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

REVISED 8-23-11

BOARD OF TRUSTEES
Regular Meeting

August 24, 2011

Closed Session 5:30 p.m.
Open Session 7:00 p.m.

AGENDA

CLOSED SESSION AT 5:30 P.M.

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

A. PARENT APPEAL — **EXHIBIT 3 A**

B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE — **EXHIBIT 3 B**
(Pursuant to Government Code §54957)

~~**C. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**~~ — ~~**EXHIBITS 3 C**~~
~~1) Assistant Principal, High School~~
~~*(Pursuant to Government Code §54957)*~~
This item has been pulled.

D. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION — **EXHIBIT 3 D1-D2**
Number of Cases: Two Cases
(Pursuant to Education Code §54956.9{a})

Superior Court of the State of California
County of Orange – Central Justice Center
Case No. 30-2011 00461701
James M. Reardon v. Capistrano Unified School District

Superior Court of the State of California
County of Orange – Central Justice Center
Case No. 30-2009 00300788
Whispering Hills LLC v. Capistrano Unified School District

E. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION — **EXHIBIT 3 E**
Significant Exposure to Litigation – One Case
(Pursuant to Government Code §54956.9{b}{1})

F. CONFERENCE WITH LABOR NEGOTIATORS — **EXHIBIT 3 F**
Dr. Joseph M. Farley/Jodee Brentlinger/Ron Lebs/Julie Hatchel/Sara Jocham
Employee Organizations:
1) Capistrano Unified Education Association (CUEA)
2) Capistrano School Employees Association (CSEA)
3) Teamsters
4) Unrepresented Employees (CUMA)
(Pursuant to Government Code §54957.6)

G. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Superintendent
(Pursuant to Government Code §54957)

RECORDING OF SCHOOL BOARD MEETINGS
In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings will be audio recorded.

OPEN SESSION AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA – ROLL CALL

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

Capistrano Academic Resources to Education (CARE) Foundation

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

DISCUSSION/ACTION ITEMS

1. 2011-2012 FISCAL YEAR BUDGETS FOR COMMUNITY FACILITIES DISTRICTS:

DISCUSSION/ ACTION
Vote _____
Page 1
EXHIBIT 1

The purpose of this agenda item is to request Board approval of the 2011-2012 fiscal year budgets for Community Facilities Districts (CFD) Nos. 87-1, 88-1, 90-1, 90-2, 90-2 IA, 92-1, 94-1, 98-1A, 98-2, and 2004-1. A summary budget for each CFD is attached as an exhibit. Changes to these budgets may be made at any time. There is no general fund impact.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation:

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

Following Board discussion, it is recommended the Board of Trustees approve the 2011-2012 fiscal year budgets for CFD Nos. 87-1, 88-1, 90-1, 90-2, 90-2 IA, 92-1, 94-1, 98-1A, 98-2, and 2004-1.

Motion by _____ Seconded by _____

2. UPDATE ON WEST VIEW ACADEMY AND CONSIDERATION OF CHANGING THE NAME OF THE SCHOOL:

DISCUSSION/ ACTION
Page 29
EXHIBIT 2

The Board of Trustees requested at the last meeting that a discussion/action item be placed on this agenda to provide an opportunity to consider changing the name of West View Academy. The Board may unilaterally change the school's name, or may refer reconsideration of the school's name back to the subcommittee that recommended the present name. This agenda item will include a report by West View Academy Principal Rob Nye on the status of the school and short- and long-term plans for the school and its programs.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Joseph M. Farley, Superintendent

Staff Recommendation:

It is recommended that the Board hear the report on the school by Principal Rob Nye, and to determine if it wishes to change the name of the school.

Motion by _____ Seconded by _____

3. **UPDATE OF COMPRESSED NATURAL GAS DISPENSER PROJECT AT THE ALISO VIEJO TRANSPORTATION CENTER:** INFORMATION/ DISCUSSION Page 35 **EXHIBIT 3**

This agenda item provides an update on the Compressed Natural Gas (CNG) dispenser project at the Aliso Viejo Transportation Center. The fueling dispenser is planned to serve the existing low-emitting CNG buses currently operated by the District in an effort to promote and enhance its clean, alternative-fueled bus fleet. The CNG facility is comprised of a small fueling dispenser with 20 separate fuel hoses connected to a low-pressure gas line. The CNG buses are currently fueled at an off-site location.

In 2006-2007, the District began planning the CNG dispenser through coordinated efforts with the Southern California Gas Company. Also, CNG buses were purchased in anticipation of the on-site dispenser. As a condition of approval, the City of Aliso Viejo requires a conditional use permit along with an environmental assessment. A mitigated negative declaration adopted by Trustees on January 12, 2010. Subsequently, The City of Aliso Viejo in conjunction with a neighboring property owner, expressed concerns regarding the proximity of the proposed dispenser to the property line, and the District further coordinated with the gas company to explore the relocation of the dispenser further into the interior of the site. The District is now revising the studies and plan for the CNG dispenser at the new location and will be continuing the approval process through the City of Aliso Viejo.

CUSD Strategic Plan Pillar 5: Effective Operations

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 present this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

4. **AWARD OF RFQ NO. 9-1011 – DEMOGRAPHIC CONSULTANT SERVICES, DAVIS DEMOGRAPHICS & PLANNING, INC., DECISIONINSITE, LLC, AND DOLINKA GROUP, LLC:** DISCUSSION/ ACTION Page 39 **EXHIBIT 4**

With the passage of Measure H on November 2, 2010, the District moved from at large election of Trustees, to election of Trustees by geographic areas. Passage of Measure H changed the current method of election to a "by trustee area" method of election requiring each member of the Board of Trustees to reside within, and be elected by, the voters living within that particular trustee area or district. These changes become affective with the election scheduled for Tuesday, November 6, 2012. In addition, the 2010 Census generated updated demographic data. As populations shift, trustee areas need to be evaluated and rebalanced (if necessary) every 10 years to reflect the revised census data. This analysis needs to be completed and revised trustee areas established prior to March 1, 2012.

The census data/trustee area analysis coupled with the requirement to establish geographic trustee election districts, created the need for specialized professional demographic services. In response, the District issued RFQ No. 9 -1011 - Demographic Consultant Services to secure proposals from qualified demographers to perform not only the work necessitated by the 2010 census, but also to perform a variety demographic and enrollment services on an ongoing as-needed basis.

Davis Demographics will provide services for demographic analysis, Districtwide and school-specific enrollment projections, attendance boundary analysis and adjustment, student yield analysis vs. housing turnover studies, and residential development activity reports and mapping, on an as-needed basis, at the hourly rates as described in their rate sheet.

Staff also recommends awarding a contract to DecisionInsite and Dolinka Group, to assist the Board in reapportioning Trustee areas, at the hourly rates as described in their rate sheets. DecisionInsite and Dolinka Group submitted their proposal as a team in order to meet the needs of the District. The proposal (Exhibit 4) for Trustee Area Redistricting Analysis and Adjustment Services outlines all services and associated costs. The estimated cost for services is $12,000 to $16,000 depending upon the scope of work requested, to be paid by the general fund. The initial base contract is August 25, 2011, through August 24, 2012. The contracts may be extended by mutual agreement, and upon Board approval, for a renewal term not to exceed four additional one-year periods.

CUSD Strategic Plan Pillar 5: Effective Operations

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 present this item.

Following discussion, it is recommended the Board of Trustees approve the award of RFQ for demographic consultant services to Davis Demographics & Planning, Incorporated, DecisionInsite, LLC and Dolinka Group, LLC.

Motion by _____ Seconded by _____

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

5. SCHOOL BOARD MINUTES: Page 63

Approval of the minutes of the July 27, 2011, regular Board meeting and the August 8, 2011, regular Board meeting. **EXHIBIT 5**

Contact: Jane Boos, Manager, Board Office Operations

6. MEMORANDUM OF UNDERSTANDING WITH THE CITY OF DANA POINT: Page 77

Approval of the memorandum of understanding between the City of Dana Point and the District for the School Intervention Program and intervention consultant at Dana Hills High School (DHHS). The City of Dana Point has funded an intervention consultant at Dana Hills High School to support at-risk students. The consultant, who is supervised by the site principal in collaboration with city officials, is an independent consultant to the city itself. The consultant works with administrators, counselors, and the school resource officers as a facilitator for student referral to appropriate prevention programs, services and resources for substance abuse, and other high risk behaviors. There is no financial impact as the position is funded completely by the City of Dana Point. **EXHIBIT 6**

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

Contact: Joseph M. Farley, Superintendent

CURRICULUM & INSTRUCTION

7. APPLICATION FOR 2011-2012 FUNDING – CARL PERKINS CAREER AND TECHNICAL EDUCATION IMPROVEMENT ACT:

Approval of the 2011-2012 application for funding through Carl Perkins Career and Technical Education Improvement Act (CTE) of 2006. The District has received funds through this act for several years. This federal funding is provided CTE to students that aligns with the state's CTE Model Curriculum Standards and Framework and includes business and industry involvement. CTE courses are taken by a wide range of the District's students who complete courses aligned with career areas leading to post-secondary options which may include technical schools, community colleges, and/or 4 year colleges. Funds may be used to purchase equipment and materials required to reflect industry standards for particular career pathways, and professional development necessary to ensure instructor proficiency.

