
154. Veth, Sara	Independence Facilitator NTE 15hrs (Field trips, activities etc.)	R22-1	09/08/2010- 06/23/2011
155. Weinell, Katie	Independence Facilitator NTE 15hrs (Field trips, activities etc.)	R22-1	09/08/2010- 06/23/2011
156. Williams, John	Independence Facilitator NTE 15hrs (Field trips, activities etc.)	R22-1	09/08/2010- 06/23/2011

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
157. Alvarez, Carmen	BCSL NTE 30hrs (Parent project)	01/03/2011- 06/23/2011
158. Blanco, Margaret	Elem Sch Clerk NTE 5hrs (Translation)	02/01/2011- 06/23/2011
159. Blanda, Isabel	Blngl Inst Asst-Sp Ed NTE 20hrs (Translation)	03/10/2011- 06/23/2011
160. Bougrab, Maria	Inst Asst-ELD NTE 25hrs (Translation)	03/29/2011- 04/01/2011
161. Burton, Irma	Blng Inst Asst NTE 12hrs (Translation)	09/08/2010- 06/23/2011
162. Cannata, S.	Inst Asst-Sp Ed NTE 2hrs (Attend RAD training)	02/03/2011
163. Cooper, Stephanie	Inst Asst NTE 2hrs (Prep time for after sch Reading Plus class)	01/18/2011

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PAY AT REGULAR RATE OF PAY

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
164. Diaz, Martha	Blngl Inst Asst NTE 8hrs (Translation)	03/28/2011 - 06/23/2011
165. Dimperio, Kristen	Independence Facilitator NTE 7hrs (Bus support)	03/07/2011 - 06/23/2011
166. Garcia de la Vega, B.	Blngl Inst Asst-Presch NTE 10hrs (Room prep, open house, translations, etc.)	03/01/2011 - 06/25/2011
167. Grulkowski, S.	Presch Teacher NTE 10hrs (Attend IEP's)	01/03/2011 - 06/24/2011
168. Johnson, Melissa	Inst Asst-Sp Ed NTE 3hrs (Attend Hughes Bill Training)	03/01/2011
169. Jurdi, Ghada	Presch Teacher NTE 30hrs (Support/provide parent and child literacy class)	04/01/2011 - 06/01/2011
170. Kebler, Quincy	Presch Teacher NTE 15hrs (Attend IEP's)	01/03/2011 - 06/24/2011
171. Lehman, Rosana	Independence Facilitator NTE 3hrs (Attend Hughes Bill Training)	01/18/2011 - 01/20/2011
172. Mejia, Cynthia	Inst Asst-Sp Ed NTE 3hrs (Attend Hughes Bill Training)	03/01/2011 - 03/03/2011
173. Mickle, Jackie	Presch Resource Teacher NTE 45hrs (Assist Sch Readiness program)	02/01/2011 - 06/30/2011
174. Milstead, Teresa	Independence Facilitator NTE 7hrs (Bus support)	03/07/2011 - 06/23/2011
175. Mohammadi, Lili	Inst Asst-ELD NTE 10hrs (Translate for Farsi speaking std)	02/15/2011 - 06/23/2011
176. Mohammadi, Lili	Inst Asst-ELD NTE 32.5hrs (Working with two std speaking Farsi only)	02/15/2011 - 06/31/2011
177. Ospina, Carolina	Blngl Inst Asst-Presch NTE 10hrs (Room prep, open house, translations, etc.)	03/16/2011 - 06/25/2011
178. Riley, Linda	Independence Facilitator NTE 3hrs (Attend Hughes Bill Training)	01/08/2011 - 01/20/2011
179. Riserbato, Carol	Inst Asst-Sp Ed NTE 3hrs (Attend Hughes Bill Training)	03/01/2011
180. Robleto, Sergio	BCSL NTE 8hpw (ACTIVATE after sch program)	02/22/2011 - 06/23/2011
181. Rodriguez, N.	Blngl Inst Asst-Presch NTE 10hrs (Room prep, open house, translations, etc.)	03/16/2011 - 06/25/2011

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)
PAY AT REGULAR RATE OF PAY

