

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

BOARD OF TRUSTEES
Regular Meeting

May 25, 2011

Closed Session 4:30 p.m.
Open Session 5:00 p.m.

AGENDA

CLOSED SESSION AT 4:30 P.M.

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

- A. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**
Principal, Elementary School
(Pursuant to Government Code §54957)

EXHIBIT 3 A

- B. 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) Unrepresented Employees (CUMA)
4) Teamsters
(Pursuant to Government Code §54957.6)

OPEN SESSION AT 5:00 P.M.

1. **PLEDGE OF ALLEGIANCE**
2. **ADOPTION OF THE AGENDA – ROLL CALL**
3. **REPORT ON CLOSED SESSION ACTION**
4. **BOARD AND SUPERINTENDENT COMMENTS**
5. **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.

RECORDING OF SCHOOL BOARD MEETINGS

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

DISCUSSION/ACTION ITEMS

6. **2010-2011 UPDATE FINANCIAL STATEMENTS (Third Interim Report):**

In accordance with Education Code §42131(c), a school district, which is qualified or negative as of the Second Interim Report, shall submit financial statement projections of the district's fund and cash balances to the county office, State Controller, and the Superintendent of Public Instruction. These financial statement projections and cash balances are typically referred to as the "Third Interim Report." The Third Interim Report covers the period of July 1, 2010, through April 30, 2011, and includes the following:

- Financial projections for the general fund
- Cash flow projections for fiscal year 2010-2011 and 2011-2012
- Budget reductions needed for 2011-2012, with an implementation timeline

The Third Interim Report is not required to be certified as positive, qualified, or negative, and is required only to be submitted to the county office and the various state agencies for review and comment.

Due to release of the Governor's May budget revision on Monday, May 16, 2011, updated budget information will be posted online when it is available in the CUSD Board Agendas and Supporting Documentation page which can be accessed at: http://capousd.ca.schoolloop.com/cms/page_view?d=x&piid=&vpid=1293638734307

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

Staff Recommendation:

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

Following discussion, it is recommended the Board of Trustees acknowledge receipt of the financial documents related to the Third Interim Report, and authorize their filing with the Orange County Department of Education, the State Controller's Office, and the State Superintendent of Public Instruction.

Motion by _____ Seconded by _____

7. **RESOLUTION NO. 1011-57, CLASSIFIED LAYOFF, NON-MANAGEMENT EMPLOYEES:**

In accordance with Education Code §45117, classified employees may be laid off due to a bona fide reduction, elimination of a service being performed, or lack of funds. The process considers length of service (e.g., seniority) and any other higher classifications, with no skipping permitted for special expertise.

Classified employees must be given a forty-five (45) day notice prior to the effective date of any layoff. Individuals laid off shall be eligible for reemployment for a period of 39 months pursuant to Education Code §45298.

This agenda item proposes a reduction or elimination of positions due to a lack of funds. The District has received notice that the state funded program is expected to receive a 25% revenue reduction in funding for the 2011-2012 school year. In order to maintain the existing program format (full and half-day programs), the costs would need to be absorbed by the general fund which is estimated to be approximately \$350,000. The elimination of these positions, funded through state preschool funding sources, do not impact the general fund.

Contact: Jodee Brenlinger, Assistant Superintendent, Personnel Services

DISCUSSION/
ACTION
Vote _____
Page 1
EXHIBIT A

DISCUSSION/
ACTION
Vote _____
Page 27
EXHIBIT B

Staff Recommendation:

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, who will introduce this item and answer any questions Trustees may have.

Following discussion, it is recommended the Board of Trustees approve Resolution 1011-57, Classified Layoff, Non-Management Employees, in the designated classifications.

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. SECOND READING – REVISIONS TO BOARD POLICY 6111 – SCHOOL CALENDAR:

Board Policy 6111 outlines the duties and responsibilities of the District and Board relative to the establishment of a calendar for each school site. Each school site calendar shall show the beginning and ending school dates, legal and local holidays, minimum days, vacation periods, and other pertinent dates. Additionally, the policy states that opening and closing hours of the school day shall be approved by the Board on an annual basis. School sites have had considerable autonomy in establishing and altering site calendars. At times, these changes have posed challenges due to inconsistency in scheduling across the District, including transportation accommodations. Revisions to Board Policy 6111 are recommended to the Board to provide consistency and accountability with scheduling. Proposed additions to the Board policy are underlined; deletions are struck through.

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation:

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present the proposed revisions to Board Policy 6111, School Calendar.

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Policy 6111 – *School Calendar*.

Motion by _____ Seconded by _____

9. FIRST READING – ADOPTION OF BOARD POLICY 3110, FUND BALANCE DESIGNATIONS:

The Governmental Accounting Standards Board issued GASB Statement 54 (GASB 54), which alters how fund balance information is reported, and to improve clarity of how fund balance information is presented and classified. GASB 54 became effective for all school districts in California for the fiscal year 2010-2011. Implementation of GASB 54 requires school districts to adopt a Board policy that outlines various reporting restrictions to fund balance(s), minimum fund balance, authority to commit and assign, and spending order.

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

Staff Recommendation:

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business & Support Services, who will provide the rationale for adoption of Board Policy 3110, *Fund Balance Designations*. Any recommended changes will be brought back for final approval at the June 13, 2011, Board meeting.

DISCUSSION/
ACTION

Vote _____

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EXHIBIT C

INFORMATION/
DISCUSSION

Page 33

EXHIBIT D

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.

GENERAL FUNCTIONS

10. SCHOOL BOARD MINUTES:

Minutes of the April 27, 2011, special Board meeting and the May 9, 2011, regular Board meeting.

Contact: Jane Boos, Manager, Board Office Operations

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EXHIBIT E

BUSINESS & SUPPORT SERVICES

11. DONATIONS OF FUNDS AND EQUIPMENT:

A number of gifts have been donated to the District, including \$177,695.57 in cash. These funds will be deposited in the appropriate school accounts. Items other than cash gifts have no financial impact on the budget. The District does not guarantee maintenance of those items or the expenditure of any District funds for their continued use.

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

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EXHIBIT F

12. STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) CONTRACT 3-11-70-0291U – PURCHASE AND WARRANTY OF HARDWARE, SOFTWARE, SOFTWARE MAINTENANCE, INSTALLATION, MAINTENANCE, AND REPAIR, AMS.NET, INCORPORATED:

Approval of authorization to utilize CMAS Contract 3-11-70-0291U for the purchase and warranty of hardware, software, software maintenance, installation, maintenance, and repair from AMS.Net, Incorporated, under the same terms and conditions of the public agency's contract. School boards have the authority to "piggyback" on another public agency's bid, per Public Contract Code §20118, when it is in the best interest of a district. It is often advantageous to utilize piggyback bids when contract items are identical to the district's specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain.

This contract provides competitive pricing for various computer hardware and software items utilized by District sites, and allows staff to streamline the procurement process. Estimated annual expenditures utilizing this contract are \$60,000, funded by Economic Impact Aid and Title I funds.

Due to the size of the CMAS contract and award, the documentation will be posted online in the CUSD Board Agendas and Supporting Documentation page which can be accessed at: http://capousd.ca.schoolloop.com/cms/page_view?d=x&piid=&vpid=1293638734307

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

13. WESTERN STATES CONTRACTING ALLIANCE (WSCA) CONTRACT 1S-06-79-55 – MAINTENANCE REPAIR AND OPERATING SUPPLIES, W.W. GRAINGER, INCORPORATED:

Approval of authorization to utilize WSCA Contract 1S-06-79-55 for the purchase of maintenance repair and operating supplies from W.W. Grainger, Incorporated, under the same terms and conditions of the public agency's contract. School boards have the authority to "piggyback" on another public agency's bid, per Public Contract Code §20118, when it is in the best interest of a district. It is often advantageous to utilize piggyback bids when contract items are identical to the district's specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain.

This contract provides competitive pricing and timely delivery of various custodial and facilities maintenance supplies to District sites, allowing staff to streamline the procurement process. Estimated annual expenditures utilizing this contract are \$500,000, funded out of the general fund.

Due to the size of the WSCA contract and award, the documentation will be posted online in the CUSD Board Agendas and Supporting Documentation page which can be accessed at : http://capousd.ca.schoolloop.com/cms/page_view?d=x&piid=&vpid=1293638734307

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

14. LEASE/RENTAL AGREEMENT– ORANGE COUNTY FIRE AUTHORITY:

Page 63
EXHIBIT G

Approval of a lease/rental agreement with the Orange County Fire Authority to provide the use of a District bus on a temporary basis for the transportation of fire explorers during a one week intensive training in July. The income generated from this agreement is \$900 and will be deposited into the Transportation Department vehicle replacement account.

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

15. EXTENSION OF AGREEMENT RFQ NO. 1-0910 E-RATE CONSULTANT – NvL PROFESSIONAL SERVICES, LLC:

Page 65
EXHIBIT H

Approval of the second extension of the agreement for E-rate consulting services to be provided by NvLS Professional Services, LLC. In light of the fiscal crisis, a letter was sent to NvLS Professional Services, LLC, requesting the firm submit reduced costs for the 2011-2012 renewal period. The original contract price in 2009-2010 was \$20,000. The firm will hold its reduced cost of services at \$18,000 for the current renewal period of July 1, 2011, through June 30, 2012. There will be no additional fees for technology planning and RFP assistance. Any additional services requested by the District will be billed at \$125 per hour. This contract provides the District support and advice in processing E-rate applications and requests for E-rate funding.

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

16. AMENDMENT NO. 1 TO INCOME AGREEMENT – INTERPRETER TRAINING SESSIONS, ORANGE COUNTY DEPARTMENT OF EDUCATION:

Page 81
EXHIBIT I

Approval of amendment No.1 to Income Agreement 36637 with the Orange County Department of Education for interpreter training sessions. The amendment changes the contract term to April 19, 2011, through June 30, 2011. All other terms and conditions remain the same. The cost for the training sessions is \$100 per participant, not to exceed \$4,000, funded by Economic Impact Aid categorical funding.

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

17. MASTER CONTRACT - LARRY M. SIMMONS HIGH SCHOOL-KIVA, NON-PUBLIC SCHOOL:

Page 89
EXHIBIT J

Approval of a master contract with Larry M. Simmons High School-Kiva, a non-public school, for special education services. As indicated on the rate sheet, the cost for tuition per individual student is \$182.26 a day, and the cost for room and board per individual student is \$263.90 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 residential 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

- 18. MASTER CONTRACT – LARRY M. SIMMONS HIGH SCHOOL-BODEGA, NON-PUBLIC SCHOOL:** Page 123
EXHIBIT K
- Approval of a master contract for special education services to be provided by Abby Rozenberg, a non-public agency. As indicated on the rate sheet, the cost for speech and language therapy per individual student is \$125 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 therapy 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*
- 19. INDEPENDENT CONTRACTOR AGREEMENT – INDIVIDUALIZED COGNITIVE-SENSORY INTERVENTION PROGRAM, THE SPEECH, LANGUAGE & LEARNING CENTER:** Page 157
EXHIBIT L
- Approval of an independent contractor agreement with The Speech, Language & Learning Center to provide individualized cognitive-sensory intervention programs to students as designated by the District. The Center will provide services at the rates indicated on the rate sheet for the balance of this fiscal year and for the 2011-2012 school year, on an as-needed basis, paid for out of special education funds. Scheduled services under this contract are estimated to be \$4,000. Additional services may be required as determined by an individual's IEP. Separate purchase orders will be approved by the Board for such services.
- Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
- 20. INDEPENDENT CONTRACTOR AGREEMENT – TECHNOLOGY IN THE MATHEMATICS CLASSROOM WORKSHOP, PEARSON:** Page 165
EXHIBIT M
- Approval of an independent contractor agreement with Pearson for an enVisionMATH professional development workshop about technology in the mathematics classroom for District K-5 teachers. As indicated on the rate sheet, the cost for the presentation is a total fee not to exceed \$3,500, paid by Title I funds.
- Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
- 21. INDEPENDENT CONTRACTOR AGREEMENT – ART INSTRUCTION, ASSEMBLIES, LECTURES, AND PROGRAMS, MEET THE MASTERS, INCORPORATED:** Page 173
EXHIBIT N
- Approval of an independent contractor agreement with Meet the Masters, Incorporated to provide art instruction, assemblies, lectures, and programs. This master contract can be utilized by any site in the District, on an as-needed basis, at the prices indicated on the rate sheet. The estimated cost for the 2011-2012 fiscal year is \$67,000, paid by gift, site, and PTA funds.
- Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
- 22. INDEPENDENT CONTRACTOR AGREEMENT – E-WASTE RECYCLING AND DISPOSAL SERVICES, ALL GREEN ELECTRONICS RECYCLING:** Page 185
EXHIBIT O
- Approval of an independent contractor agreement with All Green Electronics Recycling and Disposal Services for e-waste recycling and disposal services throughout the District. Of the four companies submitting proposals, only All Green Electronics Recycling responded positively in every criterion for this service.
- As indicated on the rate sheet, the cost for data destruction is \$4 to \$6 per system. Services under this contract are on an as-needed basis, estimated at \$8,000, to be paid for out of the general fund.
- Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

23. AWARD RFQ NO. 7-1011 – STUDENT ASSESSMENT AND DATA ANALYSIS SYSTEM, ILLUMINATE EDUCATION, INCORPORATED:

Page 197
EXHIBIT P

Approval of award of a service agreement with Illuminate Education, Incorporated for a student assessment and data analysis system. The firm was chosen based upon its high level of technical qualifications, professionalism, and experience. The contract resulting from RFQ No. 7-1011 provides for software licensing and support services. The contract may be extended by mutual agreement, and upon Board approval, for a renewal term not to exceed four additional one-year periods. The total annual expenditures under this contract are estimated to be \$189,000 to be paid out of Microsoft voucher funds.

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

PERSONNEL SERVICES

24. MASTER TEACHER PAYMENT:

Page 207
EXHIBIT Q

Approval of payment to the District's master teachers who supported student teachers during the 2010 fall semester. Student teachers from various universities are placed in the District throughout the school year. Current university agreements specify that institutions pay master teachers a nominal stipend for their supervision and support of student teachers. The 2008-2009 school year ended the traditional practice of the university reimbursing the District for these fees. This year California State University, Fullerton has agreed to reimburse the District for all costs associated with compensating master teachers. Therefore, the compensation amounts differ as a result of including all statutory costs.

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Larson Ishii _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Bryson _____

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 MONDAY, JUNE 13, 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
FISCAL YEAR 2010-11
ACTUAL AND PROJECTED MONTHLY CASH FLOWS

	July 2010 Actual	August 2010 Actual	September 2010 Actual	October 2010 Actual	November 2010 Actual	December 2010 Actual	December 11 - 31, 2010 Actual	January 2011 Actual	February 2011 Actual	March 2011 Actual	April 2011 Actual	May 2011 (Projected)	June 2011 (Projected)	Total (Projected)
Beginning Balance	\$ 31,418,017	\$ 22,736,542	\$ 70,340,222	\$ 63,081,183	\$ 40,717,747	\$ 30,738,110	\$ 17,873,277	\$ 136,128,343	\$ 105,370,791	\$ 49,658,234	\$ 37,306,029	\$ 82,445,222	\$ 42,642,786	\$ 31,418,017
Revenues:														
Revenue Limit:														
Property Tax	\$ 7,718,462	\$ (828,701)	\$ 6,020,522	\$ (465,571)	\$ 8,745,282	\$ (596,691)	\$ 106,857,181	\$ 9,117,305	\$ (219,720)	\$ 11,169,711	\$ 84,724,809	\$ 4,094,675	\$ (1,356,405)	\$ 234,980,859
State Aid		585,949	1,305,742	3,453,633	1,756,668	-	3,513,335	1,756,668	(123,673)	(884,412)	4,627,059	569,228	-	16,556,786
Other		46,021	69,021	74,251	82,853	-	86,227	88,004	78,960	86,944	87,379	61,796	(49,616)	711,839
Federal Revenues	258,638	1,770,982	10,817,816	242,104	652,985	(14,575)	585,794	969,029	137,114	9,765,536	328,201	788,060	788,060	27,089,744
Other State Revenues	3,911,684	2,056,919	(5,009,462)	5,989,512	10,507,018	(141,345)	9,812,864	8,776,978	876,988	2,613,362	8,460,992	2,372,364	3,366,483	53,594,357
Other Local Income	279,737	1,433,633	953,184	701,021	294,166	1,837	189,589	703,640	667,323	750,612	298,740	462,118	462,118	7,197,717
Other Sources (inc. Premium)	(7,382,668)	(4,396,243)	(237,437)	463,580	433,359	(22,647)	(13,083)	876,702	463,867	432,823	460,961	5,427,572	8,051,253	4,558,040
Interfund Transfers In	4,295	14,087	29,130	237,185	32,042	(443,594)	167,348	298,622	35,341	3,928,175	173,146	-	2,758,297	7,234,074
Accounts Receivable	2,677,319	4,328,327	6,772,802	2,355,527	292,331	26,913	543,057	(266,170)	(607,062)	64,005	263,637	-	-	16,450,687
TRANS Proceeds	-	60,000,000	735,830	-	-	-	-	-	-	-	-	-	-	60,735,830
Total Revenues	\$ 7,464,056	\$ 65,010,974	\$ 21,457,168	\$ 13,051,242	\$ 22,796,703	\$ (1,190,102)	\$ 121,742,312	\$ 22,320,778	\$ 1,309,137	\$ 27,976,756	\$ 99,424,925	\$ 13,775,814	\$ 14,020,190	\$ 429,109,954
Disbursements:														
Salaries & Benefits	\$ 703,417	\$ 5,118,342	\$ 24,823,430	\$ 28,640,823	\$ 29,803,244	\$ 10,954,671	\$ 747,586	\$ 49,944,839	\$ 30,207,657	\$ 34,039,669	\$ 31,420,320	\$ 31,236,989	\$ 31,203,956	\$ 308,845,142
Supplies & Services	638,074	2,911,566	3,425,103	2,913,473	2,500,499	720,060	1,747,310	2,414,758	2,021,098	4,048,881	2,640,428	3,695,599	4,307,051	33,983,899
Capital Outlays	-	-	-	-	-	-	-	-	-	2,763,735	769,978	-	-	3,533,713
Other Outgo	1,303,245	312,216	911,565	837,479	565,330	-	1,009,753	547,828	628,561	(483,297)	503,137	514,378	184,293	6,834,487
Other Uses	3	4,146,385	6,545	-	(5,194)	-	(1,008)	(0)	-	(884,653)	241	-	-	3,262,319
Interfund Transfers Out	-	34,440	-	(34,440)	-	-	-	-	-	-	-	-	-	-
Accounts Payable	13,500,792	4,884,345	(450,436)	3,057,343	(87,538)	-	(16,395)	170,905	(314,288)	794,626	592,429	(227,716)	(240,000)	21,664,068
TRANS Interest Payment	-	-	-	-	-	-	-	-	478,667	-	359,000	359,000	-	1,196,667
TRANS Principal Repayment	-	-	-	-	-	-	-	-	24,000,000	-	18,000,000	18,000,000	-	60,000,000
Total Disbursements	\$ 16,145,531	\$ 17,407,294	\$ 28,716,207	\$ 35,414,678	\$ 32,776,340	\$ 11,674,731	\$ 3,487,246	\$ 53,078,330	\$ 57,021,695	\$ 40,278,960	\$ 54,285,733	\$ 53,578,250	\$ 35,455,300	\$ 439,320,295
Ending Balance	\$ 22,736,542	\$ 70,340,222	\$ 63,081,183	\$ 40,717,747	\$ 30,738,110	\$ 17,873,277	\$ 136,128,343	\$ 105,370,791	\$ 49,658,234	\$ 37,306,029	\$ 82,445,222	\$ 42,642,786	\$ 21,207,676	\$ 21,207,676