The District has been informed that it will receive an allocation of $185,263 for the 2011-2012 school year. Funds will be used to support the goals of the Carl Perkins Local Plan (2008-2012) and in accordance with the guidelines set forth in Carl Perkins regulations.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment
Contact: Julie Hatchel, Assistant Superintendent, Education Services

8. RESOLUTION NO. 1112-11, ACCEPTANCE OF 2011-2012 CALIFORNIA STATE FUNDED PRESCHOOL CONTRACT: Page 83 **EXHIBIT 8**

Approval of Resolution No. 1112-11, acceptance of 2011-2012 California State Funded Preschool Contract. Each year the Capistrano Unified School District applies for and receives a contract through the California Department of Education Child Development Division for the continued funding of preschool services. State preschools are a comprehensive developmental program for three to five-year-old children from low-income families. The program emphasizes parent education and involvement. In addition to preschool education activities, other components include health, nutrition, social services, and staff development. The state funded preschool contract provides a maximum reimbursable amount of $2,401,877 for a minimum of 180 days of operation during the 2011-2012 school year. There is no adverse impact on the general fund.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment
Contact: Julie Hatchel, Assistant Superintendent, Education Services

BUSINESS & SUPPORT SERVICES

9. INDEPENDENT CONTRACTOR AGREEMENT – STAFF DEVELOPMENT TRAINING, FRANCES KRAMER: Page 87 **EXHIBIT 9**

Approval of an independent contractor agreement with Frances Kramer to provide a six-hour training session for District kindergarten and first grade teachers on strategies to enhance language acquisition, academic language, comprehension, and writing. Frances Kramer will provide services at the rates indicated on the rate sheet for the 2011-2012 school year, on an as-needed basis, paid out of Title I funds. Scheduled services under this contract are estimated to be $1,200.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

10. INDEPENDENT CONTRACTOR AGREEMENT – ACTUARIAL AND BENEFITS ADVISORY SERVICES, GRANT THORNTON: Page 95 **EXHIBIT 10**

Approval of an independent contractor agreement with Grant Thornton to provide actuarial and benefits advisory services related to post-employment benefits other than pensions, specifically issues related to compliance with GASB 45 accounting and financial reporting. Grant Thornton will provide services at the rates indicated on the rate sheet for the 2011-2012 school year, paid out of Fund 68 Worker's Compensation. Scheduled services under this contract are estimated to be $5,000.

CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

11. INDEPENDENT CONTRACTOR AGREEMENT – STAFF DEVELOPMENT TRAINING, HELEN B. TROSS: Page 107 **EXHIBIT 11**

Approval of an independent contractor agreement with Helen B. Tross to provide a six-hour training session for District's second through fifth grade teachers on strategies to enhance language acquisition, academic language, comprehension and writing, using visual tools. Helen Tross will provide services at the rates indicated on the rate sheet for the 2011-2012 school year, on an as-needed basis, paid out of Title I funds. Scheduled services under this contract are estimated to be $1,200.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

12. INDEPENDENT CONTRACTOR AGREEMENT – LITERACY TRAINING FOR SPECIAL EDUCATION TEACHERS PROFESSIONAL DEVELOPMENT PROGRAM, EDUCATIONAL CONSULTING SERVICES, INCORPORATED: Page 115 **EXHIBIT 12**

Approval of an independent contractor agreement with Educational Consulting Services, Incorporated, to provide literacy training for Special Education Teachers Professional Development (SETPD) grant program. Educational Consulting Services, Incorporated, will provide services at the rates indicated on the rate sheet for the 2011-2012 school year, on an as-needed basis, paid out of SETPD grant funds. Scheduled services under this contract are estimated to be $14,000.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

13. INDEPENDENT CONTRACTOR AGREEMENT – EVALUATION SERVICES FOR AFTER SCHOOL EDUCATION AND SAFETY PROGRAM, DR. PATRICIA BEYER: Page 123 **EXHIBIT 13**

Approval of an independent contractor agreement with Dr. Patricia Beyer to provide evaluation services for the District's After School Education and Safety (ASES) programs at Kinoshita, Las Palmas, San Juan, Viejo, and R.H. Dana elementary schools. Dr. Beyer will provide services at the rates indicated on the rate sheet for the 2011-2012 school year, on an as-needed basis, paid out of ASES grant funds. Scheduled services under this contract are estimated to be $2,000.

CUSD Strategic Plan Pillar 2: Safe & Healthy Schools

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

14. MASTER CONTRACT – LARRY M. SIMMONS HIGH SCHOOL-BODEGA, A NON-PUBLIC SCHOOL: Page 131 **EXHIBIT 14**

Approval of amendment of the master contract with Larry M. Simmons High School-Bodega to provide special education services to students in residential treatment by increasing the monthly room and board rate from $7,917 to $8,069 as established by the Department of Social Services. All other terms and conditions to remain the same.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

15. MASTER CONTRACT – LARRY M. SIMMONS HIGH SCHOOL-KIVA, A NON-PUBLIC SCHOOL: Page 165 **EXHIBIT 15**

Approval of amendment of the master contract with Larry M. Simmons High School-Kiva to provide special education services to students in residential treatment by increasing the monthly room and board rate from $7,917 to $8,069 as established by the Department of Social Services. All other terms and conditions to remain the same.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

16. MASTER CONTRACT – OAK GROVE-JACK WEAVER SCHOOL, A NON-PUBLIC SCHOOL: Page 199 **EXHIBIT 16**

Approval of a master contract for special education services to be provided by Oak Grove-Jack Weaver School, a non-public school in relation to a residential treatment center. These non-public services are necessary as a result of an expedited placement of a special education student from an out-of-state residential treatment center to a less restrictive California residential treatment center. The cost for tuition per individual student is $129.77 a day, and the cost for room and board per individual student is $7,917 a month 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.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

17. MASTER CONTRACT – PLIHA SPEECH AND LEARNING CENTER, A NON-PUBLIC AGENCY: Page 233 **EXHIBIT 17**

Approval of a master contract with Pliha Speech and Learning Center, a non-public agency, to provide special education services. As indicated on the rate sheet, the cost for language, speech development, and remediation per individual student is $85 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 order submitted for Board approval.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

~~18. JOINT FACILITY USE AGREEMENT BETWEEN THE DISTRICT AND CITY OF SAN JUAN CAPISTRANO AT MARCO FORSTER MIDDLE SCHOOL:~~ ~~Page 267~~ **~~EXHIBIT 18~~**

Item Pulled before Distribution (8/17/11)

~~Approval of the Joint Facility Use Agreement between the District and the City of San Juan Capistrano. In 1999, the District and the City of San Juan Capistrano executed a Joint Facility Use Agreement for the construction and maintenance of an outdoor roller hockey facility on the campus of Marco Forster Middle School. At that time, the city requested the agreement to fulfill a need for this type of community recreation, and the unused tennis court area of the school provided that opportunity. Conditions of the agreement included: the city constructing and maintaining the facility, and obtaining the scheduling rights of use outside of regular school hours for a 10 year term. The city invested approximately $200,000 in improvements. In return, the school's students were allowed priority use of the improved facility during school hours.~~

~~The original agreement has expired and the city is requesting the extension of the agreement for another 10 year term with no changes to the original agreement, with the exception of the stipulated use of the facility. Since roller hockey is no longer as popular in the community as it once was, the City desires to change the designated use as roller hockey/multi purpose.~~

~~CUSD Strategic Plan Pillar 5: Effective Operations~~

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

19. LIMITED USE LICENSE AGREEMENT BETWEEN THE DISTRICT AND SAMLARC FOR USE OF TIJERAS CREEK PARK: Page 277 **EXHIBIT 19**

Approval of the renewal of the Limited Use License Agreement between the District and Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Tijeras Creek Park. Tijeras Creek Elementary School is located adjacent to Tijeras Creek Park in the City of Rancho Santa Margarita. The park is owned and maintained by SAMLARC, a non-profit homeowners association. Since the school opened in 2000, students from Tijeras Creek Elementary School have been using the adjacent park field for various activities, operating under a Limited Use License Agreement. The additional field space benefits the students with greater recreational and physical education opportunities.

The Limited Use License Agreement was developed to provide general provisions defining each agency's responsibilities. Terms of the agreement include a defined amount of student use of the park for the upcoming school year for a fee of $8,900. SAMLARC will be responsible for all ongoing maintenance of the park fields. The original Limited Use License Agreement was reviewed and approved by District and SAMLARC legal counsels.