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
182. Salinas, Maria	Independence Facilitator NTE 3hrs (IDR agreement)	12/09/2010- 06/22/2011
183. Sanchez-Martinez, S.	Blngl Inst Asst-Presch NTE 5hrs (Home visits, conf and translations)	02/11/2011- 06/30/2011
184. Santibanez, Rorie	Inst Asst-Sp Ed NTE 3hrs (Attend Hughes Bill Training)	03/01/2011- 03/03/2011
185. Schwab, Sarah	Caregiver NTE 3hrs (Attend Hughes Bill training)	03/01/2011- 03/03/2011
186. Seymour, A.	Independence Facilitator NTE 8hrs (Assist std at science camp)	05/31/2011- 06/03/2011
187. Siegel-Masler, S.	Inst Asst-Sp Ed NTE 3hrs (Attend Hughes Bill Training)	03/01/2011
188. Smith, Arah	Inst Asst-Presch NTE 30hrs (Room prep and instruction)	03/01/2011- 06/30/2011
189. Stocksdale, Carol	Inst Asst-Science NTE 48hrs (Science Week prep and event)	02/15/2011- 04/15/2011
190. Wiles, Kim	Independence Facilitator NTE 3hrs (Attend Hughes Bill training)	03/01/2010- 03/03/2011

APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE

<u>Name</u>	<u>Current Assignment</u>	<u>Classification Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
191. Cashin, Barbara	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Independence Facilitator	R22-1	02/25/2011- 03/11/2011
192. Daniel, Jennifer	Inst Asst (9.5mo/17.5hpw)	Independence Facilitator	R22-3	03/25/2011- 06/23/2011
193. Eppstein, Susan	Inst Asst (9.5mo/17.5hpw)	Independence Facilitator	R22-5	02/17/2011- 06/23/2011
194. Gonzalez, Shari	Inst Asst (9.5mo/17.5hpw)	Independence Facilitator	R22-1	03/07/2011- 06/23/2011
195. Huntley, Gina	Inst Asst (9.5mo/19.5hpw)	Elem Sch Clerk Elem Sch Office Mgr	R26-1 R33-1	03/14/2011- 06/23/2011

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APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED (Cont.)
FOR VACANT POSITION OR ABSENT EMPLOYEE

<u>Name</u>	<u>Current Assignment</u>	<u>Classification Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
196. Johnson, Melissa	Inst Asst (9.5mo/17.5hpw)	Independence Facilitator	R22-10	03/30/2011- 06/23/2011
197. Larson, Helen	Sch Clerk I (10mo/17.5hpw)	Sch Secretary II	R29-1	09/08/2010- 06/23/2011
198. Mar, Araceli	Blng Clerk (10mo/17.5hpw)	Blngl Elem Sch Office Mgr	R34-1	03/15/2011- 06/24/2011
199. Santibanez, Rorie	Inst Asst (9.5mo/17.5hpw)	Independence Facilitator	R22-15	03/30/2011- 06/23/2011
200. Sawyer, Erin	Inst Asst-Sp Ed (9.5mo/30hpw)	Inst Asst-SH Swimming	R23-6	03/17/2011- 06/23/2011
201. Smith, Cara	Inst Asst (9.5mo/17.5hpw)	Independence Facilitator	R22-2	02/17/2011- 06/23/2011
202. Smith, Sherilyn	Inst Asst (9.5mo/17.5hpw)	Independence Facilitator	R22-1	02/03/2011- 06/23/2011
203. Thomas, Kelley	MS Campus Supvr (9.5mo/17.5hpw)	Elem Sch Office Mgr	R22-1	01/21/2011- 02/01/2011
	MS Campus Supvr (9.5mo/17.5hpw)	Elem Sch Clerk	R26-2	
204. Yould, Linda	Inst Asst (9.5mo/17.5hpw)	Independence Facilitator	R22-1	01/24/2011- 06/23/2011
205. Lutjens, Marilyn	School Clerk I (10mo/17.5hpw)	School Clerk II	R25-10	01/11/2011
206. Schmidt, Susie	School Clerk I (9.5mo/17.5hpw)	School Clerk II	R25-5	01/03/2011- 01/11/2011