Source:
CAPISTRANO UNIFIED SCHOOL DISTRICT

AGENDA ITEM 6
EXHIBIT A

CAPISTRANO UNIFIED SCHOOL DISTRICT
FISCAL YEAR 2011-12
PROJECTED GENERAL FUND CASH FLOWS

	July 2011 (Projected)	August 2011 (Projected)	September 2011 (Projected)	October 2011 (Projected)	November 2011 (Projected)	December 1-10, 2011 (Projected)	December 11-31, 2011 (Projected)	January 2012 (Projected)	February 2012 (Projected)	March 2012 (Projected)	April 2012 (Projected)	May 2012 (Projected)	June 2012 (Projected)	Total (Projected)
BEGINNING CASH BALANCE	\$ 21,207,676	\$ 40,388,421	\$ 47,632,605	\$ 9,145,718	\$ (22,032,030)	\$ (39,159,189)	\$ (51,025,912)	\$ 57,478,216	\$ 28,553,629	\$ (1,714,742)	\$ (11,144,141)	\$ 48,621,204	\$ 18,894,852	\$ 21,207,676
REVENUE														
Revenue Limit:														
Property Tax	\$ 7,546,013	\$ (1,173,596)	\$ 5,790,592	\$ (687,048)	\$ 8,621,416	\$ -	\$ 106,021,792	\$ 8,878,607	\$ (533,005)	\$ 11,025,147	\$ 86,028,202	\$ 4,132,504	\$ (2,727,562)	\$ 232,923,061
State Aid	-	-	1,144,758	-	895,897	-	895,897	2,538,376	131,382	(136,198)	718,990	207,833	-	6,396,935
Other	32,713	32,713	32,713	32,713	32,713	-	32,713	32,713	32,713	32,713	32,713	32,713	32,713	392,562
Federal Revenues	262,156	1,795,071	83,012	245,397	661,867	(14,773)	593,762	982,210	138,979	9,898,366	332,666	798,779	798,779	16,576,271
Other State Revenues	3,785,045	1,990,327	(4,847,283)	5,795,604	10,168,857	(136,769)	9,495,177	8,492,827	848,596	2,528,755	8,187,071	2,295,560	3,257,495	51,859,262
Other Local Income	273,239	1,400,329	931,041	684,736	287,332	1,794	185,184	687,294	651,821	733,175	291,800	451,383	451,383	7,030,509
Other Sources	508,431	-	-	-	-	-	-	-	-	-	-	-	-	508,431
Interfund Transfers In	-	-	-	-	-	-	-	-	-	-	-	-	-	2,758,297
Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	39,232,454
TRANS RECEIVABLE	17,859,431	18,876,847	2,496,176	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUE	\$ 30,267,028	\$ 22,921,691	\$ 5,631,009	\$ 6,071,402	\$ 20,666,083	\$ (149,748)	\$ 117,224,525	\$ 21,612,027	\$ 1,270,486	\$ 24,081,958	\$ 95,591,442	\$ 7,918,773	\$ 4,571,105	\$ 357,677,782
DISBURSEMENTS														
Salaries & Benefits	\$ 689,564	\$ 5,111,276	\$ 25,023,124	\$ 28,507,562	\$ 29,669,410	\$ 11,125,752	\$ 766,564	\$ 48,001,197	\$ 29,243,099	\$ 31,470,258	\$ 31,164,846	\$ 33,095,736	\$ 33,033,959	\$ 306,902,346
Supplies & Services	525,904	2,384,416	2,811,459	2,396,807	2,053,523	591,223	1,434,714	1,981,566	1,660,272	2,529,189	4,152,818	4,029,280	3,533,956	30,085,107
Capital Outlays	-	-	-	-	-	-	-	-	-	-	-	-	-	462,763
Other Outgo	1,316,966	315,550	921,162	846,341	571,869	-	1,020,679	553,851	635,486	(488,070)	508,434	520,109	190,024	6,912,401
Other Uses	-	-	9,809,842	-	-	-	-	-	-	-	-	-	-	9,809,842
Interfund Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TRANS INTEREST PAYMENT	8,553,849	7,866,266	5,552,310	5,498,440	5,498,440	-	5,498,440	-	-	-	-	-	-	38,467,744
TOTAL DISBURSEMENTS	\$ 11,086,283	\$ 15,677,507	\$ 44,117,897	\$ 37,249,150	\$ 37,793,242	\$ 11,716,975	\$ 8,720,397	\$ 50,536,614	\$ 31,538,858	\$ 33,511,357	\$ 35,826,098	\$ 37,645,125	\$ 37,220,702	\$ 392,640,203
ENDING CASH BALANCE	\$ 40,388,421	\$ 47,632,605	\$ 9,145,718	\$ (22,032,030)	\$ (39,159,189)	\$ (51,025,912)	\$ 57,478,216	\$ 28,553,629	\$ (1,714,742)	\$ (11,144,141)	\$ 48,621,204	\$ 18,894,852	\$ (13,754,745)	\$ (13,754,745)

Source:
CAPISTRANO UNIFIED SCHOOL DISTRICT

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	244,204,288.00	258,026,389.00	248,929,808.47	256,826,640.00	(1,199,749.00)	-0.5%
2) Federal Revenue		8100-8299	700,000.00	717,790.00	588,142.54	717,790.00	0.00	0.0%
3) Other State Revenue		8300-8599	32,524,782.00	34,677,970.00	23,973,192.63	35,312,336.00	634,366.00	1.8%
4) Other Local Revenue		8600-8799	5,561,810.00	6,276,285.00	5,362,164.97	7,659,350.00	1,383,065.00	22.0%
5) TOTAL, REVENUES			282,990,880.00	299,698,434.00	278,853,308.61	300,516,116.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	154,512,188.00	154,238,611.00	125,360,437.25	157,967,055.00	(3,728,444.00)	-2.4%
2) Classified Salaries		2000-2999	28,256,559.00	27,688,217.00	20,370,554.97	27,814,916.00	(126,699.00)	-0.5%
3) Employee Benefits		3000-3999	53,733,800.00	56,829,054.00	43,338,046.27	56,207,071.00	621,983.00	1.1%
4) Books and Supplies		4000-4999	3,832,499.00	4,853,403.00	3,238,644.93	4,195,662.00	657,741.00	13.6%
5) Services and Other Operating Expenditures		5000-5999	18,368,510.00	19,170,698.00	14,012,116.01	19,452,110.00	(281,412.00)	-1.5%
6) Capital Outlay		6000-6999	1,000.00	50,000.00	3,507,660.00	50,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299						
		7400-7499	2,986,028.00	3,131,678.00	3,058,966.11	4,576,514.00	(1,444,836.00)	-46.1%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(3,472,215.00)	(3,503,644.00)	(190,588.71)	(3,647,476.00)	143,832.00	-4.1%
9) TOTAL, EXPENDITURES			258,218,369.00	262,458,017.00	212,695,836.83	266,615,852.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			24,772,511.00	37,240,417.00	66,157,471.78	33,900,264.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	2,758,297.00	2,758,297.00	0.00	2,758,297.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	4,475,776.70	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(43,766,070.00)	(43,163,172.00)	0.00	(49,133,269.00)	(5,970,097.00)	13.8%
4) TOTAL, OTHER FINANCING SOURCES/USES			(41,007,773.00)	(40,404,875.00)	4,475,776.70	(46,374,972.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(16,235,262.00)	(3,164,458.00)	70,633,248.48	(12,474,708.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	22,219,980.00	23,233,728.00		23,233,728.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		884,412.00	884,412.00	New
c) As of July 1 - Audited (F1a + F1b)			22,219,980.00	23,233,728.00		24,118,140.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			22,219,980.00	23,233,728.00		24,118,140.00		
2) Ending Balance, June 30 (E + F1e)			5,984,718.00	20,069,270.00		11,643,432.00		
Components of Ending Fund Balance								
a) Reserve for								
Revolving Cash		9711	175,000.00	175,000.00		175,000.00		
Stores		9712	150,000.00	150,000.00		150,000.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
General Reserve		9730	0.00	0.00		0.00		
Legally Restricted Balance		9740	0.00	0.00		0.00		
b) Designated Amounts								
Designated for Economic Uncertainties		9770	1,830,062.00	7,532,809.00		7,655,252.00		
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00		0.00		
Other Designations		9780	3,829,656.00	12,211,461.00		3,663,180.00		
Gift Estimated Carryover	0000	9780	500,000.00					
Reserve for Staff Development Grant	0000	9780	329,656.00					
Reserve for Deferred Maintenance	0000	9780	3,000,000.00					
Reserve for Deferred Maintenance	0000	9780		3,000,000.00				
Mandated Cost Reimbursement	0000	9780		1,800,000.00				
Balance of Budgeted Revenue Limit	0000	9780		7,411,461.00				
Site Estimated Carryover	0000	9780				1,200,000.00		
Balance of Budgeted Revenue Limit	0000	9780				2,050,000.00		
Reserve for FY 2011-2012 Reductions	0000	9780				413,180.00		
c) Undesignated Amount		9790				0.00		
d) Unappropriated Amount		9790	0.00	0.00				

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
REVENUE LIMIT SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	13,360,104.00	26,801,254.00	15,652,542.92	26,303,148.00	(498,106.00)	-1.9%
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	791,742.00	335,015.43	335,015.00	(456,727.00)	-57.7%
Tax Relief Subventions								
Homeowners' Exemptions		8021	2,068,048.00	2,035,013.00	1,017,506.21	2,035,013.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	216,174,230.00	223,560,540.00	219,534,209.61	223,257,621.00	(302,919.00)	-0.1%
Unsecured Roll Taxes		8042	9,096,492.00	9,287,501.00	8,622,709.34	9,287,501.00	0.00	0.0%
Prior Years' Taxes		8043	12,335,902.00	7,548,075.00	7,275,546.48	7,548,075.00	0.00	0.0%
Supplemental Taxes		8044	2,425,585.00	2,330,670.00	2,019,618.93	2,383,709.00	53,039.00	2.3%
Education Revenue Augmentation Fund (ERAF)		8045	1,641,554.00	(2,135,136.00)	306,817.94	(1,774,079.00)	361,057.00	-16.9%
Supplemental Educational Revenue Augmentation Fund (SERAF)		8046	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	35,854.00	35,854.01	35,854.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-Revenue Limit (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, Revenue Limit Sources			257,101,915.00	270,255,513.00	254,799,820.87	269,411,857.00	(843,656.00)	-0.3%
Revenue Limit Transfers								
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	(5,580,918.00)	(5,504,221.00)	0.00	(5,504,221.00)	0.00	0.0%
Continuation Education ADA Transfer	2200	8091						
Community Day Schools Transfer	2430	8091						
Special Education ADA Transfer	6500	8091						
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	852,865.00	775,268.00	699,659.60	711,839.00	(63,429.00)	-8.2%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(8,169,574.00)	(7,500,171.00)	(6,569,672.00)	(7,792,835.00)	(292,664.00)	3.9%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			244,204,288.00	258,026,389.00	248,929,808.47	256,826,640.00	(1,199,749.00)	-0.5%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB/IASA (incl. ARRA)	3000-3299, 4000-4139, 4201-4215, 4610, 5510	8290						
Vocational and Applied Technology Education	3500-3699	8290						
Safe and Drug Free Schools	3700-3799	8290						
JTPA / WIA	5600-5625	8290						
Other Federal Revenue (incl. ARRA)	All Other	8290	700,000.00	717,790.00	588,142.54	717,790.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			700,000.00	717,790.00	588,142.54	717,790.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
Community Day School Additional Funding								
Current Year	2430	8311						
Prior Years	2430	8319						
ROC/P Entitlement								
Current Year	6355-6360	8311						
Prior Years	6355-6360	8319						
Special Education Master Plan								
Current Year	6500	8311						
Prior Years	6500	8319						
Home-to-School Transportation	7230	8311						
Economic Impact Aid	7090-7091	8311						
Spec. Ed. Transportation	7240	8311						
All Other State Apportionments - Current Year	All Other	8311	0.00	17,656.00	21,963.77	21,865.00	4,209.00	23.8%
All Other State Apportionments - Prior Years	All Other	8319	0.00	7,365.00	12,549.00	12,549.00	5,184.00	70.4%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	8,051,780.00	8,051,780.00	4,083,393.00	7,961,512.00	(90,268.00)	-1.1%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	1,000.00	1,813,129.00	1,813,129.00	1,813,129.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	5,955,483.00	6,051,911.00	3,347,386.35	6,051,911.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590						
Drug/Alcohol/Tobacco Funds	6650-6690	8590						
Healthy Start	6240	8590						
Class Size Reduction Facilities	6200	8590						
School Community Violence Prevention Grant	7391	8590						
Quality Education Investment Act	7400	8590						
All Other State Revenue	All Other	8590	18,516,519.00	18,736,129.00	14,694,771.51	19,451,370.00	715,241.00	3.8%
TOTAL, OTHER STATE REVENUE			32,524,782.00	34,677,970.00	23,973,192.63	35,312,336.00	634,366.00	1.8%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Community Redevelopment Funds Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	55,000.00	60,000.00	6,575.88	60,000.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	1,357,000.00	1,386,344.00	956,364.00	1,386,344.00	0.00	0.0%
Interest		8660	1,359,210.00	1,159,210.00	440,899.03	1,159,210.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	(92,284.43)	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00		
Transportation Services	7230, 7240	8677						
Interagency Services	All Other	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-Revenue Limit (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	2,540,500.00	3,410,631.00	3,932,824.06	4,542,114.00	1,131,483.00	33.2%
Tuition		8710	8,000.00	8,000.00	0.00	259,582.00	251,582.00	3144.8%
All Other Transfers In		8781-8783	242,100.00	252,100.00	117,786.43	252,100.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			5,561,810.00	6,276,285.00	5,362,164.97	7,659,350.00	1,383,065.00	22.0%
TOTAL, REVENUES			282,990,880.00	299,698,434.00	278,853,308.61	300,516,116.00	817,682.00	0.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	140,132,545.00	139,128,581.00	113,018,082.26	142,830,026.00	(3,701,445.00)	-2.7%
Certificated Pupil Support Salaries		1200	2,549,188.00	2,989,738.00	2,471,003.05	3,065,288.00	(75,550.00)	-2.5%
Certificated Supervisors' and Administrators' Salaries		1300	11,482,603.00	11,750,531.00	9,550,220.29	11,686,475.00	64,056.00	0.5%
Other Certificated Salaries		1900	347,852.00	369,761.00	321,131.65	385,266.00	(15,505.00)	-4.2%
TOTAL, CERTIFICATED SALARIES			154,512,188.00	154,238,611.00	125,360,437.25	157,967,055.00	(3,728,444.00)	-2.4%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	1,318,640.00	1,300,475.00	955,251.99	1,426,599.00	(126,124.00)	-9.7%
Classified Support Salaries		2200	11,204,867.00	10,930,073.00	8,154,049.26	10,934,970.00	(4,897.00)	0.0%
Classified Supervisors' and Administrators' Salaries		2300	1,420,626.00	1,566,803.00	1,388,286.71	1,580,177.00	(13,374.00)	-0.9%
Clerical, Technical and Office Salaries		2400	12,120,686.00	11,673,459.00	8,467,446.12	11,663,754.00	9,705.00	0.1%
Other Classified Salaries		2900	2,191,740.00	2,217,407.00	1,405,520.89	2,209,416.00	7,991.00	0.4%
TOTAL, CLASSIFIED SALARIES			28,256,559.00	27,688,217.00	20,370,554.97	27,814,916.00	(126,699.00)	-0.5%
EMPLOYEE BENEFITS								
STRS		3101-3102	11,836,664.00	12,764,246.00	10,384,414.44	13,084,498.00	(320,252.00)	-2.5%
PERS		3201-3202	2,621,915.00	2,575,493.00	1,923,340.75	2,568,526.00	6,967.00	0.3%
OASDI/Medicare/Alternative		3301-3302	3,507,228.00	3,667,301.00	3,094,632.12	3,731,591.00	(64,290.00)	-1.8%
Health and Welfare Benefits		3401-3402	30,940,931.00	30,978,828.00	23,283,270.43	29,852,824.00	1,126,004.00	3.6%
Unemployment Insurance		3501-3502	1,261,295.00	1,310,134.00	1,044,275.98	1,338,408.00	(28,274.00)	-2.2%
Workers' Compensation		3601-3602	2,052,196.00	3,698,664.00	2,188,758.26	3,764,803.00	(66,139.00)	-1.8%
OPEB, Allocated		3701-3702	280,000.00	691,670.00	351,222.04	701,853.00	(10,183.00)	-1.5%
OPEB, Active Employees		3751-3752	779,969.00	783,979.00	624,924.66	809,557.00	(25,578.00)	-3.3%
PERS Reduction		3801-3802	466,851.00	353,244.00	418,433.97	351,259.00	1,985.00	0.6%
Other Employee Benefits		3901-3902	(13,249.00)	5,495.00	24,773.62	3,752.00	1,743.00	31.7%
TOTAL, EMPLOYEE BENEFITS			53,733,800.00	56,829,054.00	43,338,046.27	56,207,071.00	621,983.00	1.1%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	492,951.00	503,999.00	337,615.44	433,900.00	70,099.00	13.9%
Books and Other Reference Materials		4200	0.00	12,433.00	4,789.23	12,918.00	(485.00)	-3.9%
Materials and Supplies		4300	2,732,998.00	3,609,929.00	2,044,849.22	2,911,336.00	698,593.00	19.4%
Noncapitalized Equipment		4400	606,550.00	727,042.00	851,391.04	837,508.00	(110,466.00)	-15.2%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			3,832,499.00	4,853,403.00	3,238,644.93	4,195,662.00	657,741.00	13.6%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	10,000.00	1,249.94	10,000.00	0.00	0.0%
Travel and Conferences		5200	242,560.00	284,442.00	286,598.54	291,259.00	(6,817.00)	-2.4%
Dues and Memberships		5300	42,350.00	47,300.00	10,250.00	47,300.00	0.00	0.0%
Insurance		5400-5450	2,200,000.00	2,200,000.00	1,950,000.00	2,200,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	9,200,000.00	9,200,000.00	6,304,578.18	9,200,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,032,104.00	2,648,907.00	1,654,502.56	2,061,907.00	587,000.00	22.2%
Transfers of Direct Costs		5710	604,572.00	556,101.00	532,793.04	587,577.00	(31,476.00)	-5.7%
Transfers of Direct Costs - Interfund		5750	(241,200.00)	(266,200.00)	(43,142.16)	(266,300.00)	100.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	3,713,194.00	3,862,448.00	2,716,589.72	4,546,142.00	(683,694.00)	-17.7%
Communications		5900	574,930.00	627,700.00	598,696.19	774,225.00	(146,525.00)	-23.3%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			18,368,510.00	19,170,698.00	14,012,116.01	19,452,110.00	(281,412.00)	-1.5%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	1,000.00	50,000.00	3,507,660.00	50,000.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,000.00	50,000.00	3,507,660.00	50,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	30,000.00	30,000.00	23,171.00	30,000.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	2,708,977.00	2,723,147.00	2,651,081.69	3,418,015.00	(694,868.00)	-25.5%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	906.00	571.00	0.00	251,759.00	(251,188.00)	-43990.9%
Other Debt Service - Principal		7439	246,145.00	377,960.00	384,713.42	876,740.00	(498,780.00)	-132.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			2,986,028.00	3,131,678.00	3,058,966.11	4,576,514.00	(1,444,836.00)	-46.1%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(2,906,821.00)	(2,937,611.00)	(14,554.84)	(3,081,443.00)	143,832.00	-4.9%
Transfers of Indirect Costs - Interfund		7350	(565,394.00)	(566,033.00)	(176,033.87)	(566,033.00)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(3,472,215.00)	(3,503,644.00)	(190,588.71)	(3,647,476.00)	143,832.00	-4.1%
TOTAL, EXPENDITURES			258,218,369.00	262,458,017.00	212,695,836.83	266,615,852.00	(4,157,835.00)	-1.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	650,000.00	650,000.00	0.00	650,000.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,108,297.00	2,108,297.00	0.00	2,108,297.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			2,758,297.00	2,758,297.00	0.00	2,758,297.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	3,604,313.25	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	871,463.45	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	4,475,776.70	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(43,766,070.00)	(43,163,172.00)	0.00	(49,133,269.00)	(5,970,097.00)	13.8%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(43,766,070.00)	(43,163,172.00)	0.00	(49,133,269.00)	(5,970,097.00)	13.8%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(41,007,773.00)	(40,404,875.00)	4,475,776.70	(46,374,972.00)	(5,970,097.00)	14.8%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	5,580,918.00	5,504,221.00	0.00	5,504,221.00	0.00	0.0%
2) Federal Revenue		8100-8299	18,578,272.00	27,340,064.00	25,139,845.76	26,288,942.00	(1,051,122.00)	-3.8%
3) Other State Revenue		8300-8599	34,008,453.00	34,096,455.00	23,811,294.51	34,144,749.00	48,294.00	0.1%
4) Other Local Revenue		8600-8799	1,027,900.00	1,114,576.00	1,004,350.88	949,937.00	(164,639.00)	-14.8%
5) TOTAL, REVENUES			59,195,543.00	68,055,316.00	49,955,491.15	66,887,849.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	31,447,957.00	31,561,819.00	25,605,471.86	32,926,365.00	(1,364,546.00)	-4.3%
2) Classified Salaries		2000-2999	28,837,358.00	27,920,852.00	18,875,579.57	27,455,869.00	464,983.00	1.7%
3) Employee Benefits		3000-3999	19,261,442.00	19,471,646.00	14,411,474.29	20,066,932.00	(595,286.00)	-3.1%
4) Books and Supplies		4000-4999	6,818,690.00	12,134,405.00	4,021,162.64	10,433,791.00	1,700,614.00	14.0%
5) Services and Other Operating Expenditures		5000-5999	7,815,748.00	10,299,110.00	4,817,141.39	15,158,673.00	(4,859,563.00)	-47.2%
6) Capital Outlay		6000-6999	39,229.00	57,763.00	26,053.11	62,763.00	(5,000.00)	-8.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	6,865,118.00	6,960,894.00	3,252,882.68	6,960,894.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	2,906,821.00	2,937,611.00	14,554.84	3,081,443.00	(143,832.00)	-4.9%
9) TOTAL, EXPENDITURES			103,992,363.00	111,344,100.00	71,024,320.38	116,146,730.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(44,796,820.00)	(43,288,784.00)	(21,068,829.23)	(49,258,881.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	43,766,070.00	43,163,172.00	0.00	49,133,269.00	5,970,097.00	13.8%
4) TOTAL, OTHER FINANCING SOURCES/USES			43,766,070.00	43,163,172.00	0.00	49,133,269.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,030,750.00)	(125,612.00)	(21,068,829.23)	(125,612.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,030,750.00	2,442,605.00		2,442,605.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,030,750.00	2,442,605.00		2,442,605.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,030,750.00	2,442,605.00		2,442,605.00		
2) Ending Balance, June 30 (E + F1e)			0.00	2,316,993.00		2,316,993.00		
Components of Ending Fund Balance								
a) Reserve for								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
General Reserve		9730	0.00	0.00		0.00		
Legally Restricted Balance		9740	0.00	0.00		0.00		
b) Designated Amounts								
Designated for Economic Uncertainties		9770	0.00	0.00		0.00		
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00		0.00		
Other Designations		9780	0.00	2,316,993.00		2,316,993.00		
Reserve SFSF 2nd Round: Final Estimæ	3200	9780		2,316,993.00				
Reserve SFSF Second Round: Final Es	3200	9780				2,316,993.00		
c) Undesignated Amount		9790				0.00		
d) Unappropriated Amount		9790	0.00	0.00				