CUSD Strategic Plan Pillar 5: Effective Operations

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

20. PARTICIPATION AGREEMENT – INSIDE THE OUTDOORS SCHOOL PROGRAM, ORANGE COUNTY DEPARTMENT OF EDUCATION: Page 295 **EXHIBIT 20**

Approval of the agreement with the Orange County Department of Education (OCDE) for participation in the Inside the Outdoors School Program for the 2011-2012 school year. District elementary schools routinely participate in OCDE outdoor science school and field programs. This program provides a 45-minute to 75-minute presentation by a traveling naturalist, appropriate for kindergarten to sixth grade students. There is no general fund financial impact associated with this item. Costs will be paid from site funds or locally generated revenue.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

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

21. PARTICIPATION AGREEMENT – INSIDE THE OUTDOORS FIELD PROGRAM, ORANGE COUNTY DEPARTMENT OF EDUCATION: Page 305 **EXHIBIT 21**

Approval of the agreement with the Orange County Department of Education (OCDE) for participation in the Inside the Outdoors Field Program for the 2011-2012 school year. District elementary schools routinely participate in OCDE outdoor science school and field programs. This program provides two hours to full day field trips appropriate kindergarten to sixth grade students. There is no general fund financial impact associated with this item. Costs will be paid from site funds or locally generated revenue.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

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

22. USE AGREEMENT – RESIDENT OUTDOOR SCIENCE SCHOOL FACILITIES, SUPPLIES, EQUIPMENT, AND SERVICES, PUBLIC SCHOOL DISTRICTS, ORANGE COUNTY DEPARTMENT OF EDUCATION: Page 317 **EXHIBIT 22**

Approval of the agreement with the Orange County Department of Education (OCDE) for use of resident Outdoor Science School facilities, supplies, equipment, and services for the 2011-2012 school year. District elementary schools routinely participate in OCDE outdoor science school and field programs. This program provides an outdoor science school program for fifth and sixth grade students. There is no general fund financial impact associated with this item. Costs will be paid from site funds or locally generated revenue.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

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

23. AGREEMENT – FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM: Page 341 **EXHIBIT 23**

Approval of a study agreement with the Fiscal Crisis & Management Assistance Team (FCMAT) to conduct a review of the home to school and special education transportation programs and provide recommendations for best practices. FCMAT will provide services for approximately $11,500 paid with revenues generated by the Transportation Department.

CUSD Strategic Plan Pillar 5: Effective Operations

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

24. EXTENSION AGREEMENT – FISCAL AND FINANCIAL MANAGEMENT CONSULTING SERVICES, VAVRINEK, TRINE, DAY & COMPANY LLP: Page 345 **EXHIBIT 24**

Approval of an extension to the consulting agreement with Vavrinek, Trine, Day & Company LLP, to provide fiscal and financial management consulting services. There will be no increase in the described rates for the renewal period of July 1, 2011, through June 30, 2012. This contract provides competitive, hourly rates for fiscal and financial management consulting services as required by the District. Estimated expenditures for the 2011-2012 fiscal year utilizing this contract are approximately $35,000, funded by the general fund.

CUSD Strategic Plan Pillar 5: Effective Operations

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

25. EXTENSION AGREEMENT – VEHICLE MAINTENANCE AND DRIVER TRAINING SERVICES, ANNELIESE'S SCHOOL: Page 359 **EXHIBIT 25**

Approval of the second extension of the agreement for the District to provide vehicle maintenance and driver training services to Anneliese's School. The renewal term is August 1, 2011, through July 31, 2012. Under this School Bus Service Agreement, the District's Transportation Department provides vehicle inspections, maintenance, and school bus driver training. This contract provides a moderate income stream to offset Transportation Department's encroachment into the general fund.

CUSD Strategic Plan Pillar 5: Effective Operations

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

26. EXTENSION AGREEMENT – VEHICLE MAINTENANCE AND DRIVER TRAINING SERVICES, JSERRA: Page 371 **EXHIBIT 26**

Approval of the first extension of the agreement for the District to provide vehicle maintenance and driver training services to JSERRA. The renewal term is September 15, 2011, through September 14, 2012. Under this School Bus Service Agreement, Capistrano Unified School District's Transportation Department provides vehicle inspections, maintenance, and school bus driver training. This contract provides a moderate income stream to offset Transportation Department's encroachment into the general fund.

CUSD Strategic Plan Pillar 5: Effective Operations

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

27. AWARD OF BID NO. 1112-07 – PIZZA SERVICE, DOMINO'S PIZZA: Page 381 **EXHIBIT 27**

Approval of an award of bid for pizza service to Domino's Pizza. Domino's Pizza was the only vendor that can provide all products requested and meet the requirement of whole grain crust as specified in the bid. The initial base contract is August 25, 2011, through August 24, 2012. The contract may be extended by mutual agreement and upon Board approval, for a renewal term not to exceed two additional one-year periods. This contract provides competitive, set pricing for pre-baked, ready to serve, prepared fresh pizza service delivered daily to all middle school sites. The total annual expenditures under this contract are estimated to be $368,000, funded by Food and Nutrition Services.

CUSD Strategic Plan Pillar 5: Effective Operations

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

28. ADVERTISE FOR RFQ NO. 4-1112 – SPECIALIZED TRANSPORTATION SERVICES:

Approval to advertise for bids for specialized transportation services. PTAs, booster clubs, and parent groups often sponsor events for student recognition at sites throughout the District. Often these events have requirements for specialized transportation services. These special events are scheduled by the individual school sites. The purpose of this Request for Qualifications is to select a pool of qualified, competent companies to provide limousine service, on an as needed basis, as requested by the sites. This bid allows the District to establish a contract with an approved vendor, meeting all the requirements, with set pricing for the 2011-2012 school year for specialized transportation services. Expenditures under this contract will be funded from the various groups requesting service and will not have an impact on the general fund.

CUSD Strategic Plan Pillar 5: Effective Operations

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

29. REJECTION OF BID NO. 1112-08 – CONCRETE MAINTENANCE AND REPAIR:

Approval to reject all bids submitted for concrete maintenance and repair and authorize staff to re-bid services. Upon review and consideration of the bids, it is recommended the basis of award be revised to more clearly delineate the various types of job requirements within the District. Four typical District project scenarios will be developed and utilized to evaluate the bids. In order to secure the lowest possible pricing for services, the District will solicit new bids. Public Contract Code §20111 governs the letting of contracts for school districts. In addition to the public contract code, courts have held that districts may reject all bids for any reason and at any time before the bid has been awarded. The Board has the discretion and ability to award the contract or reject all bids.

CUSD Strategic Plan Pillar 5: Effective Operations

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

30. COUNTY OF ORANGE CONTRACT MA-080-12010167 AIR CONDITIONING, REFRIGERATION EQUIPMENT, PARTS AND SUPPLIES, PRITCHARD SUPPLY, INCORPORATED DBA JOHNSTONE SUPPLY, UNITED REFRIGERATION INCORPORATED:

Approval of authorization to utilize the County of Orange contract MA-080-12010167 for the purchase of air conditioning, refrigeration equipment, parts and supplies, as needed, 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 allows staff to streamline the procurement process. Anticipated annual expenditures utilizing this contract are approximately $217,000 funded by routine repair and maintenance.

Due to the size of the contract and award, the documentation will be posted online in the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

PERSONNEL SERVICES

31. CORRECTION TO BOARD POLICY 4313, MANAGEMENT, SUPERVISORY, CONFIDENTIAL SERVICE DAYS:

Approval of a correction to Board Policy 4313, *Management, Supervisory, Confidential Service Days*. On October 12, 2010, Trustees approved revised Board Policy 4313, *Management, Supervisory, Confidential Service Days*. The revisions were primarily to return site administrators to positive work calendars. In the revised document, high school principals were incorrectly noted to work a 223 positive work year calendar. This document has corrected the 223 days to 224 days. There is no financial impact. Proposed additions to the Board Policy are underlined; deletions are struck through.

CUSD Strategic Plan Pillar 5: Effective Operations.

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel

Motion by _____ Seconded by _____

ROLL CALL:

Trustee Addonizio_____ Trustee Hatton_____

Trustee Alpay _____ Trustee Palazzo _____

Trustee Bryson _____ 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, SEPTEMBER 12, 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.

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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.

INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY
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CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 24, 2011

2011-2012 FISCAL YEAR BUDGETS FOR COMMUNITY FACILITIES DISTRICTS

BACKGROUND INFORMATION

The Mello-Roos Community Facilities Act of 1982 authorizes local governments, including school districts, to establish Community Facilities Districts (CFDs) for the purpose of selling tax-exempt bonds to fund public improvements. Specifically for the District, the Act allows the District to establish CFDs, sell tax-exempt bonds therein, and levy annual taxes for the purpose of financing public services and acquiring and constructing new facilities.

The District currently has ten Community Facilities Districts:

- CFD No. 87-1 — Aliso Viejo / Mission Viejo
- CFD No. 88-1 — Ranch Santa Margarita
- CFD No. 90-1 — Coto de Caza
- CFD No. 90-2 — Talega
- CFD No. 90-2 IA — Talega – Improvement Area No. 2002-1
- CFD No. 92-1 — Las Flores
- CFD No. 94-1 — Rancho Santa Margarita
- CFD No. 98-1A — Pacifica San Juan
- CFD No. 98-2 — Ladera
- CFD No. 2004-1 — Rancho Madrina

Each CFD has several funds and accounts within it for both revenue and expenditures. The fund and account types, their uses, and restrictions are included below.

- Special Tax Fund
  - Taxes collected are deposited here. The District is unable to access these funds directly, as the revenue is collected and transferred to other funds and accounts within the CFD.
- Principal Account
  - This account holds funds used to make the required principal component of debt service payments. The District does not have discretionary access to these funds.
- Interest Account
  - This account holds funds used to make the required interest component of debt service payments. The District does not have discretionary access to these funds.