APPROVE PROFESSIONAL GROWTH STIPEND

NTE \$500

207. Ybarra, G.

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ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Date of Employment</u>	<u>Date of Separation</u>
1. Batiuk, Timothy	Counselor	Retirement	07/01/2005	06/30/2011
2. Fulton, Tina	Teacher	Retirement	10/11/1996	06/23/2011
3. Kambs, Christi	Teacher	Other Employ	08/19/2005	03/01/2011
4. Levine-Williams, R.	Teacher	Retirement	09/04/1992	06/24/2011
5. Lowe, Mark	Teacher	Personal	09/02/2010	04/15/2011
6. McCann, Lisa	Teacher	Personal	08/22/2003	06/24/2011
7. Mora, Lesa	Teacher	Personal	08/27/2001	03/29/2011
8. Murray, Melissa	Principal	Relocation	09/19/2005	06/30/2011
9. Sain, Shalico	Teacher	Relocation	08/19/2005	03/07/2011
10. Stein, Phillip	Psychologist	Retirement	11/12/1986	06/30/2011

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

11. Christensen, Heather	17. Scott, Ryan
12. Dyer, Blair	18. Terheggen, Jacquelin
13. Harris, Robert	19. Wagner, Mark
14. McDonald, Jill	20. Walders, Brannon
15. Nelson, Rebecca	21. Wanders, Chad
16. Payne, Julie	

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

22. Farnworth, Stacey	32. Pomponio, Ginny
23. Gsoell, Danielle	33. Quinn, Christine
24. Gupta, Parul	34. Reinhardt, Kay
25. Hogg, Allison	35. Roberts, Alem
26. Kollar, Barbara	36. Salverson, Jamie
27. Lariviere, Erin	37. Smedes, Jessida
28. McQuade, Jennifer	38. Soderlund, Sharyn
29. Misenhimer, Melissa	39. Stephens, Katie
30. Moncher, Nicole	40. Williams, Lindsay
31. Ocken, Cassandra	

APPROVE 6/5^{ths} ASSIGNMENT 2nd SEMESTER

41. Bastinanello, Chris**	45. Sexton, Patricia**
42. Berzansky, Jordana*	46. Stinson, Elizabeth**
43. Davis, Brad**	47. Vigus, Dave**
44. Good, Sharon**	48. Wade, Steve**

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APPROVE 6/5th ASSIGNMENT 2nd SEMESTER (Cont.)

- * Special Education Teacher
- ** Not enough courses to hire an additional teacher (sections are within the site's staffing allocation)

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
49. Casteel, Janice	Psychologist 40%	Psychologist 20%	04/01/2011
50. Chapman, Autumn	STAP I	Teacher	02/07/2011
51. Dollar, Erin	STAP I	Teacher	02/07/2011
52. Foster, Caprice	Teacher 60%	Teacher 100%	02/07/2011
53. Gonzalez, Kristian	Psychologist 80%	Psychologist 100%	04/01/2011
54. Grantz, Christine	Teacher	STAP I	09/07/2010
55. Kluck, Jane	STAP I	Teacher	02/07/2011
56. Krogdsdale, Susan	Teacher	STAP I	02/15/2011

APPROVE ADDITIONAL ASSIGNMENTS

- 57. Mandatory After Sch Training-Kinoshita Elem
NTE 1 hour non-instructional pay @ \$30.00 per hour 03/10/2011
- 58. After Sch Intervention Class-San Juan Elem
NTE 15 hours instructional pay @ \$35.00 per hour 02/08/2011-06/24/2011
- 59. Keystone Collaboration Meeting-Elem Svcs
NTE 2 hours non-instructional pay @ \$30.00 per hour 02/02/2011
- 60. GATE Testing
NTE 3 hours non-instructional pay @ \$30.00 per hour 01/08/2011
- OCDE Seminar After Hours-Bergeson Elem
NTE 4 hours non-instructional pay @ \$30.00 per hour
02/17/2011
- 61. Jones, Karyn 63. Wiseman, Holly
- 62. Miller, Gail
- Workshop Through OCDE-Bergeson Elem
NTE 8 hours non-instructional pay @ \$30.00 per hour
01/25/2011-03/29/2011
- 64. Wiseman, Holly

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Workshop Through OCDE-Bergeson Elem