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
REVENUE LIMIT SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/in-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Supplemental Educational Revenue Augmentation Fund (SERAF)		8046	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-Revenue Limit (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, Revenue Limit Sources			0.00	0.00	0.00	0.00		
Revenue Limit Transfers								
Unrestricted Revenue Limit Transfers - Current Year	0000	8091						
Continuation Education ADA Transfer	2200	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Community Day Schools Transfer	2430	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education ADA Transfer	6500	8091	5,580,918.00	5,504,221.00	0.00	5,504,221.00	0.00	0.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	0.00	0.00	0.00	0.00		
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			5,580,918.00	5,504,221.00	0.00	5,504,221.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	9,264,057.00	12,289,887.00	8,892,520.84	12,233,941.00	(55,946.00)	-0.5%
Special Education Discretionary Grants		8182	821,379.00	1,572,422.00	1,161,316.02	1,572,422.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	95,726.00	88,957.00	37,717.52	88,957.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB/IASA (incl. ARRA)	3000-3299, 4000-4139, 4201-4215, 4610, 5510	8290	6,785,661.00	11,638,223.00	14,149,406.20	10,641,848.00	(996,375.00)	-8.6%
Vocational and Applied Technology Education	3500-3699	8290	205,751.00	207,611.00	28,121.30	207,611.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	62,130.00	62,130.24	62,130.00	0.00	0.0%
JTPA / WIA	5600-5625	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)	All Other	8290	1,405,698.00	1,480,834.00	808,633.64	1,482,033.00	1,199.00	0.1%
TOTAL, FEDERAL REVENUE			18,578,272.00	27,340,064.00	25,139,845.76	26,288,942.00	(1,051,122.00)	-3.8%
OTHER STATE REVENUE								
Other State Apportionments								
Community Day School Additional Funding								
Current Year	2430	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	2430	8319	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Entitlement								
Current Year	6355-6360	8311	0.00	0.00	1,006.62	0.00	0.00	0.0%
Prior Years	6355-6360	8319	0.00	0.00	738.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	25,419,320.00	25,262,965.00	17,770,679.70	25,262,965.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	78,220.00	78,220.00	78,220.00	New
Home-to-School Transportation	7230	8311	683,594.00	686,465.00	501,119.16	686,465.00	0.00	0.0%
Economic Impact Aid	7090-7091	8311	2,765,567.00	3,254,211.00	2,603,369.00	3,254,211.00	0.00	0.0%
Spec. Ed. Transportation	7240	8311	1,765,191.00	1,772,605.00	1,294,000.84	1,772,605.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	202,956.00	202,956.00	141,063.81	202,956.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00	0.00	0.0%
Lottery - Unrestricted and Instructional Material		8560	777,969.00	927,926.00	50,113.58	927,926.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650-6690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Healthy Start	6240	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction Facilities	6200	8590	0.00	0.00	0.00	0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	396,200.00	390,083.00	292,562.00	390,083.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,997,656.00	1,599,244.00	1,078,421.80	1,569,318.00	(29,926.00)	-1.9%
TOTAL, OTHER STATE REVENUE			34,008,453.00	34,096,455.00	23,811,294.51	34,144,749.00	(48,294.00)	0.1%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Community Redevelopment Funds								
Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue								
Limit Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	761,700.00	761,700.00	493,588.00	595,532.00	(166,168.00)	-21.8%
Transportation Services	7230, 7240	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services	All Other	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-Revenue Limit (50%) A		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	216,200.00	302,876.00	510,762.88	304,405.00	1,529.00	0.5%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	50,000.00	50,000.00	0.00	50,000.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,027,900.00	1,114,576.00	1,004,350.88	949,937.00	(164,639.00)	-14.8%
TOTAL, REVENUES			59,195,543.00	68,055,316.00	49,955,491.15	66,887,849.00	(1,167,467.00)	-1.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	25,066,054.00	24,579,386.00	19,993,036.57	25,184,105.00	(604,719.00)	-2.5%
Certificated Pupil Support Salaries		1200	3,777,425.00	3,678,231.00	3,001,245.16	3,780,677.00	(102,446.00)	-2.8%
Certificated Supervisors' and Administrators' Salaries		1300	1,517,050.00	1,565,882.00	1,304,858.57	1,566,990.00	(1,108.00)	-0.1%
Other Certificated Salaries		1900	1,087,428.00	1,738,320.00	1,306,331.56	2,394,593.00	(656,273.00)	-37.8%
TOTAL, CERTIFICATED SALARIES			31,447,957.00	31,561,819.00	25,605,471.86	32,926,365.00	(1,364,546.00)	-4.3%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	12,251,148.00	12,249,405.00	8,099,679.26	11,999,366.00	250,039.00	2.0%
Classified Support Salaries		2200	12,849,242.00	11,985,019.00	8,170,106.11	11,702,296.00	282,723.00	2.4%
Classified Supervisors' and Administrators' Salaries		2300	1,159,435.00	1,103,380.00	833,672.91	1,134,584.00	(31,204.00)	-2.8%
Clerical, Technical and Office Salaries		2400	1,491,764.00	1,337,663.00	981,748.35	1,328,585.00	9,078.00	0.7%
Other Classified Salaries		2900	1,085,769.00	1,245,385.00	790,372.94	1,291,038.00	(45,653.00)	-3.7%
TOTAL, CLASSIFIED SALARIES			28,837,358.00	27,920,852.00	18,875,579.57	27,455,869.00	464,983.00	1.7%
EMPLOYEE BENEFITS								
STRS		3101-3102	2,595,952.00	2,598,764.00	2,109,655.87	2,673,111.00	(74,347.00)	-2.9%
PERS		3201-3202	2,507,222.00	2,374,216.00	1,700,734.37	2,340,606.00	33,610.00	1.4%
OASDI/Medicare/Alternative		3301-3302	2,442,633.00	2,331,279.00	1,634,179.03	2,325,708.00	5,571.00	0.2%
Health and Welfare Benefits		3401-3402	9,855,451.00	9,994,955.00	7,428,596.40	10,550,095.00	(555,140.00)	-5.6%
Unemployment Insurance		3501-3502	436,770.00	426,755.00	320,738.20	429,606.00	(2,851.00)	-0.7%
Workers' Compensation		3601-3602	727,978.00	953,092.00	661,417.53	959,959.00	(6,867.00)	-0.7%
OPEB, Allocated		3701-3702	96,360.00	159,583.00	105,296.13	161,034.00	(1,451.00)	-0.9%
OPEB, Active Employees		3751-3752	251,152.00	252,592.00	185,878.18	255,319.00	(2,727.00)	-1.1%
PERS Reduction		3801-3802	287,452.00	324,639.00	241,678.70	316,741.00	7,898.00	2.4%
Other Employee Benefits		3901-3902	60,472.00	55,771.00	23,299.88	54,753.00	1,018.00	1.8%
TOTAL, EMPLOYEE BENEFITS			19,261,442.00	19,471,646.00	14,411,474.29	20,066,932.00	(595,286.00)	-3.1%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	945,669.00	1,062,676.00	1,004,326.44	1,057,933.00	4,743.00	0.4%
Books and Other Reference Materials		4200	0.00	29,310.00	28,701.06	31,510.00	(2,200.00)	-7.5%
Materials and Supplies		4300	5,458,041.00	9,919,564.00	2,235,300.51	8,050,764.00	1,868,800.00	18.8%
Noncapitalized Equipment		4400	414,980.00	1,122,855.00	752,834.63	1,293,584.00	(170,729.00)	-15.2%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			6,818,690.00	12,134,405.00	4,021,162.64	10,433,791.00	1,700,614.00	14.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	1,527,447.00	2,226,366.00	573,478.82	2,605,866.00	(379,500.00)	-17.0%
Travel and Conferences		5200	312,247.00	888,479.00	215,680.20	872,769.00	15,710.00	1.8%
Dues and Memberships		5300	3,900.00	3,800.00	600.00	3,800.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,505,889.00	2,109,527.00	1,676,554.84	2,091,391.00	18,136.00	0.9%
Transfers of Direct Costs		5710	(604,572.00)	(556,101.00)	(532,783.04)	(587,577.00)	31,476.00	-5.7%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	5,066,337.00	5,622,939.00	2,878,577.50	10,167,600.00	(4,544,661.00)	-80.8%
Communications		5900	4,500.00	4,100.00	5,033.07	4,824.00	(724.00)	-17.7%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			7,815,748.00	10,299,110.00	4,817,141.39	15,158,673.00	(4,859,563.00)	-47.2%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	25,403.11	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	650.00	5,000.00	(5,000.00)	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	39,229.00	57,763.00	0.00	57,763.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			39,229.00	57,763.00	26,053.11	62,763.00	(5,000.00)	-8.7%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	370,000.00	370,000.00	(74,597.72)	370,000.00	0.00	0.0%
Payments to County Offices		7142	4,955,384.00	5,035,384.00	3,229,601.80	5,035,384.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	962,991.00	962,991.00	(110,839.00)	962,991.00	0.00	0.0%
To County Offices	6500	7222	310,985.00	310,985.00	0.00	310,985.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	13,050.00	18,389.00	837.00	18,389.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	27,310.00	27,310.00	26,397.47	27,310.00	0.00	0.0%
Other Debt Service - Principal		7439	225,398.00	235,835.00	181,483.13	235,835.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			6,865,118.00	6,960,894.00	3,252,882.68	6,960,894.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	2,906,821.00	2,937,611.00	14,554.84	3,081,443.00	(143,832.00)	-4.9%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			2,906,821.00	2,937,611.00	14,554.84	3,081,443.00	(143,832.00)	-4.9%
TOTAL, EXPENDITURES			103,992,363.00	111,344,100.00	71,024,320.38	116,146,730.00	(4,802,630.00)	-4.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8880	43,766,070.00	43,163,172.00	0.00	49,133,269.00	5,970,097.00	13.8%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			43,766,070.00	43,163,172.00	0.00	49,133,269.00	5,970,097.00	13.8%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			43,766,070.00	43,163,172.00	0.00	49,133,269.00	(5,970,097.00)	13.8%

2010-11 End of Year Projection
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

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Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	249,785,206.00	263,530,610.00	248,929,808.47	262,330,861.00	(1,199,749.00)	-0.5%
2) Federal Revenue		8100-8299	19,278,272.00	28,057,854.00	25,727,988.30	27,006,732.00	(1,051,122.00)	-3.7%
3) Other State Revenue		8300-8599	66,533,235.00	68,774,425.00	47,784,487.14	69,457,085.00	682,660.00	1.0%
4) Other Local Revenue		8600-8799	6,589,710.00	7,390,861.00	6,366,515.85	8,609,287.00	1,218,426.00	16.5%
5) TOTAL, REVENUES			342,186,423.00	367,753,750.00	328,808,799.76	367,403,965.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	185,960,145.00	185,800,430.00	150,965,909.11	190,893,420.00	(5,092,990.00)	-2.7%
2) Classified Salaries		2000-2999	57,093,917.00	55,609,069.00	39,246,134.54	55,270,785.00	338,284.00	0.6%
3) Employee Benefits		3000-3999	72,995,242.00	76,300,700.00	57,749,520.56	76,274,003.00	26,697.00	0.0%
4) Books and Supplies		4000-4999	10,651,189.00	16,987,808.00	7,259,807.57	14,629,453.00	2,358,355.00	13.9%
5) Services and Other Operating Expenditures		5000-5999	26,184,258.00	29,469,808.00	18,829,257.40	34,610,783.00	(5,140,975.00)	-17.4%
6) Capital Outlay		6000-6999	40,229.00	107,763.00	3,533,713.11	112,763.00	(5,000.00)	-4.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299						
		7400-7499	9,851,146.00	10,092,572.00	6,311,848.79	11,537,408.00	(1,444,836.00)	-14.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(565,394.00)	(566,033.00)	(176,033.87)	(566,033.00)	0.00	0.0%
9) TOTAL, EXPENDITURES			362,210,732.00	373,802,117.00	283,720,157.21	382,762,582.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			(20,024,309.00)	(6,048,367.00)	45,088,642.55	(15,358,617.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	2,758,297.00	2,758,297.00	0.00	2,758,297.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	4,475,776.70	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			2,758,297.00	2,758,297.00	4,475,776.70	2,758,297.00		

2010-11 End of Year Projection
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(17,266,012.00)	(3,290,070.00)	49,564,419.25	(12,600,320.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	23,250,730.00	25,676,333.00		25,676,333.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		884,412.00	884,412.00	New
c) As of July 1 - Audited (F1a + F1b)			23,250,730.00	25,676,333.00		26,560,745.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			23,250,730.00	25,676,333.00		26,560,745.00		
2) Ending Balance, June 30 (E + F1e)			5,984,718.00	22,386,263.00		13,960,425.00		
Components of Ending Fund Balance								
a) Reserve for								
Revolving Cash		9711	175,000.00	175,000.00		175,000.00		
Stores		9712	150,000.00	150,000.00		150,000.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
General Reserve		9730	0.00	0.00		0.00		
Legally Restricted Balance		9740	0.00	0.00		0.00		
b) Designated Amounts								
Designated for Economic Uncertainties		9770	1,830,062.00	7,532,809.00		7,655,252.00		
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00		0.00		
Other Designations		9780	3,829,656.00	14,528,454.00		5,980,173.00		
Gift Estimated Carryover	0000	9780	500,000.00					
Reserve for Staff Development Grant	0000	9780	329,656.00					
Reserve for Deferred Maintenance	0000	9780	3,000,000.00					
Reserve for Deferred Maintenance	0000	9780		3,000,000.00				
Mandated Cost Reimbursement	0000	9780		1,800,000.00				
Balance of Budgeted Revenue Limit	0000	9780		7,411,461.00				
Reserve SFSF 2nd Round: Final Estimate	3200	9780		2,316,993.00				
Site Estimated Carryover	0000	9780				1,200,000.00		
Balance of Budgeted Revenue Limit	0000	9780				2,050,000.00		
Reserve for FY 2011-2012 Reductions	0000	9780				413,180.00		
Reserve SFSF Second Round: Final Estimate	3200	9780				2,316,993.00		
c) Undesignated Amount		9790				0.00		
d) Unappropriated Amount		9790	0.00	0.00				

2010-11 End of Year Projection
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
REVENUE LIMIT SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	13,360,104.00	26,801,254.00	15,652,542.92	26,303,148.00	(498,106.00)	-1.9%
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	791,742.00	335,015.43	335,015.00	(456,727.00)	-57.7%
Tax Relief Subventions								
Homeowners' Exemptions		8021	2,068,048.00	2,035,013.00	1,017,506.21	2,035,013.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	216,174,230.00	223,560,540.00	219,534,209.61	223,257,621.00	(302,919.00)	-0.1%
Unsecured Roll Taxes		8042	9,096,492.00	9,287,501.00	8,622,709.34	9,287,501.00	0.00	0.0%
Prior Years' Taxes		8043	12,335,902.00	7,548,075.00	7,275,546.48	7,548,075.00	0.00	0.0%
Supplemental Taxes		8044	2,425,585.00	2,330,670.00	2,019,618.93	2,383,709.00	53,039.00	2.3%
Education Revenue Augmentation Fund (ERAF)		8045	1,641,554.00	(2,135,136.00)	306,817.94	(1,774,079.00)	361,057.00	-16.9%
Supplemental Educational Revenue Augmenta Fund (SERAF)		8046	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	35,854.00	35,854.01	35,854.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-Revenue Limit (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, Revenue Limit Sources			257,101,915.00	270,255,513.00	254,799,820.87	269,411,857.00	(843,656.00)	-0.3%
Revenue Limit Transfers								
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	(5,580,918.00)	(5,504,221.00)	0.00	(5,504,221.00)	0.00	0.0%
Continuation Education ADA Transfer	2200	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Community Day Schools Transfer	2430	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education ADA Transfer	6500	8091	5,580,918.00	5,504,221.00	0.00	5,504,221.00	0.00	0.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	852,865.00	775,268.00	699,659.60	711,839.00	(63,429.00)	-8.2%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(8,169,574.00)	(7,500,171.00)	(6,569,672.00)	(7,792,835.00)	(292,664.00)	3.9%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			249,785,206.00	263,530,610.00	248,929,808.47	262,330,861.00	(1,199,749.00)	-0.5%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	9,264,057.00	12,289,887.00	8,892,520.84	12,233,941.00	(55,946.00)	-0.5%
Special Education Discretionary Grants		8182	821,379.00	1,572,422.00	1,161,316.02	1,572,422.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	95,726.00	88,957.00	37,717.52	88,957.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%

2010-11 End of Year Projection
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB/IASA (incl. ARRA)	3000-3299, 4000-4139, 4201-4215, 4610, 5510	8290	6,785,661.00	11,638,223.00	14,149,406.20	10,641,848.00	(996,375.00)	-8.6%
Vocational and Applied Technology Education	3500-3699	8290	205,751.00	207,611.00	28,121.30	207,611.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	62,130.00	62,130.24	62,130.00	0.00	0.0%
JTPA / WIA	5600-5625	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)	All Other	8290	2,105,698.00	2,198,624.00	1,396,776.18	2,199,823.00	1,199.00	0.1%
TOTAL, FEDERAL REVENUE			19,278,272.00	28,057,854.00	25,727,988.30	27,006,732.00	(1,051,122.00)	-3.7%
OTHER STATE REVENUE								
Other State Apportionments								
Community Day School Additional Funding Current Year	2430	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	2430	8319	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Entitlement Current Year	6355-6360	8311	0.00	0.00	1,006.62	0.00	0.00	0.0%
Prior Years	6355-6360	8319	0.00	0.00	738.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	25,419,320.00	25,262,965.00	17,770,679.70	25,262,965.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	78,220.00	78,220.00	78,220.00	New
Home-to-School Transportation	7230	8311	683,594.00	686,465.00	501,119.16	686,465.00	0.00	0.0%
Economic Impact Aid	7090-7091	8311	2,765,567.00	3,254,211.00	2,603,369.00	3,254,211.00	0.00	0.0%
Spec. Ed. Transportation	7240	8311	1,765,191.00	1,772,605.00	1,294,000.84	1,772,605.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	202,956.00	220,612.00	163,027.58	224,821.00	4,209.00	1.9%
All Other State Apportionments - Prior Years	All Other	8319	0.00	7,365.00	12,549.00	12,549.00	5,184.00	70.4%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	8,051,780.00	8,051,780.00	4,083,393.00	7,961,512.00	(90,268.00)	-1.1%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	1,000.00	1,813,129.00	1,813,129.00	1,813,129.00	0.00	0.0%
Lottery - Unrestricted and Instructional Material		8560	6,733,452.00	6,979,837.00	3,397,499.93	6,979,837.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650-6690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Healthy Start	6240	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction Facilities	6200	8590	0.00	0.00	0.00	0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	396,200.00	390,083.00	292,562.00	390,083.00	0.00	0.0%
All Other State Revenue	All Other	8590	20,514,175.00	20,335,373.00	15,773,193.31	21,020,688.00	685,315.00	3.4%
TOTAL, OTHER STATE REVENUE			66,533,235.00	68,774,425.00	47,784,487.14	69,457,085.00	682,660.00	1.0%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%

2010-11 End of Year Projection
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Community Redevelopment Funds Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	55,000.00	60,000.00	6,575.88	60,000.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	1,357,000.00	1,386,344.00	956,364.00	1,386,344.00	0.00	0.0%
Interest		8660	1,359,210.00	1,159,210.00	440,899.03	1,159,210.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	(92,284.43)	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	761,700.00	761,700.00	493,588.00	595,532.00	(166,168.00)	-21.8%
Transportation Services	7230, 7240	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services	All Other	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-Revenue Limit (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	2,756,700.00	3,713,507.00	4,443,586.94	4,846,519.00	1,133,012.00	30.5%
Tuition		8710	8,000.00	8,000.00	0.00	259,582.00	251,582.00	3144.8%
All Other Transfers In		8781-8783	242,100.00	252,100.00	117,786.43	252,100.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	50,000.00	50,000.00	0.00	50,000.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			6,589,710.00	7,390,861.00	6,366,515.85	8,609,287.00	1,218,426.00	16.5%
TOTAL, REVENUES			342,186,423.00	367,753,750.00	328,808,799.76	367,403,965.00	(349,785.00)	-0.1%