- Reserve Fund
  - This represents a calculated amount that is required as a contingency fund within the CFD. The District does not have discretionary access to these funds.
- Construction & Acquisition Fund
  - This account holds the funds that are designated for construction of the authorized facilities. The District does have discretionary access to these funds, within the authorized uses of the CFD.
- Administrative Expense Account
  - This account holds the funds that are designated for administrative costs of facilitating the CFD and construction projects. The District has discretionary access to these funds, within the authorized uses of the CFD.
- Special Reserve Fund
  - In September of each year, once the required transfers have been made from the Special Tax Fund to make debt service payments, any amount remaining in the Special Tax Fund is transferred to the Special Reserve Fund. These funds may be used for purposes described in the Official Statement. The District does have access to these funds and uses them to pay administrative and project costs, within the authorized uses of the CFD.

CURRENT CONSIDERATIONS

The purpose of this agenda item is to request Board approval of the 2011-2012 Fiscal Year Budget for Community Facilities District Nos. 87-1, 88-1, 90-1, 90-2, 90-2 IA, 92-1, 94-1, 98-1A, 98-2, and 2004-1. A summary budget for each CFD is attached. Changes to these budgets may be made at any time at the discretion of the Board. Within these summary budgets are the following key components:

Revenues – David Taussig & Associates has calculated the annual levy setting forth the Special Taxes required and authorized to be levied on each parcel within each CFD. The resolutions authorizing the annual levy of special taxes were approved at the August 8, 2011, Board meeting. The revenues projected to be received for each respective CFD have been included in the revenue budget(s).

Expenditures – The 2011-2012 expenditure budget(s) have been compiled to assume the following components.

- Books & Supplies
  This includes any supplies or non-capitalized equipment that may be required to facilitate construction project completion.
- Services & Other Operating Expenses
  - This includes administrative costs of facilitating the CFD and construction projects undertaken in the current fiscal year.
- Capital Outlay
  - This includes the costs of ongoing and currently known new construction projects that will be undertaken during the fiscal year.

- Debt Service Payment
    - This includes the amounts that will be paid for principal and interest components of debt service payments during the fiscal year.

FINANCIAL IMPLICATIONS

There is no general fund impact to this agenda item. The financial implications of approval of this agenda item and its impact to the CFDs are detailed in the attached budgets.

STAFF RECOMMENDATION

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

Following Board discussion, it is recommended the Board of Trustees approve the 2011-2012 Fiscal Year Budgets for Community Facilities District Nos. 87-1, 88-1, 90-1, 90-2, 90-2 IA, 92-1, 94-1, 98-1A, 98-2, and 2004-1.

CAPISTRANO UNIFIED SCHOOL DISTRICT
2011/2012 FINAL BUDGET SUMMARY
C.F.D. 87-1 Mission Viejo/Aliso Viejo
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

FUND 87-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
REVENUES:		
Other Local Revenues	$10,358,536	$10,462,121
TOTAL REVENUES	**$10,358,536**	**$10,462,121**
EXPENDITURES:		
Certificated Salaries	$0	$0
Classified Salaries	$0	$0
Employees Benefits	$0	$0
Books and Supplies	$0	$0
Services & Other Op Expenses	$159,610	$161,206
Capital Outlay	$444,684 [1]	$15,200,000 [2]
Other Outgo	$0	$0
Direct Support/Indirect Costs	$0	$0
Debt Service Payment	$7,037,875	$7,108,254
TOTAL EXPENDITURES	**$7,642,169**	**$22,469,460**
EXCESS/(DEFICIENCY)	**$2,716,367**	**($12,007,338)**
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	$0	$0
Interfund Transfer Out (-)	$0	$0
Other Sources (+)	$0	$0
Other Uses (-)	$0	$0
TOTAL OTHER FINANCING SOURCES/USES	**$0**	**$0**
NET FUND BALANCE INCREASE/(DECREASE)	**$2,716,367**	**($12,007,338)**

CAPISTRANO UNIFIED SCHOOL DISTRICT
2011/2012 FINAL BUDGET SUMMARY
C.F.D. 87-1 Mission Viejo/Aliso Viejo
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

FUND 87-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
FUND BALANCE:		
Beginning Balance	$15,638,344	$18,354,711
Audit Adjustments	$0	$0
NET BEGINNING BALANCE	**$15,638,344**	**$18,354,711**
ENDING BALANCE	**$18,354,711**	**$6,347,373**
COMPONENTS OF ENDING BALANCE:		
Designated Amounts		
Economic Uncertainties	$0	$0
Other Designations	$18,354,711	$6,347,373

[1] Amounts include preliminary work for theater at CVHS

[2] Allocation is for construction projects

- Beginning theater construction at CVHS ($15.M)
- Beginning MPR renmodel at NMS ($200k)

CAPISTRANO UNIFIED SCHOOL DISTRICT
2010/2011 FINAL BUDGET SUMMARY
C.F.D. 88-1 FUND Rancho Santa Margarita
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

FUND 88-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
REVENUES:		
Other Local Revenues	$1,540,118	$1,555,519
TOTAL REVENUES	**$1,540,118**	**$1,555,519**
EXPENDITURES:		
Certificated Salaries	$0	$0
Classified Salaries	$0	$0
Employees Benefits	$0	$0
Books and Supplies	$0	$0
Services & Other Op Expenses	$60,338	$60,941
Capital Outlay	$0	$0
Other Outgo	$0	$0
Direct Support/Indirect Costs	$0	$0
Debt Service Payment	$1,289,300	$1,302,193
TOTAL EXPENDITURES	**$1,349,638**	**$1,363,134**
EXCESS/(DEFICIENCY)	**$190,480**	**$192,385**
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	$0	$0
Interfund Transfer Out (-)	$0	$0
Other Sources (+)	$0	$0
Other Uses (-)	$0	$0
TOTAL OTHER FINANCING SOURCES/USES	**$0**	**$0**
NET FUND BALANCE INCREASE/(DECREASE)	**$190,480**	**$192,385**

CAPISTRANO UNIFIED SCHOOL DISTRICT
2011/2012 FINAL BUDGET SUMMARY
C.F.D. 88-1 FUND Rancho Santa Margarita
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

FUND 88-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
FUND BALANCE:		
Beginning Balance	$760,061	$950,541
Audit Adjustments	$0	$0
NET BEGINNING BALANCE	**$760,061**	**$950,541**
ENDING BALANCE	**$950,541**	**$1,142,926**
COMPONENTS OF ENDING BALANCE:		
Designated Amounts		
Economic Uncertainties	$0	$0
Other Designations	$950,541	$1,142,926

CAPISTRANO UNIFIED SCHOOL DISTRICT
2011/2012 FINAL BUDGET SUMMARY
C.F.D. 90-1 Coto de Caza
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

FUND 90-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
REVENUES:		
Other Local Revenues	$88,885	$89,774
TOTAL REVENUES	**$88,885**	**$89,774**
EXPENDITURES:		
Certificated Salaries	$0	$0
Classified Salaries	$0	$0
Employees Benefits	$0	$0
Books and Supplies	$0	$0
Services & Other Op Expenses	$26,593	$26,859
Capital Outlay	$0	$0
Other Outgo	$0	$0
Direct Support/Indirect Costs	$0	$0
Debt Service Payment	$0	$0
TOTAL EXPENDITURES	**$26,593**	**$26,859**
EXCESS/(DEFICIENCY)	**$62,292**	**$62,915**
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	$0	$0
Interfund Transfer Out (-)	$0	$0
Other Sources (+)	$0	$0
Other Uses (-)	$0	$0
TOTAL OTHER FINANCING SOURCES/USES	**$0**	**$0**
NET FUND BALANCE INCREASE/(DECREASE)	**$62,292**	**$62,915**

CAPISTRANO UNIFIED SCHOOL DISTRICT
2011/2012 FINAL BUDGET SUMMARY
C.F.D. 90-1 Coto de Caza
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

FUND 90-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
FUND BALANCE:		
Beginning Balance	$1,766,934	$1,829,226
Audit Adjustments	$0	$0
NET BEGINNING BALANCE	**$1,766,934**	**$1,829,226**
ENDING BALANCE	**$1,829,226**	**$1,892,141**
COMPONENTS OF ENDING BALANCE:		
Designated Amounts		
Economic Uncertainties	$0	$0
Other Designations	$1,829,226	$1,892,141

CAPISTRANO UNIFIED SCHOOL DISTRICT
2011/2012 FINAL BUDGET SUMMARY
C.F.D. 90-2 Talega
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

FUND 90-2 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
REVENUES:		
Other Local Revenues	$7,709,405	$7,747,952
TOTAL REVENUES	**$7,709,405**	**$7,747,952**
EXPENDITURES:		
Certificated Salaries	$0	$0
Classified Salaries	$0	$0
Employees Benefits	$0	$0
Books and Supplies	$0	$0
Services & Other Op Expenses	$339,525	$342,920
Capital Outlay	$229,884	$0
Other Outgo	$446,182 [1]	$450,644 [2]
Direct Support/Indirect Costs	$0	$0
Debt Service Payment	$5,739,571	$5,796,967
TOTAL EXPENDITURES	**$6,755,162**	**$6,590,531**
EXCESS/(DEFICIENCY)	**$954,243**	**$1,157,421**
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	$0	$0
Interfund Transfer Out (-)	$0	$0
Other Sources (+)	$0	$0
Other Uses (-)	$0	$0
TOTAL OTHER FINANCING SOURCES/USES	**$0**	**$0**
NET FUND BALANCE INCREASE/(DECREASE)	**$954,243**	**$1,157,421**

CAPISTRANO UNIFIED SCHOOL DISTRICT
2011/2012 FINAL BUDGET SUMMARY
C.F.D. 90-2 Talega
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

FUND 90-2 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
FUND BALANCE:		
Beginning Balance	$4,173,729	$5,127,972
Audit Adjustments	$0	$0
NET BEGINNING BALANCE	**$4,173,729**	**$5,127,972**
ENDING BALANCE	**$5,127,972**	**$6,285,393**
COMPONENTS OF ENDING BALANCE:		
Designated Amounts		
Economic Uncertainties	$0	$0
Other Designations	$5,127,972	$6,285,393

[1] A portion of semi-annual COP principal and interest payments due in FY 2010-11.