NTE 6 hours non-instructional pay @ \$30.00 per hour
01/25/2011-03/29/2011

65. Hornig, Sarah

IEP Meeting in Summer-Crown Valley Elem

NTE 3 hours non-instructional pay @ \$30.00 per hour
07/12/2010

66. Kotel, Colleen

Hours for Leadership Time-Las Palmas Elem

NTE 10 hours non-instructional pay @ \$30.00 per hour
09/08/2010-06/23/2011

67. Aguilera, Dana

71. Morales, Star

68. Baptiste, Natalie

72. Morrison, Catherine

69. Brannam, Andrea

73. Rhodes, Mariela

70. Loya, Imelda

Elementary BCLAD Substitute-San Juan Elem

Pay additional assignment @ \$18.00 per hour
03/10/2011-06/24/2011

74. Elder, Anna

75. Galvan-Lawson, Elsa

ADD/SIOP Training-Wood Canyon Elem

NTE 1 hour non-instructional pay @ \$30.00 per hour
03/01/2011

76. Dockins, Annie

81. Martin, Liz

77. Fyfe, Marian

82. Nerney, Carla

78. Hoffmann, Biljana

83. Shults, Michelle

79. Jahn, Sheri

84. Vanderpool, Amy

80. Kissel, Heidi

ADD Training-Marco Forster MS

NTE 12 hours non-instructional pay @ \$30.00 per hour
03/23/2011-06/22/2011

85. Boyle, Jeanette

91. Lewis, Sandra

86. Corbin, Nick

92. Passarelli, Kendra

87. Dilloughery, Colleen

93. Rader, Melinda

88. Foster, Lindsey

94. Southall, Jackie

89. Galasso, Maggie

95. Torres, Tiffany

90. Gonzalez, Jennifer

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

ADD/SIOP Observations/Coaching/Debriefing-Aliso Niguel HS

NTE 12 hours non-instructional pay @ \$30.00 per hour
03/04/2011-06/22/2011

96. Biggs, Paul	99. Grasso, Lynda
97. Burch, Jessica	100. Jax, Allison
98. Chapman, Mike	101. Veeder, Jeff

Saturday School-Aliso Niguel HS

NTE 28 hours instructional pay @ \$35.00 per hour
09/08/2010-02/04/2011

102. Martin, Debra

Saturday School-Dana Hills HS

NTE 50 hours instructional pay @ \$35.00 per hour
02/07/2011-06/22/2011

103. Sampson, Timothy	104. Wanders, Chad
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ADD for Second Semester-San Clemente HS

NTE 12 hours non-instructional pay @ \$30.00 per hour
02/08/2011-06/23/2011

105. Dutton, Caroline	108. Sigafos, Kathleen
106. Lewis, Ann	109. Sterling, Keri
107. McCarthy, Ryan	110. Willey, Elizabeth

Saturday School-Tesoro HS

NTE 8 hours instructional pay @ \$35.00 per hour
03/12/2011-03/26/2011

111. Ruffer, Stacy

IEP Team Support for Litigation and Compliance Issues-Special Ed

NTE 50 hours non-instructional pay @ \$30.00 per hour
03/01/2011-06/30/2011

112. Pettey, Stephanie

Direct Assessment-Special Ed

NTE 20 hours pay @ \$48.01 per hour
02/07/2011-05/01/2011

113. Casteel, Janice

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

APE Specialist HomeTeaching-Special Ed
NTE 13 hours instructional pay @ \$35.00 per hour
04/04/2011-06/30/2011

114. Brannon, Desiree

CAT Training-Special Ed
NTE 29.5 hours non-instructional pay @ \$30.00 per hour
115.09/14/2009-10/20/2009

115. French-Bain, Suzanne

EETT Grant Coordination-Assessment and Evaluation
NTE 40 hours non-instructional pay @ \$30.00 per hour
04/12/2011-06/30/2011

116. Votava, Christine

Academic Tutoring-Ed Division
NTE 20 hours instructional pay @ \$35.00 per hour
03/07/2011-12/16/2011

117. Enmeier, Mark

Home/Hopsital Instruction to Home/Hospital Bound Std-Education Division
NTE 5 hours instructional pay @ \$35.00 per hour
03/18/2011-06/23/2011

118. Balck, Jenni

120. Workman, Ken

119. Spiers, Robert

OLSAT Testing-GATE
NTE 3 hours non-instructional pay @ \$30.00 per hour
02/12/2011

121. Steidle, Gwynne

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
122. Brenneman, Jasmine	Child Care	05/31/2011-06/23/2011
	Personal	2011-2012
123. Griffin, Suzanne	Personal	2011-2012
124. Hohla, Laura	Child Care	06/07/2011-06/23/2011
125. Hopkins, Amy	Child Care	05/26/2011-06/23/2011
126. McMorran-Maus, Krista	Child Care	05/09/2011-01/02/2012