2010-11 End of Year Projection
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	165,198,599.00	163,707,967.00	133,011,118.83	168,014,131.00	(4,306,164.00)	-2.6%
Certificated Pupil Support Salaries		1200	6,326,613.00	6,667,969.00	5,472,248.21	6,845,965.00	(177,996.00)	-2.7%
Certificated Supervisors' and Administrators' Salaries		1300	12,999,653.00	13,316,413.00	10,855,078.86	13,253,465.00	62,948.00	0.5%
Other Certificated Salaries		1900	1,435,280.00	2,108,081.00	1,627,463.21	2,779,859.00	(671,778.00)	-31.9%
TOTAL, CERTIFICATED SALARIES			185,960,145.00	185,800,430.00	150,965,909.11	190,893,420.00	(5,092,990.00)	-2.7%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	13,569,788.00	13,549,880.00	9,054,931.25	13,425,965.00	123,915.00	0.9%
Classified Support Salaries		2200	24,054,109.00	22,915,092.00	16,324,155.37	22,637,266.00	277,826.00	1.2%
Classified Supervisors' and Administrators' Salaries		2300	2,580,061.00	2,670,183.00	2,221,959.62	2,714,761.00	(44,578.00)	-1.7%
Clerical, Technical and Office Salaries		2400	13,612,450.00	13,011,122.00	9,449,194.47	12,992,339.00	18,783.00	0.1%
Other Classified Salaries		2900	3,277,509.00	3,462,792.00	2,195,893.83	3,500,454.00	(37,662.00)	-1.1%
TOTAL, CLASSIFIED SALARIES			57,093,917.00	55,609,069.00	39,246,134.54	55,270,785.00	338,284.00	0.6%
EMPLOYEE BENEFITS								
STRS		3101-3102	14,432,616.00	15,363,010.00	12,494,070.31	15,757,609.00	(394,599.00)	-2.6%
PERS		3201-3202	5,129,137.00	4,949,709.00	3,624,075.12	4,909,132.00	40,577.00	0.8%
OASDI/Medicare/Alternative		3301-3302	5,949,861.00	5,998,580.00	4,728,811.15	6,057,299.00	(58,719.00)	-1.0%
Health and Welfare Benefits		3401-3402	40,796,382.00	40,973,783.00	30,711,866.83	40,402,919.00	570,864.00	1.4%
Unemployment Insurance		3501-3502	1,698,065.00	1,736,889.00	1,365,014.18	1,768,014.00	(31,125.00)	-1.8%
Workers' Compensation		3601-3602	2,780,174.00	4,651,756.00	2,850,175.79	4,724,762.00	(73,006.00)	-1.6%
OPEB, Allocated		3701-3702	376,360.00	851,253.00	456,518.17	862,887.00	(11,634.00)	-1.4%
OPEB, Active Employees		3751-3752	1,031,121.00	1,036,571.00	810,802.84	1,064,876.00	(28,305.00)	-2.7%
PERS Reduction		3801-3802	754,303.00	677,883.00	660,112.67	668,000.00	9,883.00	1.5%
Other Employee Benefits		3901-3902	47,223.00	61,266.00	48,073.50	58,505.00	2,761.00	4.5%
TOTAL, EMPLOYEE BENEFITS			72,995,242.00	76,300,700.00	57,749,520.56	76,274,003.00	26,697.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	1,438,620.00	1,566,675.00	1,341,941.88	1,491,833.00	74,842.00	4.8%
Books and Other Reference Materials		4200	0.00	41,743.00	33,490.29	44,428.00	(2,685.00)	-6.4%
Materials and Supplies		4300	8,191,039.00	13,529,493.00	4,280,149.73	10,962,100.00	2,567,393.00	19.0%
Noncapitalized Equipment		4400	1,021,530.00	1,849,897.00	1,604,225.67	2,131,092.00	(281,195.00)	-15.2%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			10,651,189.00	16,987,808.00	7,259,807.57	14,629,453.00	2,358,355.00	13.9%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	1,527,447.00	2,236,366.00	574,728.76	2,615,866.00	(379,500.00)	-17.0%
Travel and Conferences		5200	554,807.00	1,172,921.00	502,278.74	1,164,028.00	8,893.00	0.8%
Dues and Memberships		5300	46,250.00	51,100.00	10,850.00	51,100.00	0.00	0.0%
Insurance		5400-5450	2,200,000.00	2,200,000.00	1,950,000.00	2,200,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	9,200,000.00	9,200,000.00	6,304,578.18	9,200,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	3,537,993.00	4,758,434.00	3,331,057.40	4,153,298.00	605,136.00	12.7%
Transfers of Direct Costs		5710	0.00	0.00	10.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(241,200.00)	(266,200.00)	(43,142.16)	(266,300.00)	100.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	8,779,531.00	9,485,387.00	5,595,167.22	14,713,742.00	(5,228,355.00)	-55.1%
Communications		5900	579,430.00	631,800.00	603,729.26	779,049.00	(147,249.00)	-23.3%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			26,184,258.00	29,469,808.00	18,829,257.40	34,610,783.00	(5,140,975.00)	-17.4%

2010-11 End of Year Projection
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	25,403.11	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	650.00	5,000.00	(5,000.00)	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	40,229.00	107,763.00	3,507,660.00	107,763.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			40,229.00	107,763.00	3,533,713.11	112,763.00	(5,000.00)	-4.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	30,000.00	30,000.00	23,171.00	30,000.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	370,000.00	370,000.00	(74,597.72)	370,000.00	0.00	0.0%
Payments to County Offices		7142	4,955,384.00	5,035,384.00	3,229,601.80	5,035,384.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	962,991.00	962,991.00	(110,839.00)	962,991.00	0.00	0.0%
To County Offices	6500	7222	310,985.00	310,985.00	0.00	310,985.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	2,722,027.00	2,741,536.00	2,651,918.69	3,436,404.00	(694,868.00)	-25.3%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	28,216.00	27,881.00	26,397.47	279,069.00	(251,188.00)	-900.9%
Other Debt Service - Principal		7439	471,543.00	613,795.00	566,196.55	1,112,575.00	(498,780.00)	-81.3%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			9,851,146.00	10,092,572.00	6,311,848.79	11,537,408.00	(1,444,836.00)	-14.3%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(565,394.00)	(566,033.00)	(176,033.87)	(566,033.00)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(565,394.00)	(566,033.00)	(176,033.87)	(566,033.00)	0.00	0.0%
TOTAL, EXPENDITURES			362,210,732.00	373,802,117.00	283,720,157.21	382,762,582.00	(8,960,465.00)	-2.4%

2010-11 End of Year Projection
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	650,000.00	650,000.00	0.00	650,000.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,108,297.00	2,108,297.00	0.00	2,108,297.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			2,758,297.00	2,758,297.00	0.00	2,758,297.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	3,604,313.25	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	871,463.45	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	4,475,776.70	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			2,758,297.00	2,758,297.00	4,475,776.70	2,758,297.00	0.00	0.0%

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION FOR CLASSIFIED LAYOFF
NON-MANAGEMENT EMPLOYEES

May 25, 2011
Resolution No. 1011-57

WHEREAS, it is necessary to eliminate or reduce certain positions in the District, and

WHEREAS, it is in the best interest of the District to discontinue certain services being provided in programs, and

WHEREAS, the elimination of these positions/or services will result in the layoff of classified personnel;

NOW, THEREFORE, BE IT RESOLVED that the District eliminate the following positions due to reductions in funding and/or changes in staffing needs:

Position Elimination/Classified Non-Management	Number of Full Time Equivalents
Preschool Teacher	6.0 FTE
Instructional Assistant-Preschool	4.388 FTE
Bilingual Instructional Assistant-Preschool	1.46 FTE
Total Classified Non-Management	11.848 FTE

AND BE IT FURTHER RESOLVED the Superintendent of the District is hereby authorized and directed to give notice of termination/reduction of employment to such classified employees of the District pursuant to District rules and regulations and applicable provisions of the Education Code of the State of California to take effect no earlier than 45 days prior to the effective day of layoff as set forth above.

AYES _____

NOES _____

ABSENT _____

President, Board of Trustees

Superintendent

Date: May 25, 2011

c: Superintendent, Orange County Department of Education

AGENDA ITEM 7
EXHIBIT B

CALIFORNIA EDUCATION CODE

45117. Notice of Layoff Due to Expiration of Specially Funded Program or Bona Fide Reduction or Elimination of Service

(a) When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 45 days prior to the effective date of their layoff.

(b) When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than 45 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

(c) (1) A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render. This subdivision does not create a 45-day layoff notice requirement for any individual hired as a short-term employee, as defined in Section 45103, for a period not exceeding 45 days.

(2) This subdivision does not apply to the retention of a short-term employee, as defined in Section 45103, who is hired for a period not exceeding 45 days after which the short-term service may not be extended or renewed.

(d) This section does not preclude the governing board of a school district from implementing either of the following actions without providing the notice required by subdivision (a) or (b):

(1) A layoff for a lack of funds in the event of an actual and existing financial inability to pay the salaries of classified employees.

(2) A layoff for a lack of work resulting from causes not foreseeable or preventable by the governing board.

(e) This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240).

CALIFORNIA EDUCATION CODE

45298. Reemployment and Promotional Examination Preference of Persons Laid Off; Voluntary Demotions or Reductions in Time

Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of 39 months.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The personnel commission shall make the determination of the specific period eligibility for reemployment on a class-by-class basis.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

SCHOOL CALENDAR

The Superintendent or designee shall recommend to the ~~Governing Board~~ Board of Trustees a calendar for each school that will meet the requirements of law as well as the needs of the community, students, and the work year as negotiated for all personnel.

Each school calendar shall show the beginning and ending school dates, legal and local holidays, ~~orientation-meeting days~~, minimum days, vacation periods, and other pertinent dates.

As required by law, the District shall certify to the Superintendent of Public Instruction that the District offers 180 days or more of instruction per school year.

Notifications of the schedule of minimum days shall be sent to all parents/guardians at the beginning of the school year. If any minimum days are added to the schedule, the District shall notify the parents/guardians of the affected students as soon as possible and at least one month before the scheduled minimum day (Education Code §48980). With the exception of emergency situations, all changes shall be approved by the Board.

SCHOOL DAY

1. Opening and closing hours of the school day shall be approved annually by the ~~Governing Board~~ Board of Trustees upon consideration of recommendations of the Superintendent.
2. Minimum days, including elementary/middle school ACE days and secondary late start/early out days, shall be approved annually by the Board of Trustees upon submission of individual school site bell schedules.
3. The duration of the school day shall not be less than that required as a minimum day for apportionment purposes by the ~~State Board~~ California Department of Education.
4. The annual number of instructional minutes in ~~CUSD~~ the District shall in all cases exceed the minimum number required by the state. As required in Education Code §46201, the minimum number of instructional minutes offered at the grade level annually are as follows:

Kindergarten	36,000 min.
Grades 1-3	50,400 min.
Grades 4-8	54,000 min.
Grades 9-12	64,800 min.

With Board approval, instructional minutes may be adjusted to accommodate furlough days as allowed by the state.

Students in Grades 9 and 10 shall be required to take a minimum of six ~~(6)~~ classes each semester. Students in Grades 11 and 12 shall be required to take a minimum of five ~~(5)~~ classes each semester. Additional classes may be taken upon student and parent request and with the approval of the school principal in accordance with District policy.

Students in Grades 11 and 12 who will attain the age of 16 during the first semester of such enrollment may take one of the minimum five ~~(5)~~ classes each semester in a Regional Occupational course, excluding paid work experience, on or off campus.

5. No less than a total of 17 minutes daily shall be devoted to recesses in any grade in the elementary schools.
6. ~~In the event of rapid growth and a lack of facilities, the Governing Board may depart from the above standards as necessary to accommodate the student population.~~

Policy
adopted: February 8, 1999
Revised:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

FUND BALANCE DESIGNATION

The District hereby establishes and will maintain reservations of Fund Balance, as defined herein, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This policy shall only apply to the District's governmental funds. Fund Balance shall be composed of nonspendable, restricted, committed, assigned, and unassigned amounts.

1. **Nonspendable Fund Balance** consists of funds that are unable to be spent, due to their form (e.g. inventories and prepaid expenditures), or funds that legally or contractually must be maintained intact.
2. **Restricted Fund Balance** consists of funds mandated for a specific purpose by external parties, constitutional provisions, or enabling legislation.
3. **Committed Fund Balance** consists of funds that are set aside for a specific purpose by the District's highest level of decision-making authority (Board of Trustees). The Board of Trustees must take formal action prior to the end of the fiscal year to commit fund balance. The Board of Trustees must be take formal action to remove, or change, the limitations placed on the funds.
4. **Assigned Fund Balance** consists of funds set aside with the intent of use towards a specific purpose by the District's highest level of decision-making authority, or an official that has been given the authority to assign funds. Assigned funds cannot cause a deficit in unassigned fund balance.
5. **Unassigned Fund Balance** consists of excess funds that are not classified in the previous four categories. All funds in this category are considered spendable resources. This category also provides the resources necessary to meet unexpected expenditures and revenue shortfalls.

Minimum Fund Balance Policy

The Board of Trustees maintains a minimum fund balance policy for the general fund in order to protect the District against revenue shortfalls or unpredicted one-time expenditures. The policy requires a Reserve for Economic Uncertainties consisting of unassigned amounts equal to no less than two percent (2%) of general fund expenditures and other financing uses.

Authority to Commit Funds

The Board of Trustees is the highest level of decision-making authority for the District. Commitments may be established, modified, or rescinded only through budget adoption or resolutions as approved by the Board of Trustees.

Authority to Assign Funds

The Board of Trustees, Superintendent, Chief Business Official, or designee may assign amounts for specific purposes.

Annual Review and Determination of Fund Balance Reserve Amounts

Compliance with the provisions of this policy shall be reviewed, presented, and discussed as part of the unaudited actuals financial reporting process and presentation to the Board of Trustees. The amounts of nonspendable, restricted, committed, assigned, and unassigned fund balances shall be reported in the unaudited actuals report.

Policy
adopted:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Governmental Accounting Standards Board - Statement 54 - (GASB 54)



Presented by:
Business & Support Services
May 25, 2011

Overview & Background Information

- ▶ GASB Statement 54 changes how fund balance is presented
- ▶ Fund balance is a critical component of the financial statement(s)
- ▶ Requires new Board Policy
- ▶ Applies to FY 2010-2011 and beyond

What is "Fund Balance?"

Fund balance is the amount remaining after all revenues, expenditures, and transfers have been recorded.

Fund balance is shown at each reporting period for the district

[illegible]

2010-11 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(17,266,012.00)	(1,616,503.00)	28,669,949.43	(3,290,070.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	23,250,730.00	25,676,333.00		25,676,333.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			23,250,730.00	25,676,333.00		25,676,333.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			23,250,730.00	25,676,333.00		25,676,333.00		
2) Ending Balance, June 30 (E + F1e)			5,984,718.00	24,059,830.00		22,386,263.00		
Components of Ending Fund Balance:								
a) Reserve for:								
Revolving Cash		9711	175,000.00	175,000.00		175,000.00		
Stores		9712	150,000.00	150,000.00		150,000.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
General Reserve		9730	0.00	0.00		0.00		
Legally Restricted Balance		9740	0.00	0.00		0.00		
b) Designated Amounts:								
Designated for Economic Uncertainties		9770	1,830,062.00	7,734,830.00		7,532,809.00		
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00		0.00		
Other Designations		9780	3,829,656.00	16,000,000.00		14,528,454.00		
Gift Estimated Carryover	0000	9780	500,000.00					
Reserve for New Staff Development Grants	0000	9780	329,656.00					
Reserve for Deferred Maintenance	0000	9780	3,000,000.00					
Reserve for Deferred Maintenance	0000	9780		3,000,000.00				
Balance of Budgeted Revenue Limit	0000	9780		13,000,000.00				
Reserve for Deferred Maintenance	0000	9780				3,000,000.00		
Mandated Cost Reimbursement	0000	9780				1,800,000.00		
Balance of Budgeted Revenue Limit	0000	9780				7,411,461.00		
Reserve SFSF 2nd Round: Final Estimate	3200	9780				2,316,993.00		
c) Undesignated Amount		9790				0.00		
d) Unappropriated Amount		9790	0.00	0.00				

New Fund Balance Classifications

- ▲ **Non-spendable**
 - Legally required to be maintained, or not in spendable form
 - ▲ Inventory, prepaid, debt service reserve
- ▲ **Restricted**
 - Externally Imposed
 - ▲ Restricted programs
- ▲ **Committed**
 - Internal restriction by formal action of Trustees

New Fund Balance Classifications Cont.

▲ Assigned

- Funds *intended* for a specific purpose, as established by Trustees or designee

▲ Unassigned

- General Fund – Balance that is not restricted, committed, or assigned
- Other Funds – Not reported unless a deficit occurs in another classification

Fund Balance Classification

OLD

- ▲ Reserve for inventory, prepaids

- ▲ Legally Restricted

- ▲ Designated for other purposes

- ▲ Designated for Economic Uncertainties (2%)

- ▲ Undesignated

NEW

- ▲ Non spendable

- ▲ Restricted

- ▲ Committed or Assigned

- ▲ Unassigned

- ▲ Unassigned



Questions?

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
APRIL 27, 2011
EDUCATION CENTER – BOARD ROOM

President Brick called the meeting to order at 6:00 p.m. Prior to recessing to closed session, President Brick announced item 3D, Public Employee Discipline/Dismissal/Release, was being pulled from the agenda. The Board recessed to closed session at 6:02 p.m. to: confer with Legal Counsel regarding Existing Litigation (three cases); discuss Public Employee Employment/Performance; discuss Public Employee Appointment/Employment; and discuss CSEA/CUEA/CUMA/Teamsters negotiations.

The regular meeting of the Board reconvened to open session and was called to order by President Brick at 7:05 p.m.

The Pledge of Allegiance was led by Trustee Bryson.

Present: • Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard
Absent: Student Advisor Larson Ishii

A CD of the Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's Office as a matter of the permanent record. An audio recording of the meeting is available on the District website: www.capousd.org **Permanent Record**

It was moved by Trustee Alpay, seconded by Trustee Bryson, and carried by a 7-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

President Brick asked Vice President Pritchard to facilitate the meeting. **President's Announcement**

Vice President Pritchard reported the following action taken during closed session: **President's Report From Closed Session Meeting**

Agenda Item #3 A-1 & 2 – Conference with Legal Counsel – Existing Litigation:

Travelers Casualty & Surety Co. of America v. CUSD
Pave West v. GC Builders, CUSD, Travelers Insurance, and American Contractors Indem Co.

The Board voted by a 7-0 vote to approve the settlement agreement and pay various claimants a total amount of \$358,750.70. The amount being paid equals the approximate amount the District was contractually obligated to pay to the contractors.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo,
and Pritchard
NOES: None

Agenda Item #3 A-3 – Conference with Legal Counsel – Existing Litigation:

Whispering Hills LLC v. CUSD: No action was taken.

Agenda Item #3 C – Public Employee Appointment/Employment:

Principal: No action was taken.

Superintendent Farley commented on the new Board agenda format which is the result of the work of three Trustees, Board Manager Jane Boos, and himself. The format was designed to be more user friendly and more instructive for the audience. Trustees were asked to notify the Superintendent if there were any modifications they would like implemented after using the new format at the meeting.

Board and Superintendent Comments

Trustee Alpay shared information on the Barcelona Beautification Bash scheduled for Saturday, April 30 and encouraged the audience to participate either by physically working or donating to the school for the event. Trustee Alpay then asked Barcelona Hills PTA President Kathy Arnoldo to come forward and accept an envelope containing a donation from all seven Trustees for the Barcelona Beautification Bash.

Trustee Bryson shared she had attended the Les Miserables performance at San Juan Hills High School and congratulated Principal Ressler and the students on an incredible production and magnificent performance.

As specified in Board Bylaw 9323 for Oral Communications, each speaker was allowed three (3) minutes to speak.

Oral Communications

The following people addressed the Board:

- *Laura Hess, Vivian Contreras, and Linda Shepard asked Trustees to consider a better solution than placing the Oxford Preparatory Academy Charter School on the Barcelona Hills Elementary School campus due to safety factors, lack of facilities, and the negative effect on the community.*
- *Brenda Miller updated the Board on the City of San Clemente's Bicycle and Pedestrian Master Plan and stated the city is seeking input from the community to identify areas in need of improvement for bicycle and pedestrian safety.*

PUBLIC HEARING

Vice President Pritchard announced the Public Hearing open at 7:25 p.m. regarding the approval of class size penalty General Waiver Request for the 2011-2012 and 2012-2013 school years. Vice President Pritchard asked the Clerk of the Board if any written comments had been received. Trustee Alpay responded that no written comments had been received. Vice President Pritchard asked if there was anyone who wished to address the Board.

Public Hearing: Class Size Waiver Agenda Item 6

The following people addressed the Board:

- *Lori Abbott read a letter on behalf of CUCPTSA President Michele Langham stating one of the top priorities of the 2010-2011 CUCPTSA Local Legislative Agenda is to advocate for no further increases in class sizes in grades K-12. The letter urged Trustees to make the best interest of students their number one priority as they consider solutions to the budget deficit.*
- *Dave Sherwood stated class size increases should be the last option Trustees consider to balance the budget.*

Vice President Pritchard declared the Public Hearing closed at 7:41 p.m.