[2] A portion of semi-annual COP principal and interest payments due in FY 2011-12.

CAPISTRANO UNIFIED SCHOOL DISTRICT
2011/2012 FINAL BUDGET SUMMARY
C.F.D. 92-1 Las Flores
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

FUND 92-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
REVENUES:		
Other Local Revenues	$3,041,696	$3,072,113
TOTAL REVENUES	**$3,041,696**	**$3,072,113**
EXPENDITURES:		
Certificated Salaries	$0	$0
Classified Salaries	$0	$0
Employees Benefits	$0	$0
Books and Supplies	$0	$0
Services & Other Op Expenses	$72,310	$73,033
Capital Outlay	$0	$0
Other Outgo	$0	$0
Direct Support/Indirect Costs	$0	$0
Debt Service Payment	$2,191,238	$2,213,150
TOTAL EXPENDITURES	**$2,263,548**	**$2,286,183**
EXCESS/(DEFICIENCY)	**$778,148**	**$785,929**
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	$0	$0
Interfund Transfer Out (-)	$0	$0
Other Sources (+)	$0	$0
Other Uses (-)	$0	$0
TOTAL OTHER FINANCING SOURCES/USES	**$0**	**$0**
NET FUND BALANCE INCREASE/(DECREASE)	**$778,148**	**$785,929**

CAPISTRANO UNIFIED SCHOOL DISTRICT
2011/2012 FINAL BUDGET SUMMARY
C.F.D. 92-1 Las Flores
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

FUND 92-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
FUND BALANCE:		
Beginning Balance	$4,630,765	$5,408,913
Audit Adjustments	$0	$0
NET BEGINNING BALANCE	**$4,630,765**	**$5,408,913**
ENDING BALANCE	**$5,408,913**	**$6,194,842**
COMPONENTS OF ENDING BALANCE:		
Designated Amounts		
Economic Uncertainties	$0	$0
Other Designations	$5,408,913	$6,194,842

CAPISTRANO UNIFIED SCHOOL DISTRICT
2011/2012 FINAL BUDGET SUMMARY
C.F.D. 94-1 Rancho Santa Margarita II
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

FUND 94-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
REVENUES:		
Other Local Revenues	$316,665	$319,832
TOTAL REVENUES	**$316,665**	**$319,832**
EXPENDITURES:		
Certificated Salaries	$0	$0
Classified Salaries	$0	$0
Employees Benefits	$0	$0
Books and Supplies	$0	$0
Services & Other Op Expenses	$32,812	$33,140
Capital Outlay	$0	$0
Other Outgo	$0	$0
Direct Support/Indirect Costs	$0	$0
Debt Service Payment	$0	$0
TOTAL EXPENDITURES	**$32,812**	**$33,140**
EXCESS/(DEFICIENCY)	**$283,853**	**$286,692**
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	$0	$0
Interfund Transfer Out (-)	$0	$0
Other Sources (+)	$0	$0
Other Uses (-)	$0	$0
TOTAL OTHER FINANCING SOURCES/USES	**$0**	**$0**
NET FUND BALANCE INCREASE/(DECREASE)	**$283,853**	**$286,692**

CAPISTRANO UNIFIED SCHOOL DISTRICT
2011/2012 FINAL BUDGET SUMMARY
C.F.D. 94-1 Rancho Santa Margarita II
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

FUND 94-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2010/2011 FINAL BUDGET
FUND BALANCE:		
Beginning Balance	$1,271,136	$1,554,989
Audit Adjustments	$0	$0
NET BEGINNING BALANCE	**$1,271,136**	**$1,554,989**
ENDING BALANCE	**$1,554,989**	**$1,841,681**
COMPONENTS OF ENDING BALANCE:		
Designated Amounts		
Economic Uncertainties	$0	$0
Other Designations	$1,554,989	$1,841,681

CAPISTRANO UNIFIED SCHOOL DISTRICT
2011/2012 FINANCIAL BUDGET SUMMARY
C.F.D. 98-1A Pacifica San Juan
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

FUND NEW DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
REVENUES:		
Other Local Revenues	$316,958	$320,128
TOTAL REVENUES	**$316,958**	**$320,128**
EXPENDITURES:		
Services & Other Op Expenses	$22,095	$22,316
Capital Outlay	$0	$0
Other Outgo	$0	$0
TOTAL EXPENDITURES	**$22,095**	**$22,316**
EXCESS/(DEFICIENCY)	**$294,863**	**$297,812**
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	$0	$0
Interfund Transfer Out (-)	$0	$0
Other Sources (+)	$0	$0
Other Uses (-)	$0	$0
TOTAL OTHER FINANCING SOURCES/USES	**$0**	**$0**
NET FUND BALANCE INCREASE/(DECREASE)	**$294,863**	**$297,812**

CAPISTRANO UNIFIED SCHOOL DISTRICT
2011/2012 FINAL BUDGET SUMMARY
C.F.D. 98-1A Pacifica San Juan
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

FUND NEW DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
FUND BALANCE:		
Beginning Balance	$1,034,155	$1,329,019
Audit Adjustments	$1	$0
NET BEGINNING BALANCE	**$1,034,156**	**$1,329,019**
ENDING BALANCE	**$1,329,019**	**$1,626,831**
COMPONENTS OF ENDING BALANCE:		
Designated Amounts		
Economic Uncertainties	$0	$0
Other Designations	$1,329,019	$1,626,831

CAPISTRANO UNIFIED SCHOOL DISTRICT
2011/2012 FINAL BUDGET SUMMARY
C.F.D. 98-2 Ladera
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

FUND 98-2 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
REVENUES:		
Other Local Revenues	$9,738,223	$9,835,605
TOTAL REVENUES	**$9,738,223**	**$9,835,605**
EXPENDITURES:		
Certificated Salaries	$0	$0
Classified Salaries	$0	$0
Employees Benefits	$0	$0
Books and Supplies	$0	$0
Services & Other Op Expenses	$184,672	$186,519
Capital Outlay	$1,282,225 [1]	$6,600,000 [2]
Other Outgo	$466,182 [3]	$470,844 [4]
Direct Support/Indirect Costs	$0	$0
Debt Service Payment	$6,997,413	$7,067,387
TOTAL EXPENDITURES	**$8,930,492**	**$14,324,750**
EXCESS/(DEFICIENCY)	**$807,731**	**($4,489,144)**
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	$0	$0
Interfund Transfer Out (-)	$0	$0
Other Sources (+)	$0	$0
Other Uses (-)	$0	$0
TOTAL OTHER FINANCING SOURCES/USES	**$0**	**$0**
NET FUND BALANCE INCREASE/(DECREASE)	**$807,731**	**($4,489,144)**

CAPISTRANO UNIFIED SCHOOL DISTRICT
2011/2012 FINAL BUDGET SUMMARY
C.F.D. 98-2 Ladera
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

FUND 98-2 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
FUND BALANCE:		
Beginning Balance	$4,941,900	$5,749,631
Audit Adjustments	$0	$0
NET BEGINNING BALANCE	**$4,941,900**	**$5,749,631**
ENDING BALANCE	**$5,749,631**	**$1,260,487**
COMPONENTS OF ENDING BALANCE:		
Designated Amounts		
Economic Uncertainties	$0	$0
Other Designations	$5,749,631	$1,260,487

[1] Amounts include prior construction closeout and new projects at SJHHS.

[2] Allocation is for construction projects at SJHHS
- Beginning stadium construction ($1.5M)
- Security cameras ($100k)
- Pool Construction ($5.M)

[3] A portion of semi-annual COP principal and interest payments due in FY 2010-11.