Deputy Superintendent Ron Lebs stated in order to maintain maximum flexibility in providing options to balance the budget in the 2011-2012 and 2012-2013 fiscal years, the District is seeking the ability to increase the districtwide average number of pupils in grades four through twelve. Staff has prepared a General Waiver Request to the state, asking to waive portions of California Education Code §41376(b) and (e) relating to class size penalties for grades four through twelve. Board approval is required to send the General Waiver Request to the State Board of Education for consideration. Mr. Lebs stressed approval of the waiver would not obligate the District to increase class sizes but would give the District the option if needed. Mr. Lebs also stated the District has not prioritized the order of the cuts but the District needs a number of options available to address the significant budget shortfall.

Dr. Farley added the District may need to cut as much as \$20 million and has limited options for capturing the necessary funds to balance the budget. There are only three options: reducing salary and benefits; class size increases; and furlough days. In order to reach the \$20 million a combination of all three options will be needed. This item does not indicate the District endorses class size increase, it simply reinforces that the District is at an unfortunate condition where no single deduction will make up the \$20 million deficit.

Trustee Addonizio stated there is a need for a Budget Workshop for Trustees. Trustee Alpay requested a list of other districts that have or were requesting a waiver. Trustee Hatton requested staff provide information on the average class size for the District.

Following a lengthy discussion, it was moved by Trustee Pritchard, seconded by Trustee Brick, and motion carried by a 4-3 vote to approve the General Waiver Request for the 2011-2012 and 2012-2013 school years, and authorize the superintendent/designee to submit the necessary documents to the state.

ROLL CALL AYES: Trustees Alpay, Brick, Hatton, and Pritchard
NOES: Trustees Addonizio, Bryson, and Palazzo
ABSENT: None
ABSTAIN: None

At 8:13 p.m., it was moved by Trustee Alpay, seconded by Trustee Pritchard, and motion carried by a 5-2 vote to approve a five-minute recess. Trustees Addonizio and Bryson voted no. The meeting reconvened at 8:18 p.m.

Recess

DISCUSSION/ACTION

Superintendent Farley stated revisions to Resolution No. 1011-48 were made based on the Board's direction from the March 23 and the April 11 Board meetings. Superintendent Farley asked Trustees if they had any changes or additions they wanted incorporated into the document. Trustee Hatton read a rewrite on the resolution she had prepared. Following her presentation, Trustee Hatton asked Trustees to consider her revisions and continue this item to the next Board meeting.

**Role of Board:
Powers and
Responsibilities
Agenda Item 7**

It was moved by Trustee Hatton, seconded by Trustee Brick, and motion carried unanimously to approve continuing Resolution No. 1011-48, Role of the Board: Powers and Responsibilities, to the May 9, 2011, Board meeting.

ROLL CALL AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard
NOES: None
ABSENT: None
ABSTAIN: None

Assistant Superintendent Jodee Brentlinger explained this item proposes the reduction or elimination of positions due to a lack of funds. These positions are funded through categorical sources, gift money, or grants and do not impact the general fund.

**Classified Layoff,
Management/Non-
Management
Employees
Agenda Item 8**

Trustee Hatton requested staff to provide the number of bilingual community service liaisons in the District before and after the 2.963 FTE layoff requested in this item.

It was moved by Trustee Pritchard, seconded by Trustee Bryson, and motion carried by a 5-2 vote to approve Resolution No. 1011-49 Classified Layoff, Management and Non-management Employees, in the designated classifications.

ROLL CALL AYES: Trustees Alpay, Brick, Bryson, Hatton, and Pritchard
NOES: Trustees Addonizio and Palazzo
ABSENT: None
ABSTAIN: None

Assistant Superintendent Julie Hatchel stated Board Policy 6111, School Calendar, outlines the duties and responsibilities of the District and Board relative to the establishment of a calendar for each school site. School sites have had considerable autonomy in establishing and altering site calendars and at times, changes have posed challenges due to inconsistency in scheduling across the District, including transportation accommodations. Mrs. Hatchel explained revisions to this policy will provide consistency and accountability with scheduling across the District.

**Board Policy
Revisions
Agenda Item 9**

Trustee Alpay requested staff make two revisions to the policy. On agenda page 19, paragraph 4, last sentence, he asked that the sentence be changed to, "With the exception of an emergency situation, all changes shall be approved by the Board and on page 21, first sentence, he asked staff to more clearly define the agency.

This item will be brought back for a second reading at a future meeting.

Vice President Pritchard announced Consent item #11 (Joint Powers Agreement for Supplemental Law Enforcement Services) is being pulled from the agenda and will be brought back to the May 9, 2011, Board meeting.

**Announcement of
Pulled Item**

Vice President Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Items #10 and #13 were pulled.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to approve the following Consent Calendar items:

Donations of funds and equipment.

**Donations
Agenda Item 12**

Master contract for special education services to be provided by Abby Rosenberg, a non-public agency.

**Master Contract
Agenda Item 14**

ROLL CALL: AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard
NOES: None
ABSENT: None
ABSTAIN: None

Trustee Alpay requested amending the April 11, 2011, minutes (agenda page 27) from: "Trustee Addonizio asked to have a separate vote for the March 16 special Board meeting minutes as she and Trustee Palazzo had recused themselves during the meeting," to "Trustee Addonizio asked to have a separate vote for the March 16 special Board meeting minutes as she and Trustee Palazzo had recused themselves *from discussion related to the CUEA agreement.*"

**Minutes
Agenda Item 10**

Trustee Alpay clarified Trustees Addonizio and Palazzo were present for the remainder of the meeting. Trustees Addonizio and Palazzo had no objection to Trustee Alpay's amendment.

It was moved by Trustee Alpay, seconded by Trustee Bryson, and carried unanimously to approve the minutes of the April 11, 2011, regular Board meeting with Trustee Alpay's changes.

Trustee Addonizio asked staff for the financial impact of this item. Deputy Superintendent Ron Lebs stated this agency was only used if needed for special education students and the financial impact would be difficult to determine. Executive Director Candy Miller stated this non-public agency provides services the District isn't able to provide and added the District has paid \$3,000 so far this year to this agency for services.

**Master Contract
Agenda Item 13**

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and carried unanimously to approve the master contract for special education services to be provided by Wertheimer-Gale and Associates, a non-public agency.

The Board recessed at 8:40 p.m. to continue discussion of the remaining closed session items.

The Board reconvened at 10:05 p.m. and Vice President Pritchard reported the following action taken during closed session:

**President's Report
From Closed
Session Meeting**

Agenda Item 3 B – Public Employee Employment/Performance:

Deputy Superintendent, Business & Support Services: No action was taken.

Agenda Item #3 E – CSEA/CUEA/CUMA/Teamsters Negotiations: No action was taken.

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to adjourn the meeting.

Adjournment

Vice President Pritchard announced the meeting adjourned at 10:06 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
MAY 9, 2011
EDUCATION CENTER – BOARD ROOM

President Brick called the meeting to order at 6:03 p.m. Prior to recessing to closed session, President Brick announced items 3AA, Conference with Legal Counsel regarding Anticipated Litigation and 3D, CSEA/CUEA/CUMA/Teamsters negotiations were being pulled from the agenda. The Board recessed to closed session at 6:04 p.m. to: confer with Legal Counsel regarding Existing Litigation; discuss Student Expulsions (seven cases); and discuss Public Employee Discipline/Dismissal/Release.

The regular meeting of the Board reconvened to open session and was called to order by President Brick at 7:05 p.m.

The Pledge of Allegiance was led by President Brick.

Present: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Larson Ishii

A CD of the Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's Office as a matter of the permanent record. An audio recording of the meeting is available on the District website: www.capousd.org **Permanent Record**

It was moved by Trustee Alpay, seconded by Trustee Bryson, and carried by a 7-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

President Brick asked Vice President Pritchard to facilitate the meeting. **President's Announcement**

Vice President Pritchard reported the following action taken during closed session: **President's Report From Closed Session Meeting**

Agenda Item #3 A – Conference with Legal Counsel – Existing Litigation:

Whispering Hills v. Capistrano Unified School District: No action was taken.

Agenda Item #3 B-1 – Student Expulsion

The Board voted by a 7-0 vote to expel the follow student with staff recommendations: Case #2011-089

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard

NOES: None

Agenda Item #3 B2-B7 – Student Expulsion by Stipulated Expulsion:

The Board voted by a 7-0 vote to expel the following students by stipulated agreement: Case #2011-087, #2011-88, #2011-90, #2011-091, #2011-093, and #2011-096

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard

NOES: None

Agenda Item #3 C – Public Employee Discipline/Dismissal/Release:

No action was taken.

Marcus Walton, Chief Communications Officer, introduced and recognized Laurie Lowy, Bonnie Liedlich, and Betsy Schmitz for being selected as the 2011 CUSD Teachers of the Year. President Brick and Superintendent Farley presented each Teacher of the Year with a plaque in honor of their selection.

**Special
Recognitions**

Student Body Presidents, Ally Davis from Aliso Niguel High School, and Chase Keller, from Tesoro High School, each presented a report on activities taking place at their high school.

**Student Body
Reports**

Trustee Hatton shared she is a big fan of teachers and was honored to be a part of the Teacher-of-the-Year celebration. She said teachers affect the emotional, intellectual, and social development of each student they encounter. Teachers can be virtually limitless in their capacity to touch lives.

**Board and
Superintendent
Comments**

President Brick reminded those in attendance of the Vietnam Memorial Wall that will soon be in Dana Point. There will be a parade on May 11 and the memorial will then be on display for public viewing May 12-15 at Sea Terrace Park in Dana Point.

Trustee Bryson thanked teachers for their great service. She said those working in education are unique among government workers because they produce a unique product - the future citizens of this country.

Trustee Alpay shared the results from the recent Classic Surf Series State High School Championships and congratulated San Clemente High School, San Juan Hills High School, and Tesoro High School for their wins.

Vice President Pritchard shared he and Trustee Alpay went to see the San Clemente High School Dance Team on Friday and they were spectacular. He also mentioned that he attended the Soka University International Festival, which he found amazing.

As specified in Board Bylaw 9323 for Oral Communications, each speaker was allowed three (3) minutes to speak.

**Oral
Communications**

There were no speakers.

DISCUSSION/ACTION

Chief Communications Officer Marcus Walton stated Resolution No. 1011-54 requests the Board approve 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.

**California Day of
the Teacher
Agenda Item 7**

The following person addressed the Board:

- Vicki Soderberg, President, CUEA, extended her appreciation on behalf of over 2,000 teachers for this very fine resolution and for honoring our 2011 Teachers of the Year.

It was moved by Trustee Alpay, seconded by Trustee Hatton, and motion carried unanimously to approve Resolution No. 1011-054, California Day of the Teacher.

ROLL CALL AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Larson Ishii
NOES: None
ABSENT: None
ABSTAIN: None

Chief Communications Officer Marcus Walton stated Resolution No. 1011-55 requests the Board approve the week of May 16-20, 2011, as Classified School Employees Week. 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 classified personnel.

**Classified School
Employees Week
Agenda Item 8**

The following person addressed the Board:

- Ronda Walen thanked the Board for their support of classified employees and requested they adopt Resolution No. 1011-55 designating May 16-20, 2011, as Classified School Employees Week.

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried unanimously to approve Resolution No. 1011-055, Classified School Employees Week.

ROLL CALL AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Larson Ishii
NOES: None
ABSENT: None
ABSTAIN: None

Deputy Superintendent Ron Lebs explained 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:

**CFD 2005-1
Agenda Item 9**

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

Mr. Lebs introduced Attorney Alex Bowie who explained the nuances of the resolution and who was available to answer any questions.

Following discussion, it was moved by Trustee Addonizio, seconded by President Brick, and motion carried unanimously to approve 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.

ROLL CALL AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Larson Ishii
NOES: None
ABSENT: None
ABSTAIN: None

Deputy Superintendent Ron Lebs commented that at the top of the second page of this item, the "settlement agreement" should not have been listed. He had revised copies available for Trustees as well as members of the audience and commented he would update the website with the corrected item. Mr. Lebs then stated 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 agreements on behalf of

**CFD 2005-1
Agenda Item 10**

the District:

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

Attorney Alex Bowie explained the nuances of this resolution and was available to answer questions.

It was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried unanimously to 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.

ROLL CALL AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Larson Ishii
NOES: None
ABSENT: None
ABSTAIN: None

Vice President Pritchard announced the Public Hearing open at 7:45 p.m. regarding the approval of Resolution 1011-53, entitled "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 of the Capistrano Unified School District." There being no speakers to address the Board, Vice President Pritchard recognized Deputy Superintendent Ron Lebs who asked the Board to continue this Public Hearing to the June 13, 2011, Board meeting.

**Public Hearing:
CFD 2005-1
Agenda Item 11**

It was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried unanimously to approve Resolution 1011-53, entitled "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 of the Capistrano Unified School District."

ROLL CALL AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Larson Ishii
NOES: None
ABSENT: None
ABSTAIN: None

Superintendent Farley stated revisions to Resolution No. 1011-48 were made based on the Board's direction from the March 23, April 11, and April 27 Board meetings. Superintendent Farley asked Trustees if they had any changes or additions they wanted incorporated into the document.

**Role of Board:
Powers and
Responsibilities
Agenda Item 12**

Following discussion, it was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried unanimously to approve Resolution No. 1011-48, Role of the Board: Powers and Responsibilities, reaffirming the statement regarding the general powers and responsibilities of the Board.

ROLL CALL AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Larson Ishii
NOES: None
ABSENT: None
ABSTAIN: None

Assistant Superintendent Jodee Brentlinger stated the formalized process was started on February 22, 2011, when 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 to 348 employees prior to the March 15, 2011, certificated layoff timeline.

**Teacher Layoff
Hearings
Agenda Item 13**

Under the layoff statutes, temporary certificated employees hired using categorical funding sources have limited due process rights. On Tuesday, April 12, 2011, the District conducted a hearing before Daniel Juarez, an administrative law judge, provided by the California Office of Administrative hearings. There were 176 employees who participated in these hearings.

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 its intention to save employee jobs, staff recommends issuing 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.

The following person addressed the Board:

- Ann Roche, District Nurse, shared a letter from District nurses recognizing the financial hardship in the District but stating the current status of the state's economy has increased family and student requests for health services at the school sites.

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried by a 5-2 vote to approve Resolution No. 1011-56, the Proposed Decision of the Administrative Law Judge, and authorize final release notices in accordance with the decision.

ROLL CALL AYES: Trustees Alpay, Brick, Bryson, Hatton, Pritchard, and Student Advisor Larson Ishii
NOES: Trustees Addonizio and Palazzo
ABSENT: None
ABSTAIN: None

After comments from Ron Lebs, Executive Director Randy Rowles presented a report on the December 2010 storm and flood damage to the District. Mr. Rowles' report summarized the flood-related activities at the impacted facilities, the financial impact to the District of the remediation work, and remaining resources and requirements to complete the work to storm-damaged sites and facilities.

**Storm and Flood
Damage Report
Agenda Item 14**

Trustee Alpay stated he placed this item on the agenda 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 was due to San Clemente High School and Tesoro High School Achievement Awards scheduled for May 25 and the desire of Trustees to participate in these events.

**Revision to Board
Meeting Calendar
Agenda Item 14A**

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 7-0 vote to change the start time of the May 25, 2011, Board meeting to 5:00 p.m. for open session, with closed session beginning at 4:00 p.m.

Assistant Superintendent Julie Hatchel stated 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. BP 6174.1 will be deleted and included in BP 6174. This item will be brought back to a future Board meeting for approval.

**Board Policy
Revisions
Agenda Item 15**

Deputy Superintendent Ron Lebs shared he had just received one new close out from the Division of State Architect since the printing of this agenda, which was the certification on the original construction of San Juan Hills High School.

**Division of State
Architect
Agenda Item 16**

Vice President Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Items 22A, 25, 34, and 41 were pulled.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried unanimously to approve the following Consent Calendar items:

Expunging of expulsion record: Case #2009-100.

**Expunging of
Expulsion Records
Agenda Item 17**

Readmission of a student from expulsion: Case #2009-045.

**Expulsion
Readmissions
Agenda Item 18**

Petition to waive California Education Code §60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case #1011-021.

**California High
School Exit Exam
Agenda Item 19**

Joint Powers Agreement for Supplemental Law Enforcement Services.

**Joint Powers
Agreement
Agenda Item 20**

Members of the Special Educations Local Plan Area Community Advisory Committee.

**SELPA Advisory
Committee
Agenda Item 21**

Instructional materials recommended for adoption, *The Assault*, for International Baccalaureate English.

**Instructional
Materials
Agenda Item 22**

Purchase orders, warrants, and previously Board approved bids and contracts as listed.

**Purchase
Orders/Warrants
Agenda Item 23**

Employment contract of Ronald N. Lebs, Deputy Superintendent, Business & Support Services.

**Employment
Contract
Agenda Item 24**

Master contract for special education services to be provided by Rainbow Connection, Inc., a non-public agency.	Master Contract Agenda Item 26
Master contract for special education services to be provided by Therapeutic Education Center-Canal Street, a non-public agency.	Master Contract Agenda Item 27
Master contract for special education services to be provided by Therapeutic Education Center-Santa Ana, a non-public agency.	Master Contract Agenda Item 28
Master contract for special education services to be provided by Ocean View School, a non-public agency.	Master Contract Agenda Item 29
Master contract for special education services to be provided by Blind Children's Learning Center, a non-public agency.	Master Contract Agenda Item 30
Master contract for special education services to be provided by Speech and Language Development Center, a non-public agency.	Master Contract Agenda Item 31
Master contract for special education services to be provided by Pyramid Autism Center, a non-public agency.	Master Contract Agenda Item 32
Resolution No. 1011-50, Transition Partnership Project Interagency Agreement with the Department of Rehabilitation.	Interagency Agreement Agenda Item 33
Agreement for Television Broadcasting and Consulting Services, PBS SOCAL/KOCE-TV Foundation.	Television Broadcasting Agreement Agenda Item 35
Evaluation services for the After School Education and Safety program at Viejo Elementary School, V. Patricia Beyer.	Independent Contractor Agreement Agenda Item 36
Arts Teach assemblies and workshops, Segerstrom Center for the Arts.	Independent Contractor Agreement Agenda Item 37
ASB accounting workshop, CASBO.	Independent Contractor Agreement Agenda Item 38
Implementation support and training for Oracle Primavera contract management software program, D.R. McNatty & Associates, Inc.	Independent Contractor Agreement Agenda Item 39
Presentation for the Parent Involvement Program at Marco Forster Middle School, Instructional Support Services, Inc.	Independent Contractor Agreement Agenda Item 40
Advertise Bid No. 1112-01, Audio Visual Equipment.	Audio Visual Equipment Agenda Item 42

Advertise Bid No. 1112-05, Electrical Supplies and Materials.

**Electrical
Supplies/Materials
Agenda Item 43**

Award of Bid No. 1011-13, Snack and Beverage Products, A&R Wholesale Distributors, Inc.

**Snack/Beverage
Products
Agenda Item 44**

Award of Bid No. 1011-14, Grocery Products, A&R Wholesale Distributors Inc., Gold Star Foods, Sysco ILA, And Campus Foods.

**Grocery Products
Agenda Item 45**

Resignations, retirements, and employment of classified personnel.

**Resignations/
Retirements/
Employment
(Classified
Personnel)
Agenda Item 46**

Resignations, retirements, and employment of certificated personnel.

**Resignations/
Retirements/
Employment
(Certificated
Personnel)
Agenda Item 47**

ROLL CALL: AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Larson Ishii
NOES: None
ABSENT: None
ABSTAIN: None

Trustee Alpay pulled this item to ask Assistant Superintendent Julie Hatchel for details regarding the process of arriving at the name of this new high school.

**Naming of
Independent HS
Agenda Item 22A**

Following discussion, it was moved by Trustee Addonizio, seconded by Trustee Bryson and motion carried by a 5-2 vote to approve naming the independent study high school, West View Academy, with Trustees Alpay and Hatton dissenting.

Trustee Hatton pulled this item in order to ask Candy Miller how the District chooses these agencies, what the evaluation process is for these agencies, and how they are held accountable.

**Master Contract
Agenda Item 25**

It was moved by Trustee Hatton, seconded by Trustee Bryson, and motion carried unanimously to approve the master contract for special education services to Deborah Hebert, Inc., a non-public agency.

Trustee Alpay pulled this item in order to request background on this item without revealing the identity of the student.

**Agreement with
Laguna Beach USD
Agenda Item 34**

Trustee Alpay moved this item be tabled; however, the motion failed due to the lack of a second.

Following discussion, it was moved by Trustee Pritchard, seconded by Trustee Bryson, and motion carried by a 6-1 vote to approve the agreement with Laguna Beach Unified School District to split the excess costs of educating a special education student, with Trustee Alpay dissenting.

Trustee Addonizio pulled this item in order to give Deputy Superintendent Ron Lebs the opportunity to provide more information about how this contractor was selected. Randy Rowles provided information regarding the process used.

**Independent
Contractor
Agreement**

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried unanimously to approve Kern County Superintendent of Schools as the third party labor compliance monitoring services related to the construction of the Capistrano Valley High School's performing arts theater.

It was moved by Trustee Addonizio, seconded by Trustee Pritchard, and motion carried unanimously to adjourn the meeting.