CAPISTRANO UNIFIED SCHOOL DISTRICT
2011/2012 FINAL BUDGET SUMMARY
C.F.D. 2004-1 Rancho Madrina
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

FUND 2004-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
REVENUES:		
Other Local Revenues	$687,468	$694,343
TOTAL REVENUES	**$687,468**	**$694,343**
EXPENDITURES:		
Certificated Salaries	$0	$0
Classified Salaries	$0	$0
Employees Benefits	$0	$0
Books and Supplies	$0	$0
Services & Other Op Expenses	$52,560	$53,086
Capital Outlay	$4,093	$0
Other Outgo	$0	$0
Direct Support/Indirect Costs	$0	$0
Debt Service Payment	$408,010	$412,090
TOTAL EXPENDITURES	**$464,663**	**$465,176**
EXCESS/(DEFICIENCY)	**$222,805**	**$229,167**
OTHER FINANCING SOURCES/USES:		
Interfund Transfer In (+)	$0	$0
Interfund Transfer Out (-)	$0	$0
Other Sources (+)	$0	$0
Other Uses (-)	$0	$0
TOTAL OTHER FINANCING SOURCES/USES	**$0**	**$0**
NET FUND BALANCE INCREASE/(DECREASE)	**$222,805**	**$229,167**

CAPISTRANO UNIFIED SCHOOL DISTRICT
2011/2012 FINAL BUDGET SUMMARY
C.F.D. 2004-1 Rancho Madrina
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

FUND 2004-1 DESCRIPTION	2010/2011 UNAUDITED ACTUALS	2011/2012 FINAL BUDGET
FUND BALANCE:		
Beginning Balance	$793,791	$1,016,596
Audit Adjustments	$0	$0
NET BEGINNING BALANCE	**$793,791**	**$1,016,596**
ENDING BALANCE	**$1,016,596**	**$1,245,763**
COMPONENTS OF ENDING BALANCE:		
Designated Amounts		
Economic Uncertainties	$0	$0
Other Designations	$1,016,596	$1,245,763

2011-2012

Community Facilities Districts Budgets
Presented by: Business and Support Services
August 24, 2011

Community Facilities Districts (CFD) Overview:

- Established in 1982, through Mello-Roos Community Facilities Act
- Allows the local agencies to sell tax exempt bonds to fund public improvements
- Currently, CUSD has ten (10) CFDs
  - CFDs are within multiple areas of CUSD
  - Tax amounts are collected and used for paying bond debt, construction, and related operating costs

CFD Budget Adoption

- Each CFD is tracked through a separate account
  - Specific revenue and expenditure lines
- Revenue amounts are determined based on annual tax levy
- Expenditures consist mainly of
  - Administrative costs
  - Capital / Construction costs
  - Debt Service payments

CFD 87-1 (Aliso Viejo / Mission Viejo)

- Revenue - $10.5m
- Expenditures
  - Services & Operating - $ 0.2m
  - Capital / Construction - $15.2m*
  - Other Outgo - $ 0.0m
  - Debt Service - $ 7.1m
  - Total: $22.5m

  - * CVHS Theater: $15.m
  - * Newhart MPR: $0.2m

CFD 88-1 (Rancho Santa Margarita)

- Revenues - $1.6m
- Expenditures
  - Services & Operating - $ 0.1m
  - Capital /Construction - $ 0.0m
  - Other Outgo - $ 0.0m
  - Debt Service - $ 1.3m
  - Total: $ 1.4m

CFD 90-1 (Coto de Caza)

- Revenues - $90k
- Expenditures
  - Services & Operating - $ 27k
  - Capital / Construction - $ 0k
  - Other Outgo - $ 0k
  - Debt Service - $ 0k
  - Total: $ 27k

CFD 90-2 (Talega & IA)

- Revenues - $7.7m
- Expenditures
  - Services & Operating - $ 0.3m
  - Capital / Construction - $ 0.0m
  - Other Outgo - $ 0.5m
  - Debt Service - $ 5.8m
  - Total: $ 6.6m

CFD 92-1 (Las Flores)

- Revenues - $3.1m
- Expenditures
  - Services & Operating - $ 0.1m
  - Capital / Construction - $ 0.0m
  - Other Outgo - $ 0.0m
  - Debt Service - $ 2.2m
  - Total: $ 2.3m

CFD 94-1 (RSM II)

- Revenues - $320k
- Expenditures
  - Services & Operating - $ 33k
  - Capital / Construction - $ 0k
  - Other Outgo - $ 0k
  - Debt Service - $ 0k
  - Total: $ 33k

CFD 98-1A (Pacifica San Juan)

- Revenues - $320k
- Expenditures
  - Services & Operating - $ 22k
  - Capital / Construction - $ 0k
  - Other Outgo - $ 0k
  - Debt Service - $ 0k
  - Total: $22k

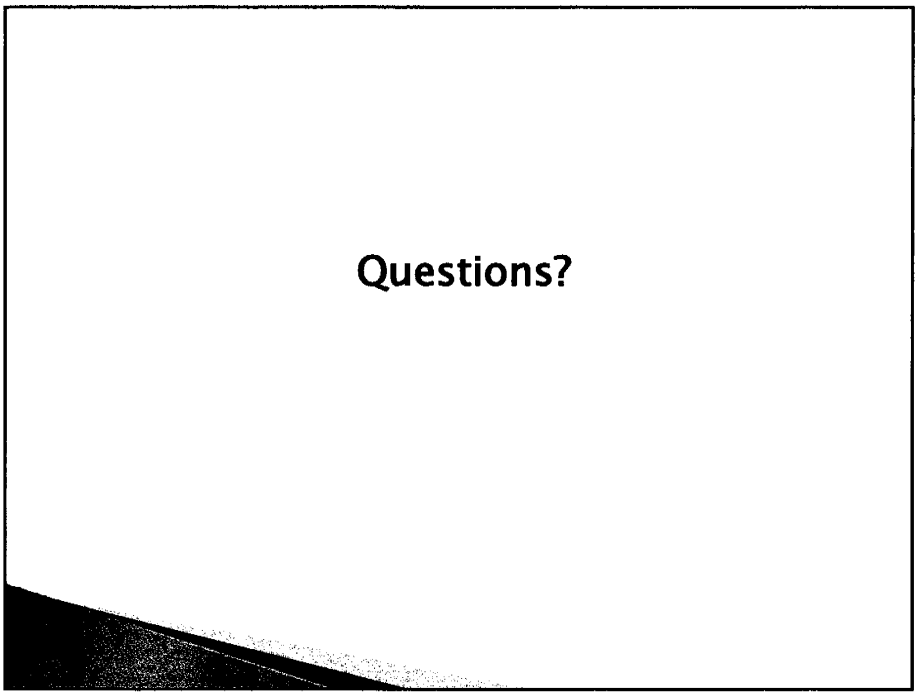
CFD 98-2 (Ladera)

- Revenues - $9.8m
- Expenditures
  - Services & Operating - $ 0.2m
  - Capital / Construction - $ 6.6m*
  - Other Outgo - $ 0.5m
  - Debt Service - $ 7.0m
  - Total: $14.3m

  - * SJHHS Stadium - $ 1.5m
  - * SJHHS Security Cameras - $ 0.1m
  - * SJHHS Pool - $ 5.0m

CFD 2004-1 (Rancho Madrina)

- Revenues - $694k
- Expenditures
  - Services & Operating - $ 53k
  - Capital / Construction - $ 0k
  - Other Outgo - $ 0k
  - Debt Service - $ 412k
  - Total: $ 465k


Questions?

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 24, 2011

UPDATE OF THE NEW INDEPENDENT STUDY HIGH SCHOOL

BACKGROUND INFORMATION

On April 11, 2011, the Board of Trustees approved moving forward with the formation of an independent study high school and establishing a committee of the Board to determine the name for the new high school. The committee of the Board met on May 3, 2011, to discuss names and their implications. The consensus of the subcommittee was to name the new independent study high school to reflect a general geographical location since students will attend from all parts of the District and to communicate that it offers a specialized educational program. At the May 9, 2011, Board meeting Trustees approved the name West View Academy for the new independent study high school.

CURRENT CONSIDERATIONS

At the request of Trustees, this item has been brought forward for consideration of changing the name of the new independent study high school, previously adopted as West View Academy. A presentation will be made to the Board of Trustees regarding the progress of the new independent study high school and implications of a name change at this time.

FINANCIAL IMPLICATIONS

There are minimal financial implications for the District in a name change. A domain name has been purchased with the West View Academy name. Several documents and the website have all been developed with the West View Academy name as well.

STAFF RECOMMENDATION

It is recommended the Board hear the report on the school by Principal Rob Nye, and to determine if it wishes to change the name of the school.

New Independent Study High School

Program Status and Implementation Timelines

August 24, 2011

Program Description

- UC/CSU approved courses
- Blended instructional model
- Required weekly meetings
- Proctored exams
- Work completion model for ADA

Program Benefits

- Flexibility for parents/students
- Individualized instruction
- Recapturing ADA
- Credit recovery for students
- Embedded 21st Century Skills
- Summer school options
- Concurrent enrollment programs

Progress to Date

- CDS Code
- ETS Code
- CIF/Multi School Certification
- Website www.westviewacademy.com
- West View Listserv
- Curriculum Guide
- APEX Contract
- Development of Spring Pilot
- Strategic Plan
- Job Description/Staffing Timeline
- 2011-2012 Budget
- Intent to Enroll

Questions/Comments?

Program Status and Implementation Timelines

August 24, 2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 24, 2011

UPDATE OF COMPRESSED NATURAL GAS DISPENSER PROJECT AT THE ALISO VIEJO TRANSPORTATION CENTER

Background-History

In 2006–2007, the District began exploring the possibility of instituting a new program to convert some of the existing bus fleet from gas/diesel fuel to Compressed Natural Gas (CNG). The CNG alternative has largely been recognized as a cleaner and more economical fuel source. The District has looked at different options to develop the CNG program including potential new dispensers at Capistrano Beach and Aliso Viejo Transportation Centers. Additionally, the District coordinated with the Southern California Gas Company, the South Coast Air Quality Management District (SCAQMD), and several vendors regarding grant programs and constructability issues.