Vice President Pritchard announced the meeting adjourned at 9:00 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Connie Scott, Executive Secretary to the Superintendent

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

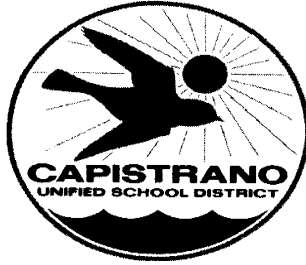
<u>DONATED BY</u>	<u>AMOUNT</u>	<u>PURPOSE</u>	<u>SCHOOL</u>
Knott's Berry Farm	115.00	field trip transportation	Ambuehl
SJC Education Foundation	663.25	field trip transportation	Ambuehl
Arroyo Vista Science Boosters	35,000.00	outdoor science camp	Arroyo Vista
Screamin' Media Group, Inc.	242.70	miscellaneous supplies	Arroyo Vista
Bergeson PTA	548.75	kindergarten assemblies	Bergeson
Bergeson PTA	1,990.00	2nd grade field trips	Bergeson
BESF	485.00	field trip	Bergeson
BESF	141.00	field trip transportation	Bergeson
Bergeson PTA	1,988.00	the Art Masters program	Bergeson
Robert Calica	0.00	a refrigerator	Bergeson
Canyon Vista PTA	330.00	field trip transportation	Canyon Vista
Chaparral PTA	14,905.00	an instructional aide	Chaparral
Chaparral PTA	2,649.15	technology	Chaparral
Lifetouch	927.00	student worksheets	Concordia
SC Jr. Woman's Club	700.00	copy paper	Concordia
RH Dana PTA	1,000.00	a 1st grade field trip	RH Dana
RH Dana Booster Club	8,000.00	a 5th grade field trip	RH Dana
Box Tops for Education	146.50	miscellaneous supplies	RH Dana
Segerstrom Center for the Arts	330.00	field trip transportation	Del Obispo
Pacific Life Foundation	3,000.00	teacher release time	Hankey K-8
James Thiercof	354.00	instructional materials	Hankey K-8
CARE Foundation	1,040.00	substitute teachers for conf.	Hankey K-8
CHIEF	90.00	substitutue teacher for field trip	Hankey K-8
Hidden Hills PTA	3,132.00	the Art Masters program	Hidden Hills
Ladera Ranch Elem. PTA	2,816.00	Meet the Masters	Ladera Ranch Elementary
Ladera Ranch Elem. PTA	1,628.00	a kindergarten field trip	Ladera Ranch Elementary
Ladera Ranch Ed. Foundation	167.44	Learning with Laptops	Ladera Ranch Elementary
Ladera Ranch Ed. Foundation	755.00	a 2nd grade field trip	Ladera Ranch Elementary
Screamin' Media Group, Inc.	298.08	technology	Ladera Ranch Elementary
LNES Foundation	7,790.00	a 5th grade field trip	Laguna Niguel Elementary
Las Flores Elem. PTA	134.06	miscellaneous supplies	Las Flores Elementary
Las Flores Elem. PTA	390.26	PE supplies	Las Flores Elementary
AT&T United Way	120.00	classroom supplies	Las Flores Elementary
Patrick & Sylvia Bozeman	100.00	classroom supplies	Las Palmas
Lobo School Booster Clubh	23,680.00	outdoor science camp	Lobo
CR&R Inc.	947.40	instructional materials	Malcom
Lifetouch	938.00	instructional materials	Malcom
Screamin' Media Group, Inc.	391.35	instructional materials	Malcom
Rancho Mission Viejo Land Trust	481.25	a 2nd grade field trip	Malcom
PTA	1,924.25	field trips	Malcom
CR&R Inc.	443.94	instructional materials	Malcom
VFW Post 6024	250.00	miscellaneous supplies	Marblehead
MH PTA	500.00	noontime sports program	Marblehead
Capital Group Companies	400.00	the primary music program	Oso Grande
Oso Grande PTA	7,500.00	noontime sports program	Oso Grande
Oso Grande PTA	8,800.00	the primary music program	Oso Grande
Oso Grande PTA	1,589.29	agendas/planners	Oso Grande
Pali Institute, Inc.	2,760.00	outdoor science camp	Oso Grande
Palisades students	234.84	playground equipment	Palisades
Palisades School	179.30	miscellaneous supplies	Palisades

AGENDA ITEM 11

EXHIBIT F

Box Tops for Education	779.30	miscellaneous supplies	Philip Reilly
San Juan Children's Foundation	200.00	field trip transportation	San Juan Elementary
San Juan Elem. PTA	4,375.00	field trip & transportation	San Juan Elementary
San Juan Elem. PTA	743.85	emergency radios	San Juan Elementary
Young Rembrandts	50.00	classroom supplies	San Juan Elementary
Hotel St. Regis	5,020.00	classroom supplies	San Juan Elementary
Lifetouch	773.00	classroom supplies	San Juan Elementary
Screamin' Media Group, Inc.	174.19	a computer	Tijeras Creek
Viejo Elementary School PTA	720.00	a kindergarten field trip	Viejo
Vista del Mar PTA	107.76	classroom supplies	Vista del Mar Elementary
George White PTA	1,815.44	copier supplies	George White
Mary Austin	60.00	the primary music program	Wood Canyon
Wood Canyon PTA	1,000.00	Meet the Masters	Wood Canyon
Wood Canyon Foundation	1,032.00	outdoor ed camp	Wood Canyon
Newhart Middle School PTA	1,212.79	a laptop computer	Newhart
BAMS PTSA	550.29	test prep books	Bernice Ayer
Niguel Hills MS Boosters	928.43	a computer	Niguel Hills
CVHS PTSA	5,774.73	miscellaneous supplies	CVHS
Dana Point Fine Arts Assn.	1,000.00	instructional materials	DHHS
San Clemente HS PTSA	331.88	library books	SCHS
CARE Foundation, Inc.	0.00	a scanner	Serra High School
Tesoro HS PTSA	<u>8,050.00</u>	library materials	Tesoro
	\$177,694.47		

LEASE/RENTAL AGREEMENT



This lease/rental agreement is entered into this first day of July, 2011 by and between **Capistrano Unified School District**, the Owner, and **Orange County Fire Authority**, the Renter.

NOW THEREFORE, in consideration of the mutual promises set forth herein of the parties hereto, the parties agree as follows:

I.

WITNESS: The Owner does hereby lease to Renter the following described motor vehicle:

Bus 207, 1990 Bluebird, 78-passenger school bus, for a period of **6 days** from July 18, 2011 through July 23, 2011, at \$150.00 per day for a total cost of \$900, in advance.

A security deposit in the amount of \$1,000 is payable upon execution of this agreement. Security deposit will be returned at the end of this rental if all items on this agreement are met. Early termination or returning the units with damage or repairs needed may forfeit all or part of the security deposit.

II.

Renter agrees to the following:

1. Return the vehicle(s) to Owner in as good a condition as received with normal wear and tear, or
2. Retain the vehicle(s) for an additional period under the terms and conditions contained in the Agreement after having obtained Owners written consent at least one (1) day prior to the expiration of the initial retention rental period.
3. Renter shall notify the district of all potential drivers of the rental vehicle.
4. Renter shall supply appropriate license and training documentation to verify driver's qualifications.
5. All potential drivers of the vehicle shall demonstrate proficiency in the vehicle prior to taking possession of the vehicle during the rental period.

III.

RENTER AGREES to indemnify and hold OWNER harmless from any liability from any personal injuries, property damage, or any other damages or injuries, which result from the use or operation of, said vehicle(s). Owner and Renter agree there is categorically no employment relationship between the Owner and Renter. Renter shall assume any and all loss or damages to said vehicle(s) while within the Renter's control and possession.

IV.

RENTER WILL provide at its own expense liability, collision, comprehensive, fire and theft insurance, in the amount of **\$5 million**, which shall properly cover the Renters use of the rented unit. A copy of this policy or a Certificate of Insurance shall be delivered to the Owner at the earliest possible opportunity. Before unit is delivered, Owner shall be named as *additional insured* and *loss payee*. Value of the vehicle(s) is **\$126,525**.

V.

RENTER AGREES to the following pertaining to breakdowns, repairs and upkeep. Any breakdowns or repairs which are attributed to the age of the vehicle and normal wear and tear are the responsibility of the Owner. Any breakdowns or repairs which are attributed to the operation, driving, misuse, or neglect are the responsibility of the Renter. Renter to keep records on a Daily Driver Check List to assure that all systems, fluid levels, etc., are being properly checked and maintained. Renter will maintain the above vehicle(s) hereby leased in good repair and operating condition, and will furnish at its expense all parts and supplies necessary to comply with this provision including, but not limited to, tires, tubes, fuel, lubricants, oil and anti-freeze, and further, the Renter shall keep said vehicle(s) properly stored. Renter shall be liable to Owner for any and all damage or depreciation caused by the negligence of the Renter, its officers, agents or employees, or by failure or neglect of the Renter, its officers, agents, and employees to care for or make repairs as needed, normal wear and tear excepted.

VI.

THIS RENTAL may be terminated in the following manner: If the Renter fails to perform any of the above terms, the Owner shall have the right to terminate this agreement by giving the Renter thirty (30) days written notice and Renter shall terminate its lease payment.

VII.

RENTER SHALL NOT sub-lease this vehicle to any other including any auxiliary group.

VIII.

TERMINATION OF THIS AGREEMENT for any reason by either party upon sixty (60) days prior written notice.

This vehicle shall be housed at: _____

Renter: **Orange County Fire Authority**

By: _____

Date: _____

Owner: **Capistrano Unified School District**

By: _____

Date: _____

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
NvLS PROFESSIONAL SERVICES, LLC

This Request for Qualifications (RFQ) No. 1-0910 – E-Rate Consultant called for an original 12-month contract covering the period July 1, 2009 through June 30, 2010, with annual renewals at the option of the Board of Trustees for two (2) additional one-year periods.

The contract with NvLS Professional Services, LLC pursuant to RFQ No. 1-0910, shall be extended, covering the period July 1, 2011, through June 30, 2012 at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on June 22, 2009, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent _____

Director, Purchasing _____

Date: _____

CONTRACTOR

NvLS Professional Services, LLC

By: _____
Signature

Print Name

Title

Date: _____



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

April 7, 2011

BOARD OF TRUSTEES

JACK R. BRICK
President

GARY PRITCHARD, Ph. D.
Vice President

JOHN M. ALPAY
Clerk

ELLEN M. ADDONIZIO

ANNA BRYSON

LYNN HATTON

SUE PALAZZO

SUPERINTENDENT

JOSEPH M. FARLEY, Ed. D.

Nancy Von Langen-Scott
NvLS Professional Services, LLC
11321 Legacy Terrace
San Diego, CA 92131

Subject: RFQ No. 1-0910 – E-Rate Consultant

Dear Ms. Von Langen-Scott:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2011.

Newly elected Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to submit reduced costs for the renewal period July 1, 2011 through June 30, 2012. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 25, 2011.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

**Nancy von Langen-Scott
NvLS Professional Services, LLC**

11321 Legacy Terrace
San Diego, CA. 92131-3552

nancyvls@sbcglobal.net

Ofc: (858) 271 8585

Fax: (858) 271 0743

Cell: (858) 722-4456

May 5, 2011

Ms. Terry Fluent
Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA. 92675

Re: RFQ No. 1-0910 – E-Rate Consultant

Dear Ms. Fluent

We are in receipt of your letter dated April 7, 2011, requesting a reduced cost for the contract renewal period from July 1, 2011 to June 30, 2012 for E-rate Consulting. We are empathetic to the State's fiscal crisis and how it impacts Capistrano Unified School District. .

During 2010-2011, we worked with your IT Department to process your 2009-2010 E-rate applications (\$354K), your 2010-2011 applications (\$1.9M) and requested approximately \$533,000 for Telecom and Internet services for 2011-2012. In 2011-2012, we will process the 2010 and 2011 applications and will also begin the process of requesting E-rate funding for 2012-2013.

In order to extend our contract, we will continue the \$18,000 fee for the contracted time period (July 1, 2011 - June 30, 2012) with no additional fees for Technology Planning and RFP assistance. Although we don't anticipate the following charges, if there is an extensive PIA (Program Integrity Assurance), Selective Review, Audit or other services requested by the District, we will charge \$125/hour.

Below is the chart you requested:

SERVICE	2010-2011 FEES QUOTED	2011-2012 FEES QUOTE
E-RATE CONSULTING	\$18,000	\$18,000
FILE BEARS FOR PREVIOUS E-RATE YEAR	INCLUDED ABOVE	INCLUDED ABOVE
FILE FORM 500S FOR PREVIOUS E-RATE YEAR	INCLUDED ABOVE	INCLUDED ABOVE
E-RATE DISCUSSION	INCLUDED ABOVE	INCLUDED ABOVE
FILE 470S FOR CURRENT YEAR	INCLUDED ABOVE	INCLUDED ABOVE
FILE 471S & ATTACHMENTS FOR CURRENT YEAR	INCLUDED ABOVE	INCLUDED ABOVE
ANSWER PIA QUESTIONS	INCLUDED ABOVE	INCLUDED ABOVE
FILE 486S FOR CURRENT YEAR	INCLUDED ABOVE	INCLUDED ABOVE
FILE VENDOR CERTIFICATION FORMS	INCLUDED ABOVE	INCLUDED ABOVE
TECH PLAN ASSISTANCE	\$125/HR.	\$0
RFP ASSISTANCE	\$0	\$0
PIA QUESTIONS	\$0	\$0
EXTENSIVE PIA	\$125/HR.	\$125/HR.
SELECTIVE REVIEW	\$125/HR.	\$125/HR.
AUDIT	\$125/HR.	\$125/HR.
OTHER REQUESTS FROM SLD OR CUSD	\$125/HR.	\$125/HR.

Please let us know if there is anything else you need from us. We welcome working with Susan Holliday and Capistrano USD again! Thank you for the opportunity!

Sincerely,

Nancy von Langen-Scott
NvLS Professional Services, LLC

Cc: Susan E. Holliday, Director VI, Educational Technology
Rick Del Valle, NvLS Professional Services, LLC

CONTRACTOR'S NAME: NvLS Professional Services LLC

CONTRACT No. I0910005



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and NvLS Professional Services LLC 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:** E-Rate Consultant Services per scope and fee schedule, RFQ No. 1-0910.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2009, and will diligently perform as required and complete performance by June 30, 2010.

CONTRACTOR'S NAME: NvLS Professional Services LLC **CONTRACT No.** 10910005

3. Compensation: DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed twenty thousand and 00/100----- Dollars (\$ 20,000.00).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Upon submission of invoice for services.

4. Expenses: DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, 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: NvLS Professional Services LLC CONTRACT No. I0910005

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:

NvLS Professional Services LLC
11321 Legacy Terrace
San Diego, CA 92131

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: NvLS Professional Services LLC CONTRACT No. 10910005

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 Special Terms and Conditions to Agreement-Contract No. 10910005
- b. Exhibit B RFQ No. 1-0910
- c. Exhibit C _____

THIS AGREEMENT IS ENTERED INTO THIS 23rd DAY OF June, 2009.

Capistrano Unified School District

Name of District

By: _____

Terry Fluent

Typed Name

Director, Purchasing

Title

NvLS Professional Services LLC

Contractor Name

By: _____

Nancy von Langen-Scott

Typed Name

Chief Executive Officer

Title

84-1678547

Taxpayer Identification Number

SPECIAL TERMS AND CONDITIONS TO AGREEMENT
CONTRACT NO. I0910005

Article 9. Termination: Delete sentence: *If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR.*

Article 11. Insurance: Professional Liability Insurance (Errors & Omissions) will be accepted in lieu of General Liability Insurance. Property damage coverage to be \$100,000.00 per each occurrence.

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
NvLS PROFESSIONAL SERVICES, LLC

This Request for Qualifications (RFQ) No. 1-0910 – E-Rate Consultant called for an original 12-month contract covering the period July 1, 2009 through June 30, 2010, with annual renewals at the option of the Board of Trustees for two (2) additional one-year periods.

The contract with NvLS Professional Services, LLC pursuant to RFQ No. 1-0910, shall be extended, covering the period July 1, 2010, through June 30, 2011 at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on June 22, 2009, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: Terry Fluent
Signature

Terry Fluent

Director, Purchasing

Date: 8/11/10

CONTRACTOR

NvLS Professional Services, LLC

By: Nancy von Langen-Scott
Signature

Nancy von Langen-Scott
Print Name

President & CEO
Title

Date: 7-20-10

Nancy von Langen-Scott
NvLS Professional Services, LLC
11321 Legacy Terrace
San Diego, CA. 92131-3552
nancyvls@sbcglobal.net
Ofc: (858) 271 8585
Fax: (858) 271 0743
Cell: (858) 722-4456

May 29, 2010

Ms. Terry Fluent
Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA. 92675

Re: RFQ No. 1-0910 – E-Rate Consultant

Dear Ms. Fluent

We are in receipt of your letter dated May 19, 2010, requesting a reduced cost for a contract renewal period from July 1, 2010 to June 30, 2011 for E-rate Consulting. We would like to be empathetic to the State's fiscal crisis and how it impacts Capistrano Unified School District and be able to negotiate with the District.

While many E-rate Consultants charge 10% of the received funding (we requested \$553,735 for Telecom and Internet or a total of \$1,927,776 for Telecom, Internet and Equipment for Capistrano USD for 2010-2011'S E-rate Application), we realize those E-rate consulting fees would be very costly to the District. We also know that the District must go out to bid this year for Telecommunications because ATT's CALNET contract expires so we will be working with the District assisting them in writing and processing the Request For Proposals, which may add more hours of work for us.

That being said, we will decrease our fees to \$18,000 for the contracted time period (July 1, 2010 - June 30, 2011). Our additional services will remain at \$125 per hour for Technology Planning assistance, RFP assistance, extensive PIA (Program Integrity Assurance), Selective Review, Audit or other services requested by the District. (No extra services were charged for 7/1/2009 – 6/30/2010). Also, we would like to request an extended contract period of 2 additional years so that we can keep your rates low and we keep a good client!

Below is the chart you requested:

SERVICE	2009-2010 FEES QUOTED	2009-2010 ACTUAL FEES	2010-2011 FEES QUOTE
E-RATE CONSULTING	\$20,000	\$20,000	\$18,000
FILE BEARS FOR PREVIOUS E-RATE YEAR	INCLUDED ABOVE	INCLUDED ABOVE	INCLUDED ABOVE
FILE FORM 500S FOR PREVIOUS E-RATE YEAR	INCLUDED ABOVE	INCLUDED ABOVE	INCLUDED ABOVE
E-RATE DISCUSSION	INCLUDED ABOVE	INCLUDED ABOVE	INCLUDED ABOVE
FILE 470S FOR CURRENT YEAR	INCLUDED ABOVE	INCLUDED ABOVE	INCLUDED ABOVE
FILE 471S & ATTACHMENTS FOR CURRENT YEAR	INCLUDED ABOVE	INCLUDED ABOVE	INCLUDED ABOVE
ANSWER PIA QUESTIONS	INCLUDED ABOVE	INCLUDED ABOVE	INCLUDED ABOVE
FILE 486S FOR CURRENT YEAR	INCLUDED ABOVE	INCLUDED ABOVE	INCLUDED ABOVE
FILE VENDOR CERTIFICATION FORMS	INCLUDED ABOVE	INCLUDED ABOVE	INCLUDED ABOVE
TECH PLAN ASSISTANCE	\$125/HR.	\$0	\$125/HR.
RFP ASSISTANCE	\$0	\$0	\$125/HR.
PIA QUESTIONS	\$0	\$0	\$0
EXTENSIVE PIA	\$125/HR.	\$0	\$125/HR.
SELECTIVE REVIEW	\$125/HR.	\$0	\$125/HR.
AUDIT	\$125/HR.	\$0	\$125/HR.
OTHER REQUESTS FROM SLD OR CUSD	\$125/HR.	\$0	\$125/HR.

Please let us know if there is anything else you need from us. We welcome working with Susan Holliday and Capistrano USD again! Thank you for the opportunity!

Sincerely,

Nancy von Langen-Scott
NvLS Professional Services, LLC

Cc: Susan E. Holliday, Director VI, Educational Technology
Rick Del Valle, NvLS Professional Services, LLC

AGREEMENT NUMBER: 36637

AMENDMENT #1
CAPISTRANO UNIFIED SCHOOL DISTRICT
INCOME AGREEMENT

The AGREEMENT entered into March 18, 2011, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT, is hereby amended as follows:

1.0 Section 1.0 SCOPE OF WORK shall be amended to read as follows: DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work, and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT shall perform the following services for Instructional Services Program:

1.1 Provide interpreter training sessions at three (3) hours each to DISTRICT staff and educational interpreters.

2.0 Section 2.0 TERM shall be amended to read as follows: This AGREEMENT shall commence on April 19, 2011, and end on June 30, 2011.

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3.0 Except as expressly herein amended, said AGREEMENT shall in all respects be and remain in full force and effect.

DISTRICT: CAPISTRANO UNIFIED
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY: _____
Authorized Signature

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: May 5, 2011

CUUSD-Income(36637)Amend1
ZIP4

1
2 AGREEMENT NUMBER: 36637

3 INCOME AGREEMENT
4 CAPISTRANO UNIFIED SCHOOL DISTRICT

5 This AGREEMENT is hereby entered into this 18th day of
6 March, 2011, by and between the Orange County Superintendent of
7 Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter
8 referred to as SUPERINTENDENT, and the Capistrano Unified School
9 District, 33122 Valle Road, San Juan Capistrano, California 92675,
10 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT
11 shall be collectively referred to as the Parties.