Since 2007, the District has purchased 20 CNG busses saving $90,000 in fuel cost annually. Also, the District was able to secure additional grant funding from SCAQMD in the amount of $271,553 for the construction of the CNG dispenser. In November 2007, the decision was made to prepare the necessary plans to build and operate the CNG dispenser at the Aliso Viejo Transportation Center. Since that time, the District has actively attempted to secure the necessary development permits through the City of Aliso Viejo. The following summarizes the steps taken to date in coordinating the necessary approvals for this project.

1) Project Coordination with the City of Aliso Viejo, Gas Company, SCAQMD, and Orange County Fire Authority
2) Submittal of Conditional Use Permit Application to the City Aliso Viejo
3) Preparation of Mitigated Negative Declaration (MND)
4) Board Acceptance and Certification of MND

Recent Activities - 2010

In 2010, the adjacent property owner, Temple Beth El, expressed concern about the proposed fueling project. Temple Beth El is located immediately west of the Transportation Center and the proposed CNG facility is approximately 150 feet from the shared property line. At the Temple's request, on Tuesday, May 11, 2010, staff met with representatives of the City of Aliso Viejo and the Temple regarding the proposed location of the CNG dispenser. The Temple's concerns were safety and noise associated with its installation and operation. The Temple operates a preschool child care facility and elementary school, the primary reasons for their concerns.

The Temple recommended the District move the location of the proposed facility much further away from the Temple property line, i.e. on the other side of the transportation building. It is important to note that this option was originally discussed with the gas company early in the

planning stages, but was not pursued because of concerns that the gas line could not be extended that far and still maintain adequate line pressure. The District met with the gas company last year regarding the extension of the gas line to the "preferred" location and received gas company assurance that this relocation is acceptable.

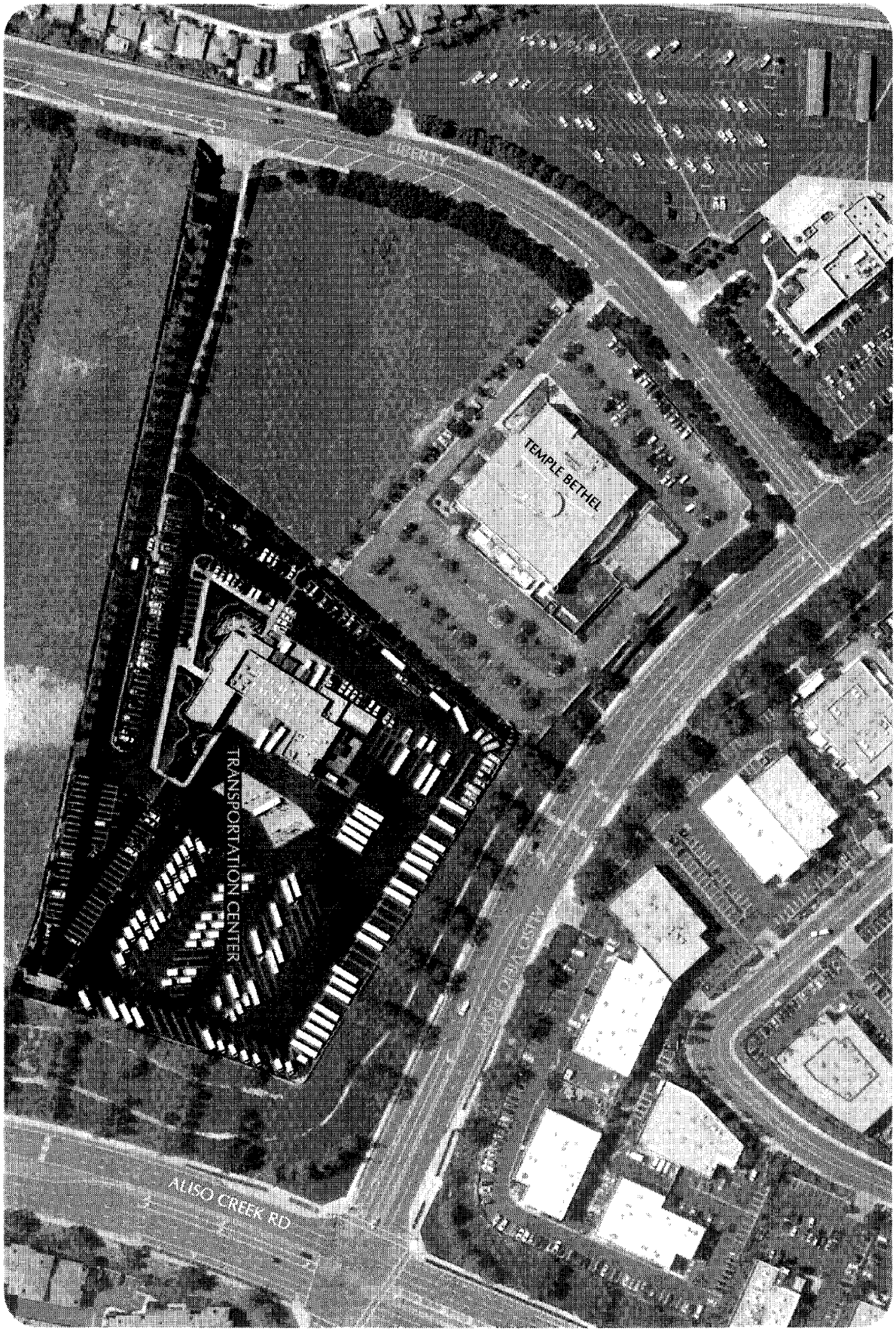
Remaining Tasks

District personnel have now re-initiated efforts with city staff and adjacent property owners to reach a project scope consensus prior to moving this project forward through the City of Aliso Viejo. More information has been gathered and the proposed CNG dispensing location will be adjusted. Temple Beth El input and concurrence on the new facility location is critical to ensure approval of the conditional use permit.

Below is a listing of remaining tasks for the completion of the CNG dispenser at the Aliso Viejo Transportation Center. The tasks include revision and completion of the necessary environmental documents, continued processing of the conditional use permit with the City of Aliso Viejo, further coordination with the gas company, and the re-design and construction of the facility.

1)	Completion of Risk Analysis – Planning Center	Mid August 2011
2)	Completion of Amended MND – Planning Center	End August 2011
3)	Team Meeting at Aliso Transportation Center	August 23, 2011
4)	Board Report - CUSD	August 24, 2011
5)	Coordination Meeting with City and Temple Beth El	September 20011
6)	Completion of Facility Design – PJHM	End September 2011
7)	Continue – Complete City Conditional Use Permit Process – CUSD	October 2011
8)	Out to Bid - CUSD	Begin Nov. 2011
9)	Award of Bid - CUSD	December 12, 2011
10)	Contractor Permitting	End January 2012
11)	Begin Construction	Beginning February 2012
12)	Construction Completion	End June 2012
13)	CNG Dispenser Available for District Busing	Summer 2012

When completed, the CNG facility will have a significant positive impact on the District's general fund, as the CNG buses are currently being fueled off site at an estimated cost of $9,000 per month for driver time and additional fuel to travel to and from Irvine. The total estimated cost to design and construct the CNG facility is $882,450 and will be funded from a combination of grant funds and developer fees. Costs associated with preparing the construction documents will be $63,500 and will funded from developer fees. Attached are exhibits that illustrate the Aliso Viejo Transportation Center and neighboring properties, and a close-up of the Transportation Center with the original and new locations of the CNG dispenser.