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

18 WHEREAS, DISTRICT is in need of such special services and
19 advice related to professional development training; and

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

23 NOW, THEREFORE, the parties hereby agree as follows:

24 1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an
25 independent contractor to perform the following described work, and
SUPERINTENDENT hereby agrees to perform said work upon the terms and
conditions hereinafter set forth. Specifically, SUPERINTENDENT

1 shall perform the following services for Instructional Services
2 Program:

3 1.1 Provide interpreter training sessions at three (3)
4 hours each to DISTRICT staff and educational
5 interpreters on April 12, 2011; April 19, 2011 and
6 April 26, 2011.

7 2.0 TERM. This AGREEMENT shall commence on April 12, 2011, and
8 end on April 26, 2011.

9 3.0 COMPENSATION. DISTRICT agrees to pay SUPERINTENDENT for
10 services satisfactorily performed pursuant to Section 1.0 of this
11 AGREEMENT a total sum not to exceed Four thousand dollars
12 (\$4,000.00). Reimbursement shall be made at the rate of One hundred
13 dollars (\$100.00) per participant. Payment shall be mailed to:
14 Orange County Superintendent of Schools, Attn: Accounting Manager,
15 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050,
16 or at such other place as SUPERINTENDENT may designate in writing.

17 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance
18 of this AGREEMENT, shall be and act as an independent contractor.
19 SUPERINTENDENT understands and agrees that he/she and all of his/her
20 employees shall not be considered officers, employees or agents of
21 the DISTRICT, and are not entitled to benefits of any kind or nature
22 normally provided employees of the DISTRICT and/or to which
23 DISTRICT'S employees are normally entitled, including, but not
24 limited to, State Unemployment Compensation or Workers'
25 Compensation. SUPERINTENDENT assumes the full responsibility for
the acts and/or omissions of his/her employees or agents as they

1 relate to the services to be provided under this AGREEMENT.
2 SUPERINTENDENT shall assume full responsibility for payment of all
3 federal, state and local taxes or contributions, including
4 unemployment insurance, social security and income taxes with
5 respect to SUPERINTENDENT'S employees.

6 5.0 HOLD HARMLESS/INDEMNIFICATION.

7 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
8 hold harmless DISTRICT, its Governing Board, officers, agents, and
9 employees from liability and claims of liability for bodily injury,
10 personal injury, sickness, disease, or death of any person or
11 persons, or damage to any property, real personal, tangible or
12 intangible, arising out of the negligent acts or omissions of
13 employees, agents or officers of SUPERINTENDENT or the Orange County
14 Board of Education during the period of this AGREEMENT.

15 B. DISTRICT hereby agrees to indemnify, defend, and hold
16 harmless SUPERINTENDENT, the Orange County Board of Education, and
17 its officers, agents, and employees from liability and claims of
18 liability for bodily injury, personal injury, sickness, disease, or
19 death of any person or persons, or damage to any property, real,
20 personal, tangible or intangible, arising out of the negligent acts
21 or omissions of employees, agents or officers of DISTRICT during the
22 period of this AGREEMENT.

23 6.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to
24 this AGREEMENT shall not be assigned by the DISTRICT without prior
25 written approval of SUPERINTENDENT.

1 7.0 TOBACCO USE POLICY. In the interest of public health, the
2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
3 use of any tobacco products are prohibited in buildings and
4 vehicles, and on any property owned, leased or contracted for by the
5 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
6 abide with conditions of this policy could result in the termination
7 of this AGREEMENT.

8 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
9 they will not engage in unlawful discrimination in employment of
10 persons because of race, color, religious creed, national origin,
11 ancestry, physical handicap, medical condition, marital status, or
12 sex of such persons.

13 9.0 TERMINATION. Either party may terminate this AGREEMENT with
14 or without reason with the giving of thirty (30) days written notice
15 to the other party. DISTRICT shall compensate SUPERINTENDENT only
16 for services satisfactorily rendered to the date of termination.
17 Written notice by DISTRICT shall be sufficient to stop further
18 performance of services by SUPERINTENDENT. Notice shall be deemed
19 given when received by the SUPERINTENDENT or DISTRICT or no later
20 than three (3) days after the day of mailing, whichever is sooner.

21 10.0 NOTICE. All notices or demands to be given under this
22 AGREEMENT by either party to the other, shall be in writing and
23 given either by: (a) personal service or (b) by U.S. Mail, mailed
24 either by registered or certified mail, return receipt requested,
25 with postage prepaid. Service shall be considered given when
received if personally served or if mailed on the third day after

1 deposit in any U.S. Post Office. The address to which notices or
2 demands may be given by either party may be changed by written
3 notice given in accordance with the notice provisions of this
4 section. At the date of this AGREEMENT, the addresses of the
5 parties are as follows:

6 DISTRICT: Capistrano Unified School District
33122 Valle Road
7 San Juan Capistrano, California 92675
Attn: _____

8
9 SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
10 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

11 11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to
12 seek redress for violation of, or to insist upon, the strict
13 performance of any term or condition of this AGREEMENT shall not be
14 deemed a waiver by that party of such term or condition, or prevent
15 a subsequent similar act from again constituting a violation of such
16 term or condition.

17 12.0 SEVERABILITY. If any term, condition or provision of this
18 AGREEMENT is held by a court of competent jurisdiction to be
19 invalid, void, or unenforceable, the remaining provisions will
20 nevertheless continue in full force and effect, and shall not be
21 affected, impaired or invalidated in any way.

22 13.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
23 shall be governed by the laws of the State of California with venue
24 in Orange County, California.

25 14.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
attached hereto constitute the entire agreement among the Parties to

1 it and supersedes any prior or contemporaneous understanding or
2 agreement with respect to the services contemplated, and may be
3 amended only by a written amendment executed by both Parties to the
4 AGREEMENT.

5 IN WITNESS WHEREOF, the Parties hereto set their hands.

6 DISTRICT: CAPISTRANO UNIFIED
7 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

8 BY: *Amy Bryant*

BY: *Patricia McCaughey*

Authorized Signature

Authorized Signature

9 PRINTED NAME: *Dr. Amy Bryant*

PRINTED NAME: Patricia McCaughey

10 TITLE: *Dr. V. Curriculum +*
Instructional Support

TITLE: Coordinator

11 DATE: *3/23/11*

DATE: March 18, 2011

13 Income-CapistranoUSD(36637)11
14 ZIP9

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:
49-70862-6941041

LEA: CAPISTRANO UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Larry M. Simmons High School - Kiva

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 Larry M. Simmons High School-Kiva (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. Larry M. Simmons High School- Kiva
NONPUBLIC SCHOOL

49-70862-6941041
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>\$182.26</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. Room & Board	<u>\$263.90</u>	<u>day</u>
	b. Transportation	_____	_____
	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 – 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,

Larry M. Simmons High School- Bodega

Capistrano Unified School District

Nonpublic School

By:

By:

Signature	Date
Susan Lemieux, Executive 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:
 Kathleen Parker

Name
Larry M. Simmons High School- Kiva
 Nonpublic School Provider

365 Kuck Lane
 Address

City	State	Zip
Petaluma	CA	94952

Phone
 (707) 795-6954

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:
49-70862-0110916

LEA: CAPISTRANO UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Larry M. Simmons High School - Bodega

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 Larry M. Simmons High School- Bodega (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.

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>\$182.26</u>	<u>Daily</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. Room & Board	<u>\$263.90</u>	<u>Daily</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	_____	_____
	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 – 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,

Larry M. Simmons High School- Bodega
 Nonpublic School

Capistrano Unified School District

By:

By:

 Signature Date

Susan Lemieux, Executive 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:
 Kathleen Parker

 Name
Larry M. Simmons High School- Bodega
 Nonpublic School Provider

365 Kuck Lane

 Address

City	State	Zip
Petaluma	CA	94952

Phone
 (707) 795-6954

CONTRACTOR'S NAME: The Speech, Language & Learning Center CONTRACT No. I1011145



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and The Speech, Language & Learning Center 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:** Individualized cognitive-sensory intervention programs to CUSD students as designated by District.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on April 21, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: The Speech, Language & Learning Center **CONTRACT No.** I1011145

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: 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

CONTRACTOR'S NAME: The Speech, Language & Learning Center **CONTRACT No.** II011145

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: The Speech, Language & Learning Center **CONTRACT No.** I1011145

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:

The Speech, Language & Learning Center
31831 Camino Capistrano, Suite 100
San Juan Capistrano, CA 92675

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: The Speech, Language & Learning Center CONTRACT No. I1011145

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 26th DAY OF May, 2011.

Capistrano Unified School District

Name of District

The Speech, Language & Learning Center

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

Title

May 25, 2011

Board Approval Date

Taxpayer Identification Number

EXHIBIT A

Fee Schedule

THE SPEECH, LANGUAGE & LEARNING CENTER

31831 Camino Capistrano, Suite 100

San Juan Capistrano, CA 92675

TYPE OF THERAPY (Please circle)	PRICES	LENGTH/ NUMBER OF SESSIONS PER DAY	# OF DAYS PER WEEK
<i>Fast ForWord®</i>	\$65/ 50 min.	50 min	
<i>Seeing Stars®</i>	\$70/ 50 min.	o 1 x 50 min o 3 x 50 min o 2 x 50 min o 4 x 50 min	
<i>Visualizing & Verbalizing®</i>	\$70/ 50 min.	o 1 x 50 min o 2 x 50 min	
<i>Speech/Language Therapy</i>	\$55/ 25 min. \$110/ 50 min.	o 25 min o 50 min.	
<i>Read Naturally®</i>	\$50/ 50 min.	50 min	
<i>Earobics®</i>	\$25/ 25 min.	25 min	
<i>LiPS® (ages 4-6)</i>	\$70/ 50 min.	o 25 min o 50 min	
<i>ABC Decode (ages 4-6)</i>	\$50/ 30 min.	30 min	
<i>Decode for Kids (ages 6+)</i>	\$50/ 30 min.	30 min	
<i>Mind Math® (Jiji)</i>	\$200/ month	45 min.	2 x week
<i>Singapore Math™</i>	\$50/ 50 min.	50 min	
<i>Writing Workshop</i>	\$50/ 50 min.	50 min.	

By: _____

Date: _____

*

CONTRACTOR'S NAME: Pearson

CONTRACT No. I1011146



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Pearson 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:** Technology in the mathematics
classroom training for the professional development of CUSD teachers.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on May 26, 2011, and will diligently perform as required and complete performance by June 30, 2011.

CONTRACTOR'S NAME: Pearson CONTRACT No. I1011146

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Thirty-five hundred dollars Dollars (\$ 3,500.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Per fee schedule (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:

Pearson
1300 National Dr. #170
Sacramento, CA 95834

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: Pearson CONTRACT No. I1011146

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 26th DAY OF May, 2011.

Capistrano Unified School District
Name of District

Pearson
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

May 25, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date ^{bh 5/2/11} _____

enVisionMATH® Professional Development Summary Sheet

District	Capistrano Unified School District (R.H. Dana Elementary School)		
Address	33122 Valle Rd., San Juan Capistrano, CA 92675		
Contact	Christina Portillo		
Phone	949-496-5784	FAX	949-488-3867
Email	cmportillo@capousd.org		

ISBN	Topic	Units	Price	Total
112804	Module 3: Technology in the Mathematics Classroom. One FULL DAY Session for representatives of Grade Levels K-5: To be delivered on May 26 OR May 27	1	\$3,500	\$3,500.00
TOTAL				3,500.00
<i>The maximum number of participants per session is thirty (30) unless otherwise noted.</i>				

Rep	Pedro Cevallos	CS	Luana Canty
Phone	310-800-6777	Phone	951-265-7848
Email	Pedro.cevallos@pearson.com	Email	Luana.canty@pearson.com
Date	Apr 21, 2011		Apr. 21, 2011

Session Details:

Module 3: Technology in the Mathematics Classroom ISBN: 112804

This one-day workshop engages participants in reflection on the meaning of 21st century learning and the importance of technology in the classroom. Teachers explore all of the envisionMATH technology resources. They learn how to register and explore SuccessNet resources. Participants build a class, learn how to customize Parent Letters and explore the online Teacher and Student Editions. They experience the Premium Digital Path resources including the Visual Learning Animations, Math Stories and Topic Openers, Animated Glossary, Tools4Math, Interactive Games, Songs and Videos. Working collaboratively, participants explore virtual manipulatives and brainstorm ideas of lessons where these could be incorporated. Success Tracker, the enVisionMATH online assessment, is thoroughly explored with teachers learning how to customize assessment and provide appropriate intervention and enrichment. Additional technology resources are explored including MindPoint Quiz Show and ExamView.

Exhibit A

CONTRACTOR'S NAME: Meet the Masters, Inc. CONTRACT No. I1112001



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Meet the Masters, 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:** Art instruction, assemblies,
lectures and programs District wide.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Meet the Masters, Inc. CONTRACT No. I1112001

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: 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: Supplies: paper goods, paint, glue, scissors, crayons etc.
Duplication of learning packets, lesson plans, instructions, artist profile slips etc..
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: Meet the Masters, Inc.

CONTRACT No. I1112001

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: Meet the Masters, Inc. CONTRACT No. 11112001

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: Meet the Masters, Inc. **CONTRACT No.** 11112001

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: Meet the Masters, Inc.

CONTRACT No. I1112001

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:

Meet the Masters, Inc.
331 W. Cristobal
San Clemente, CA 92672

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: Meet the Masters, Inc. CONTRACT No. 11112001

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>Special Conditions</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 26th DAY OF May, 2011.

Capistrano Unified School District
Name of District

Meet the Masters, Inc.
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

May 25, 2011
Board Approval Date

Taxpayer Identification Number

Initials/Date BH 5/2/11

MEET THE MASTERS INC.

PRICE LIST 2010-2011

Universal Base Price:

6/7 Artist Units	\$1200.
5	1000.
4	800.
3	700.
2	600.
1	400.

Teaching Services:

\$29. Per Classroom Lesson, grades 1-8

\$29. Per Assembly Lesson, all grades

\$37. Per Kindergarten Classroom Lesson

Administration:

Manager: \$25. Per unit plus \$50.

Regional Manager: \$12. Per unit

Set-Up Delivery at Site: \$50.

Art Supplies & Art Prints:

Supplies-See Listing of Costs per Artist Unit

Prints-\$25. Per print, \$10. Portfolio

Teacher's Mileage (if applicable) \$.40 per mile

2011-12 Managers's Art Supply Costs

TRACK A	TRACK B	TRACK C	TRACK D	TRACK E
*Van Gogh 66	*Remington 80	*Miro 38	*Chagall 66	*Rockwell 120
*Monet 120	*O'Keeffe 224	*Rembrandt 25	*Klee 39	*Warhol 115
*Homer 64	*Matisse 0	*Bonheur 66	*Seurat 114	*Rousseau 205
*Picasso 80	*Kahlo 66	Lawrence 98	*Ringgold 66	*Hopper **
Cassatt 100	Hokusai 57	*Gauguin 66	Cezanne 74	*Martinez **
Mondrian 4	Degas 80	Calder 99	Da Vinci 25	**
Escher 60	Wood 80	Toulouse-Ltrc 39	Renoir 167	150
7 Units Total 494	7 Units Total 587	7 Units Total 431	7 Units Total 551	7 Units Total **
*4 Units Total 330	*4 Units Total 370	*4 Units Total 195	*4 Units Total 285	*5 Units Total **
* = Units with K	* = Units with K	* = Units with K	* = Units with K	* = Units with K

**Total dependent upon enrollment

Costs per Artist

Bonheur 66	Michelangelo 150
Calder 99	Miro 38
Cassatt 100	Mondrian 4
Cezanne 74	Monet 120
Chagall 66	O'Keeffe 224
Da Vinci 25	Picasso 80
Degas 80	Rembrandt 25
Escher 60	Remington 80
Gauguin 66	Renoir 167
Hokusai 57	Ringgold 66
Homer 64	Rockwell 120
**Hopper 12+	Rousseau 205
Kahlo 66	Seurat 114
Klee 39	Toulouse-Ltrc 39
**Klimt 38+	Van Gogh 66
Lawrence 98	Warhol 115
**Martinez 17+	Wood 80
Matisse 0	

Sets of 36 supply a school of up to 750 students.

**Supply Costs determined by Enrollment

(Order extras for samples, Inservice, possible enrollment increases)

**Hopper Supply Costs = \$12 plus:
\$.23 per student, all levels

**Klimt Supply Costs = \$38. plus:
\$.32 per student, all levels

**Martinez Supply Costs \$17. Plus:
\$.30 per student, all levels

Supply sets of 12 or 24 are available at 1/3 or 2/3 of the cost for these artists only: Bonheur, Chagall, Gauguin, Kahlo, Ringgold, Rockwell, and Van Gogh

Regional Manager _____ School _____

Date _____ Manager _____

BASE PRICE 2011-2012 (circle)

6/7 Units	\$1200	3 Units	\$700	
5	\$1000	2	\$600	
4	\$800	1	\$400	
			\$ _____	

TEACHING SERVICES Full or Inservice (circle)

of Assemblies per unit _____ X # of Units _____ X \$30 = \$ _____

of Inservices per unit _____ X 3 = _____ X # of Units _____ X \$30 = \$ _____

of Classrooms per unit _____ X # of Units _____ X \$30 = \$ _____

of Kindergarten Classes _____ X # of Units _____ X \$37 = \$ _____

ADMINISTRATION

Full or Inservice *(circle)

MANAGER

Inservice # of Units + 2 = _____ X \$15 = \$ _____

Full Service # of Units + 2 = _____ X \$25 = \$ _____

REGIONAL

Inservice: # of Units _____ X \$7 = \$ _____

Full Service # of Units _____ X \$12 = \$ _____

SET-UP/DELIVERY \$50.00

MILEAGE (If Applicable)

of miles _____ # of trips _____ per unit X _____ units X .40 = \$ _____

Unknown, to be added later _____ School Informed _____

ABOVE SUBTOTAL \$ _____

Page 1

ART SUPPLIES (Taxable)

Track A B C D E Custom Enrollment _____

Units: _____

One Set Supplies \$ _____

Additional Sets (____) \$ _____

\$ _____

NEW SCHOOL: One Free Artist (7 min.units-) \$ _____

(Credit \$70.)

Total Supplies \$ _____

PRINTS (Taxable)

Prints Tr A B C D E # of Sets _____ # in ea set _____ x \$25 ea. + \$12.

Portfolio

One Set w/Portfolio \$ _____

182 Additional

Free Set-New School Only (circle)

0

Total Prints

\$

Subtotal Supplies & Prints

\$

Tax (%)

\$

TOTAL SUPPLIES, PRINTS & TAX \$

TOTAL CALCULATIONS

Subtotal Base, Teaching, Admin., Miles (from pg.1)

\$

Total supplies, prints, tax (from pg.2)

\$

Other Charges (if applicable from pg.3)

\$

TOTAL QUOTE \$

Page 2

Additional or Replacement Price Chart

Other Charges

CURRICULUM

- | | |
|--|-------|
| 1. Implementation Guide/Artist Book | \$30. |
| 2. Portfolio | \$25. |
| 3. Audio CD | \$25. |
| 4. Sets (36 ea) for "Working With" Lessons
Homer, O'Keeffe, Cassatt, Rockwell | \$40. |
| 5. Training DVD (Working With Lessons) | \$30. |
| 6. Shipping | |
| Small Orders | \$20. |
| Standard Order | \$35. |

TEACHING

- | | |
|---|---------------|
| 1. More than 90 minutes of breaks during one day | \$30. |
| Each additional 30 minutes | \$30.* |
| # of days per unit ____ X # of units ____ X \$30. or \$* ____ = \$ ____ | |
| 2. Minimum of 3 lessons per day, price for exception
\$29. Per day, plus mileage if applicable | |
| # of days ____ per unit X # of units ____ X \$29. = \$ ____ | |
| Mileage per day ____ X # of days ____ = \$ ____ | |
| 3. Assemblies in multiple locations | \$30. Per day |

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SPECIAL CONDITIONS

Capistrano Unified School District agrees to omit Section 8 (detailed below) from the standard CUSD Independent Contractors Agreement as it pertains to CUSD contract number I1112001 between Meet the Masters, Inc. and the District.

- 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.

Exhibit B

CONTRACTOR'S NAME: All Green Electronics Recycling, LLC CONTRACT No. 11112002



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and All Green Electronics Recycling, LLC 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:** Collection, data destruction and recycling of electronics, equipment and materials District wide.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on May 26, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: All Green Electronics Recycling, LLC **CONTRACT No.** I1112002

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 services 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: 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

CONTRACTOR'S NAME: All Green Electronics Recycling, LLC **CONTRACT No.** I1112002

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: All Green Electronics Recycling, LLC CONTRACT No. 11112002

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: All Green Electronics Recycling, LLC **CONTRACT No.** I1112002

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: All Green Electronics Recycling, LLC CONTRACT No. I1112002

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:

All Green Electronics Recycling, LLC
15561 Del Amo Ave.
Tustin, CA 92780

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: All Green Electronics Recycling, LLC CONTRACT No. I1112002

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	Fee Schedule
b. Exhibit	B	None
c. Exhibit	C	None

THIS AGREEMENT IS ENTERED INTO THIS 26th DAY OF May, 2011.

Capistrano Unified School District
Name of District

All Green Electronics Recycling, LLC
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

May 25, 2011

Board Approval Date

Initials/Date BH 5/5/11

Taxpayer Identification Number

Exhibit A

- ii. Cardboard is baled and sold to a cardboard recycler
 - iii. Styrofoam is bundled and sold to a recycler with that specialty
 - iv. Plastic wrap is baled and sold to a recycler with that specialty
 - v. Paper is baled and transported to a recycling facility
 - vi. Pallets (broken) are given back to our pallet company for repair and reuse
- b. Data security measures have been developed to ensure the collection of e-waste material from the premises of CUSD will be secure at all times and tracked through:
- i. Dual Labeling/ Tracking system
 - ii. Sensitive material such as PC towers and hard drives are transported in a locked "cage"
 - iii. Locked "cage" has combination that an CUSD employee will only know
 - iv. Upon arrival at our warehouse, the combination is telephoned to our employee
 - v. The sensitive material is taken out of cage and wiped and/or destroyed
- c. All Green will provide certification, if requested, showing that the e-waste collected from CUSD was recycled, transported, disposed, or de-manufactured.

PRICE PROPOSAL

All Green Electronics Recycling will be providing CUSD services for free throughout the entire contract period and will not change them for the entire contract period. The only exception to this will be All Green charging CUSD a fee for data destruction (i.e. hard drive data wiping, shredding or drilling).

DATA DESTRUCTION FEE STRUCTURE

As mentioned above All Green will charge CUSD its data destruction services at a significantly discounted rate. The following is a list of the various levels of data destruction and pricing associated with each.

- | | |
|---|------------------------|
| 1. Guaranteed HD destruction --- no certification | \$4 per drive |
| 2. Certified Data destruction | \$6 per drive |
| 3. DOD Certified wipe (seven wipes) | \$18 per drive |
| 4. Certified Physical HD Destruction | \$25 per drive |
| 5. Secure Cage Removal | \$150: any # that fits |

The CUSD representative will need to inform the All Green Account Manager of the number of hard drives that will require data destruction and the type. All Green will provide the necessary materials to track the hard drive from the CUSD department through the All Green destruction service in order to send copies of the certification with the corresponding serial number.

REIMBURSEMENT PROPOSAL

1. All Green will pay CUSD \$.10 cents per pound for the following items as shown: CRT monitors, CRT televisions, desktop computers, computer towers, computer servers, laptop computers, cellular phones, circuit boards, LCD flat panel monitors
2. All Green will pick up all other universal waste at no cost to CUSD.
3. All Green is able to maintain its pricing structure regardless of market conditions including fluctuations in metal prices and state/federal regulations. Most importantly, regardless of a change in the SB-20 Program or funding issues with the state of California, All Green will continue to honor said rates of \$.10 cents per pound to be paid to CUSD.
4. All Green will not charge CUSD for these services. In other words, the amount is not to exceed \$0.00 for all of our services--- except data destruction.
5. All Green will provide timely regular payment to CUSD. (NET 30 terms or terms that are acceptable to CUSD)

<u>Items To Be Recycled By All Green</u>	<u>Payment to CUSD</u>
Televisions & Monitors (CRTs, LCD, Projection , Etc.)	\$.10 per pound
Computers (Desktop, Tower, Laptop, Server, Etc.)	\$.10 per pound
Cellular Phones	\$.10 per pound
All other electronics	No fee and no payment

LOGISTICS - PICK UP REQUEST PROCEDURE

All Green will make the request for pick up process as simple as possible for CUSD employees. The individual school or dedicated CUSD representative may call or email the All Green Account Manager to request a pick up. If the Account manager is not available, then the All Green customer service staff can assist in scheduling a pick up. All Green requests that any pick up request be made a minimum of 48 hours prior.

To ensure the pick up goes smoothly, All Green requests the following information:

- Name of school, address and contact person at the school
- 2 phone numbers (mobile and office)
- Location in the school where the pick up will take place
- A count of the items to be picked up and type of device
- Earliest time that the truck could arrive and the latest
- Number of hard drives to be destroyed
- Any special circumstances that our workers need to know

All Green's Unique Carbon Footprint Calculation (see attached)

- All Green tracks all items recycled through our company and uses a unique calculation system based on the EPA's own formula.
- As an "All Green Responsible Partner," CUSD will receive a QUARTERLY updated certificate showing the amount of electronics recycled responsibly in addition to its "real world" impact. This certificate can be proudly displayed in the CUSD schools and departments as well as on its website.
- This same certificate is offered free of charge to all businesses and residents who recycle their electronics through our company.
- The following attachment details this concept and provides an example of this certificate.

ANSWERS TO SPECIFIC CAPISTRANO UNIFIED SCHOOL DISTRICT QUESTIONS SENT VIA EMAIL

1. There will be no charge to CUSD for pick ups at any of the 56 school sites, district offices, or other storage areas you may have.

2. All Green Electronics Recycling would like to pick up TEN or more electronic devices (any size) from a particular location to qualify for a pick up.

During the summer break, All Green has the capacity to pick up from each location over whatever number of days is required.

3. Yes, the All Green staff is bonded and cleared to visit school sites. All Green can provide a Certificate of Insurance, if necessary, as well.

4. Yes, All Green offers guaranteed data destruction of hard drives with a Certificate of Destruction based on the fee structure above. This fee can be subtracted from the total payment to CUSD of the CRTs and CPUs resulting in a NET amount to CUSD.

5. Yes, All Green will pay for certain material at the rate described above.

6. All Green will not charge CUSD for pick ups.

7. All Green has the ability to document the serial number for each hard drive that is wiped. This would pertain to data destruction level 2 and above.

8. Please see the detailed description above of the types of recycling All Green provides. Yes, all three processes, smelting, shredding, resale are employed.

9. Yes, All Green can provide community e-waste, fundraising collection events through All Green's events department.

These events can vary in size. For Example:

- All Green can facilitate a "Bring your electronics to school event" for all the parents and students
- OR
- All Green's marketing "machine" can produce a large scale event that is promoted throughout the community with promotional material and serviced with logistics via our event staff.



DATA DESTRUCTION FEE SCHEDULE

LEVEL ONE

- Guaranteed wipe of each hard drive destroying all data
- CPUs, Laptops, or loose hard drives are marked for destruction at time of pick up
- Upon arrival at our warehouse in Tustin, the material is immediately sent to our secure clean room to begin the wiping process
- Fee: \$4 per hard drive

LEVEL TWO

- Guaranteed wipe of each hard drive destroying all data
- Pick Up process is the same as Level One
- Certificate of destruction is emailed and or mailed to a previously designated school district contact
- Fee: \$6 per hard drive

SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Agreement is made by and between Illuminate Education, Inc., a California Corporation ("Vendor") and Capistrano Unified School District ("District").

RECITALS

WHEREAS, District is desirous of obtaining a Software System for data and assessment management

WHEREAS, the vision of District is to implement a web-based Data and Assessment Management system and

WHEREAS, Vendor is specially skilled, trained, experienced and competent to render the services and advice described above, and District requires these services and advice.

NOW, THEREFORE, Vendor and District mutually agree as follows:

1. Term of Agreement. The initial term of this Agreement shall be from _____ through June 30, 2012 with four (4) annual renewal periods upon mutual agreement, not to exceed a total contract term of June 30, 2016.
2. License of Illuminate Data and Assessment Management System. Vendor hereby licenses its Illuminate district reporting software ("Software") to District. District and District employees may use the Software for each of the locations listed on Exhibit "A" attached to this Agreement. As new schools sites are added throughout the District, District and district employees will be provided access to the Software for those sites. The District may not use the Software outside the District and may not sublicense or assign its rights under this license to any other party.
3. Non-Exclusivity. The license granted to District hereunder is non-exclusive.
4. Independent Contractor. Vendor represents and warrants that it is experienced in its profession. In performing its obligations and services under this Agreement, Vendor is an independent contractor and is not acting as an agent or employee of District. Nothing contained in this Agreement shall be deemed, construed or represented by the District, Vendor or any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the District or Vendor.
5. Task List. A preliminary list of tasks and associated completion dates are set forth on Exhibit "B" attached to this Agreement.
6. Hosting. District's data will be hosted on Vendor's server (included in the annual fee).
7. Importing of Data. Vendor shall import District's data into the Software within 45 business days after the receipt of useable data.

8. Training. Vendor shall provide the following training services to District:

Training Services

Services	Date
Training to District in the basic use of the Software to be presented as both parties mutually agree	TBD

- (a) Additional Training and Services. Upon written request and authorization by District, Vendor shall conduct additional training and provide additional services to District at \$120 per hour for custom development or \$1,500 per day for training after initial training, if any, is exhausted.
- (b) Ownership of Data. District shall retain ownership of all data in the Software.
9. Responsibilities of District. District shall prepare and furnish to Vendor upon request such information reasonably requested by Vendor in order for Vendor to perform its work under this Agreement.
10. License Fees Vendor will host Illuminate district reporting system and District will pay annual license fees for products and options listed below:

Products/ Services --Timeline/Dates

Product/Service	Time	Cost
Illuminate DnA with GradeCam, 2011-2012	Annual Fee \$4 per student 47,250 students	\$189,000
Illuminate DnA with GradeCam, 2012-2013	Annual Fee \$4 per student 50,000 students	\$200,000
Illuminate DnA with GradeCam, 2013-2014	Annual Fee \$4 per student 51,000 students (Estimate, yearly based on CBEDS)	\$204,000
Illuminate DnA with GradeCam, 2014-2015	Annual Fee \$4 per student 51,000 students (Estimate, yearly	\$204,000

	based on CBEDS)	
Illuminate DnA with GradeCam, 2015-2016	Annual Fee \$4 per student 51,000 students (Estimate, yearly based on CBEDS)	\$204,000

License fees shall be due and payable within 45 days of receipt of an invoice from Vendor. In the event the District fails to pay the license fees or any other amounts due hereunder when due, upon notice from Vendor, District agrees to immediately cease using the Software and Vendor will have no further obligation to provide any maintenance or support to District.

11. Software Maintenance and Support.

- (a) Vendor shall provide maintenance and support of the Software. Such maintenance and support provides coverage in the form of corrections to remove deficiencies in the Software, as reported to Vendor; ongoing telephone and e-mail support for questions regarding operations of the Software; incorporate/change the Software as necessary for operation including all upgrades and new features; support to District in resolving problems/errors resulting from misuse or hardware/software failure.
- (b) Vendor shall provide at a minimum, quarterly telephone conferences with District to address future growth or modifications to the Software at no cost to the District.

12. Mutual Indemnification. The District agrees to hold harmless, defend, and indemnify Vendor against all actions, claims, or demands for injury, death, loss, or damages, regardless of fault or cause, by anyone whomsoever, including but not limited to: (1) where such injury, death, loss, or damage is due to the acts or omissions of the District, its agents, servants, or employees; and (2) where such injury, death, loss, damage, or claim is a consequence of, or arises in connection with the services provided hereunder except to the extent that such injury, death, loss, damage or claim is the result of the acts or omissions of Vendor or its agents, servants, employees.

Vendor agrees to hold harmless, defend, and indemnify the District against all actions, copyrights, patents infringements, claims, or demands for injury, death, loss, or damages, regardless of fault or cause, by anyone whomsoever, including but not limited to: (i) where such injury, death, loss, or damage is due to the acts or omissions of Vendor, its agents, servants, or employees; and (ii) where such injury, death, loss, damage, or claim is a consequence of, or arises in connection with the services provided hereunder except to the extent that such injury, death, loss, damage or claim is the result of the acts or omissions of the District or its agents, servants, or employees.

13. Continued Performance During Dispute. In the event that a dispute arises between District and Vendor, Vendor expressly agrees to continue to perform its obligations under

this Agreement during the pendency of the dispute. Each party agrees to the other that it shall diligently attempt to resolve any disputes which may arise.

14. Default. The failure of either party to comply with any term or condition or fulfillment of any obligation of this Agreement within 15 days after written notice, which specifies the nature of the default with reasonable particularity, shall constitute a default. If the default is of such a nature that it cannot be completely remedied within the 15-day period, the “defaulting party” shall be deemed to have cured the default if it begins correction of the default or failure within the 15-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
15. Force Majeure. If either party is affected by force majeure it shall immediately notify the other party of the nature and extent thereof. Force majeure means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, fire, floods, acts of God, terrorism, national emergency, governmental acts or omissions, beyond the control of either party). Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any force majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly. If the force majeure in question prevails for a continuous period in excess of 30 calendar days, the parties shall enter into good faith discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements. (Including termination of this Agreement.)
16. Termination. Both the District and Vendor retain the right to terminate this Agreement for any reason prior to expiration of the term of the Agreement. The District or Vendor may terminate this Agreement by delivering written notice of election to terminate at least 60 days prior to the termination date. In addition, both District and Vendor may terminate this Agreement immediately upon any material default by delivering written notice of election to terminate prior to the termination date. The parties hereby agree that in the event of the termination of this Agreement, any and all funds due to Vendor by District shall be paid by District within 90 days of the date of termination.
17. Proprietary Rights. District acknowledges that the Software licensed hereunder, and any designs, inventions or ideas provided to Vendor as a result of District’s use of the Software, contain valuable trade secrets, proprietary and confidential information which are the unrestricted proprietary rights of Vendor (“Confidential Information”). District agrees that it will not use this Confidential Information in any way not allowed by this Agreement, that it will not disclose this Confidential Information to anyone other than its own employees who require access, that it will maintain and protect the confidentiality of this Confidential Information, and that it will take all necessary and proper precautions to prevent any unauthorized use or disclosure of this Confidential Information. District further agrees that it will not decompile, disassemble or in any manner attempt to reverse engineer the Software, or permit others to do so. Notwithstanding the foregoing, District shall not be liable for use or disclosure of any such Confidential Information if it:

- (a) is or becomes a part of the public knowledge or literature without breach of this Agreement by District; or
 - (b) is known to District without restriction as to further disclosure when received; or
 - (c) is independently developed by District as demonstrated by written records; or
 - (d) becomes known to District from a third party (other than Illuminate Education) who had a lawful right to disclose it and without breach of its Agreement; or
 - (e) is disclosed to a third party pursuant to the authority of District hereunder; or
 - (f) is required to be disclosed pursuant to any applicable legal requirement or legal process issued by any court or any competent governmental authority or rules or regulations of any relevant regulatory body, including, but not limited to, disclosure under the California Public Records Act.
18. Confidentiality and Security of Student Data. Vendor shall protect the confidentiality of student data. Vendor will take all measures necessary using industry standards to protect data from any and all unauthorized access. Vendor represents and warrants that it is familiar the provisions of the Federal Education Privacy Rights Act (FERPA) and California Education Code sections 49073 through 49078, inclusive, and that Vendor will take all measures necessary using industry standards to protect data from any and all unauthorized access to student data and/or unauthorized release of student data. In the event that any unauthorized access or release of student data occurs, Vendor shall take whatever steps are necessary to immediately secure the student data, and advise the District immediately of such unauthorized access. Upon termination of the Agreement, Vendor shall return all student data to the District within 30 days and shall destroy any and all backup copies of said data.
19. Confidentiality. All communications and information obtained from District relating to this Agreement are confidential. The Agreement itself, however, is not confidential. Except as provided in this Agreement, without the prior written consent of an authorized representative of District, Vendor shall neither divulge to, nor discuss with, any third party the data provided by District except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, Vendor shall inform District, in writing, of the nature and reasons for such disclosure. Vendor shall not use any communications or information obtained from District for any purpose other than the performance of this Agreement, without District's written prior consent. Upon termination of the Agreement, Vendor shall return all confidential information received from the District, and District shall return all confidential information received from Vendor, within 30 days and shall destroy any and all backup copies of said confidential information.
20. Waiver. Any waiver of any of the provisions of this Agreement shall not be construed as a waiver of any other provision of this Agreement. Any waiver by either District or Vendor must be in writing signed by the waiving party. Delay or failure to exercise a

remedy or right shall not be construed as a waiver of any of the provisions of this Agreement. Any waiver of any provision of this Agreement shall not preclude a party from using any other right or remedy available under this Agreement as cure of any default or for any later default.

21. Time is of the Essence. Time is of the essence of all terms, covenants and conditions of this Agreement and except as otherwise provided herein, all of the terms, covenants and conditions of this Agreement shall apply to, benefit and bind the successors or assigns of the respective parties, jointly and individually.
22. Assignment. Neither party shall sell or assign its rights under this Agreement without the prior written consent of the other party. Consent in one instance shall not prevent this provision from applying to a subsequent instance.
23. Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto shall be in writing and shall be (i) delivered by hand, or (ii) sent by registered mail or certified mail, postage prepaid, return receipt requested, through the United States Postal Service, or (iii) by United Parcel Service or Federal Express overnight delivery, to the addresses shown below or such other address which the parties may provide to one another in accordance herewith.

To District: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano CA 92675

To Vendor: Lane Rankin, CEO
Illuminate Education, Inc.
60 Bunsen
Irvine, CA 92618

Either party shall have the right to change the place of giving notices to it by notice given as indicated above.

24. Severability. If any provision in 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 without being impaired or invalidated in any way.
25. Good Faith Negotiations and Independent Representation. The parties hereto acknowledge and agree that they have negotiated the terms of this Agreement in good faith and had the opportunity to be represented by independent counsel throughout all negotiations, which preceded the execution of this Agreement.
26. Interpretation: Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

27. Entire Agreement, Waivers and Amendments. This Agreement is fully integrated and incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations, oral or written, prior and contemporaneous agreements and understandings in connection with this Agreement. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by both parties.
28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and Illuminate Education, Inc., have entered into this Agreement as of the Effective Date.

Dated: **ILLUMINATE EDUCATION, INC.**

By: _____
Lane Rankin, CEO

Dated: **CAPISTRANO UNIFIED SCHOOL DISTRICT**

By: _____
Print: _____
Its: _____

EXHIBIT “A”

LOCATIONS LICENSE APPLIES

Capistrano Unified School District

Elementary Schools

Ambuehl Elementary School
Arroyo Vista School (K8)
Don Juan Avila Elementary School
Barcelona Hills Elementary School
Bathgate Elementary School
Truman Benedict Elementary School
Marian Bergeson Elementary School
Canyon Vista Elementary School
Castille Elementary School
Chaparral Elementary School
Capistrano Home School (formerly CHOOSE)
Concordia Elementary School
Crown Valley Elementary School
R H Dana Elementary School
RH Dana Exceptional Needs Facility
Del Obispo Elementary School
Carl Hankey Elementary/K-8 School
Hidden Hills Elementary School
Kinoshita Elementary School
Ladera Ranch Elementary School
Laguna Niguel Elementary School
Las Flores Elementary School
Las Palmas Elementary School
Clarence Lobo Elementary School
John S. Malcom Elementary School
Marblehead Elementary School
Moulton Elementary School
Oak Grove Elementary School
Oso Grande Elementary School
Palisades Elementary School
Philip Reilly Elementary School
San Juan Elementary School
Tijeras Creek Elementary School
Viejo Elementary School
Vista Del Mar Elementary School
Wagon Wheel Elementary School
George White Elementary School
Wood Canyon Elementary School

Middle Schools

Aliso Viejo Middle School
Arroyo Vista School (K8)
Bernice Ayer Middle School
Carl Hankey K-8 School
Don Juan Avila Middle School
Ladera Ranch Middle School
Las Flores Middle School
Marco Forster Middle School
Newhart Middle School
Niguel Hills Middle School
Shorecliffs Middle School
Vista del Mar Middle School

High Schools

Aliso Niguel High School
Capistrano Valley High School
Dana Hills High School
San Clemente High School
San Juan Hills High School
Serra High School
Tesoro High School

EXHIBIT “B”

TASK LIST

Date	Task
May 2011	Initial Implementation Meeting (Data conversion, Customizations)
May/June 2011	Data Conversion and Imports
June/July 2011	District begins using Illuminate DnA system

CALIFORNIA STATE UNIVERSITY, FULLERTON

<u>Master Teacher</u>	<u>Student Teacher</u>	<u>Location</u>	<u>Amount</u>
Benefield, Maria Elena	Rodich, Antone	LFMS	\$ 74.13
Bento, Katheryn (Kelly)	Riddle, Cassandra	Canyon Vista	\$222.62
Carillo, Andrea	Prietto, Christina	Speech Path	\$ 89.05
Godfrey, Muriel (Nicole)	Smith, Whitney	Speech Path	\$ 89.05
Hancock, Keith	Rodich, Antone	THS	\$148.49
Joerger, Lucille	Williams, Catherine	THS	\$148.49
Joyce, Catherine	Williams, Catherine	THS	\$ 74.13
Kilker, Cheryl	Lyons, Erica	Canyon Vista	\$111.31
Lausterer, Lori	Hulse, Emma	Canyon Vista	\$111.31
Montgomery, Lori	Farquhar, Stephanie	Canyon Vista	\$111.31
Moothart, Susan	MacLeod, Darrin	Hankey	\$ 66.79
Moreno, Carol	Hadley, Jamie	Canyon Vista	\$222.62
Paulicivic, Geraldine	Bunyan, Eric	Hankey	\$ 66.79
Robbins, Valerie	Gosnell, Megan	Canyon Vista	\$111.31
Taylor, Pamela	Major, Aimee	Canyon Vista	\$222.62
Tokatlian, Jodie	Rosen, Melissa	Speech Path	\$ 89.05
Walker, Lorraine (Lori)	Hathorn, Lauren	Canyon Vista	\$111.31