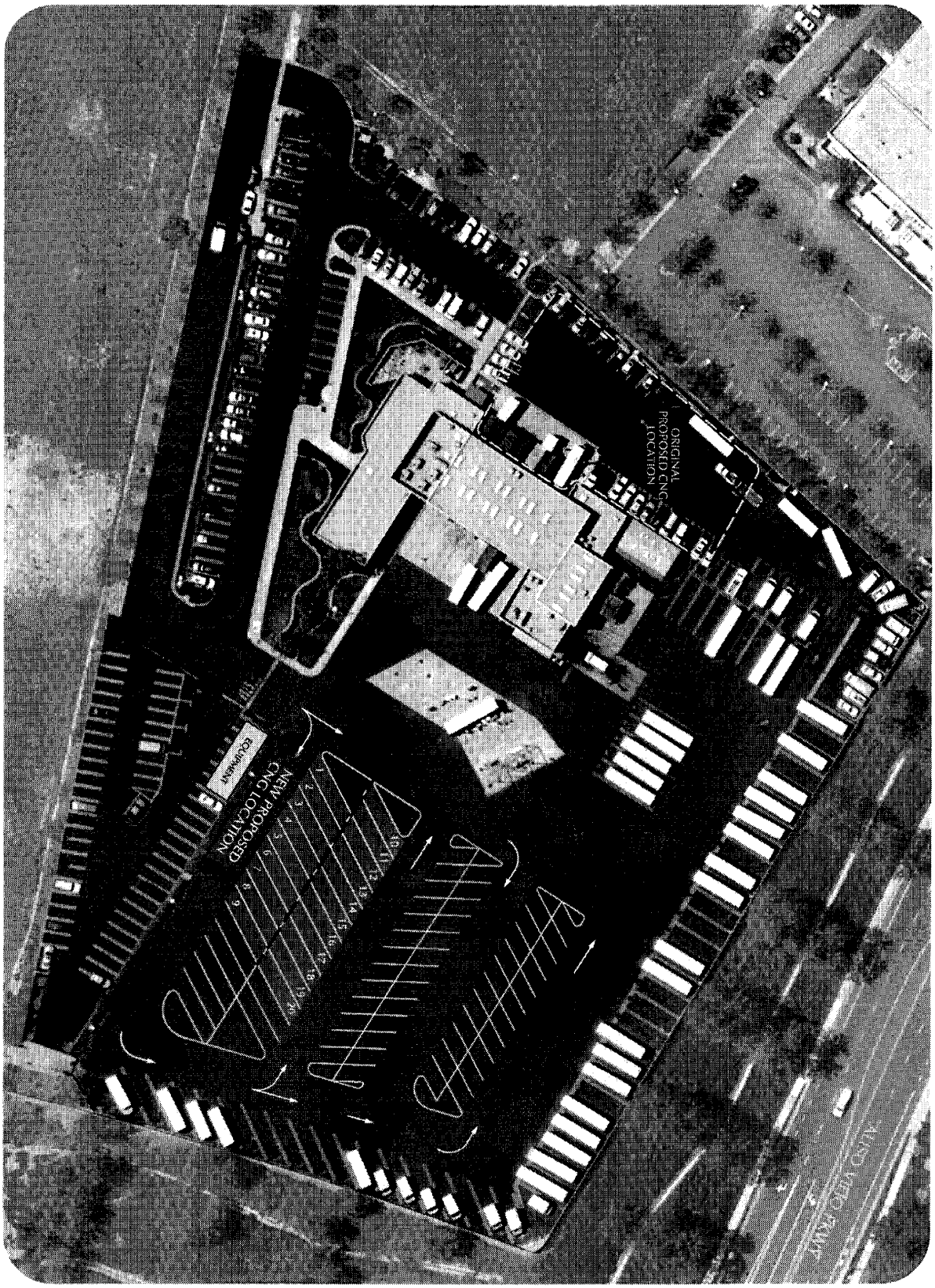


1 of 2

TRANSPORTATION CENTER
CNG SITE PLAN
CAPISTRANO UNIFIE

djhm architects

37



38

2 of 2

TRANSPORTATION CENTER
CNG SITE PLAN
CAPISTRANO UNI

pjhm architects

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 24, 2011

AWARD OF RFQ NO. 9-1011 – DEMOGRAPHIC CONSULTANT SERVICES, DAVIS DEMOGRAPHICS & PLANNING, INC., DECISIONINSITE, LLC, AND DOLINKA GROUP, LLC

BACKGROUND INFORMATION

With the passage of Measure H on November 2, 2010, the District moved from at large election of Trustees, to election of Trustees by geographic areas. Passage of Measure H changed the current method of election to a "by trustee area" method of election requiring each member of the Board of Trustees to reside within, and be elected by, the voters living within that particular trustee area or district. Voters in a trustee area will no longer elect members of the Board of Trustees for other trustee areas. These changes become affective with the election scheduled for Tuesday, November 6, 2012.

In addition, the 2010 Census generated updated demographic data. As populations shift, trustee areas need to be evaluated and rebalanced (if necessary) every 10 years to reflect the revised census data, regardless of the how trustees are elected. This analysis needs to be completed and revised trustee areas established prior to March 1, 2012.

The census data/trustee area analysis coupled with the requirement to establish geographic trustee election districts, created the need for specialized professional demographic services. In response, the District issued RFQ No. 9 -1011 - Demographic Consultant Services to secure proposals from qualified demographers to perform not only the work necessitated by the 2010 census, but also to perform a variety demographic and enrollment services on an ongoing as-needed basis.

CURRENT CONSIDERATIONS

Davis Demographics will provide services for demographic analysis, Districtwide and school-specific enrollment projections, attendance boundary analysis and adjustment, student yield analysis vs. housing turnover studies, and residential development activity reports and mapping, on an as-needed basis, at the hourly rates as described in their rate sheet.

Staff also recommends awarding a contract to DecisionInsite and Dolinka Group, to assist the Board in reapportioning Trustee areas, at the hourly rates as described in their rate sheets. DecisionInsite and Dolinka Group submitted their proposal as a team in order to meet the needs of the District. The attached proposal for Trustee Area Redistricting Analysis and Adjustment Services outlines all services and associated

costs. The estimated cost for services is $12,000 to $16,000 depending upon the scope of work requested, to be paid by the general fund.

The firms provided sufficient evidence of their capability to perform the expected scope of services. The firms were chosen based upon their successful experience in similar scope projects, references from previous clients, and performance at the interview. The initial base contract is August 25, 2011, through August 24, 2012. The contracts may be extended by mutual agreement, and upon Board approval, for a renewal term not to exceed four additional one-year periods.

FINANCIAL IMPLICATIONS

The financial impact of the Trustee redistricting analysis to be completed by DecisionInsite and the Dolinka Group is estimated at $12,000 to $16,000 depending upon the scope of work requested. Costs associated with general demographic services to be provided by Davis Demographics will be dependent on the actual services that are required and cannot be determined at this time. The actual dollar amount and budget code will be determined by purchase order submitted for Board approval when such services are determined.

STAFF RECOMMENDATIONS

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business & Support Services, who will present this item. Following discussion, it is recommended the Board of Trustees approve the award of RFQ for demographic consultant services to Davis Demographics & Planning, Incorporated, and DecisionInsite, LLC and Dolinka Group, LLC.

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Davis Demographics & Planning, 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:** Demographic analysis, enrollment projections, attendance boundary analysis &adjustment services, student yield analysis vs. housing turnover studies & residential development activity reports & mapping, per RFQ No. 9-1011.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on August 25, 2011, and will diligently perform as required and complete performance by August 24, 2012.

1

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 (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: 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 DISTRI CT 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:	**CONTRACTOR:**
Terry Fluent, Director, Purchasing	Davis Demographics & Planning, Inc.
Capistrano Unified School District	Greg Davis, President
33122 Valle Road	11850 Pierce Street, Ste. 200
San Juan Capistrano, CA 92675	Riverside, CA 92505

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

21. 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 N/A

c. Exhibit C N/A

THIS AGREEMENT IS ENTERED INTO THIS 25 DAY OF August, 2011.

Capistrano Unified School District
Name of District

By: _____

Terry Fluent
Typed Name

Director, Purchasing
Title

_____
Board Approval Date

Initials/Date _____

Davis Demographics & Planning, Inc.
Contractor Name

Signature: _____

_____
Typed or Printed Name

_____
Title

_____
Taxpayer Identification Number

Davis Demographics & Planning

PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT a summary of the estimated costs suitable for detailed review and analysis. The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period.

Title	Hourly Rate
DDP Principals and staff	$160*
NDC Principals	$225*
NDC Analysts	$75*

*During the initial development of the project's Scope of Work, DDP's compensation rate is $160 per hour for all services inclusive of travel time to attend meetings. DDP wishes to propose an alternative rate if the district prefers. DDP will offer the price of $700 per meeting fixed cost rather than just an hourly fee, whichever options serves the district best. As the Scope of Work is determined, DDP would be pleased to submit a more detailed Scope of Services, schedule, and appropriate fees.

*NDC pricing works on a "menu" system where each project has a base price based on the size of the jurisdiction plus flat fees for various project options that the jurisdiction wishes to include (such as public participation kits; an NDC-developed and maintained project website; extra public meetings; etc.). Until a specific project scope and price is agreed upon, NDC proposes to work at $225 per hour for principals (primarily Douglas Johnson) and $75 per hour for NDC analysts, plus expenses. The schedule for each NDC project is customized to the needs, goals, and timing of the client. Timing has ranged from as little as 10 days to as much as 18 months, at the client's direction.

Davis Demographics & Planning, Inc.

Print Name of Firm

Gregory H. Davis

Representative

33-0759263

Federal I.D. #/License

Authorized Signature

May 11, 2011

Date

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and DecisionInsite, 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:** Assist the Board in reapportioning trustee areas, per RFQ No. 9-1011 - Demographic Consultant Services.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on August 25, 2011, and will diligently perform as required and complete performance by August 24, 2012.

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 (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: 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 DISTRI CT 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:

DecisionInsite, LLC
Michael B. Regele
7700 Irvine Center Drive, Suite 200
Irvine, CA 92618

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

21. 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 N/A

c. Exhibit C N/A

THIS AGREEMENT IS ENTERED INTO THIS 25 DAY OF August, 2011.

Capistrano Unified School District	DecisionInsite, LLC
Name of District	Contractor Name
By: _____	Signature: _____
Terry Fluent	_____
Typed Name	Typed or Printed Name
Director, Purchasing	_____
Title	Title
_____	_____
Board Approval Date	
	Taxpayer Identification Number

Initials/Date _____

PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT a summary of the estimated costs suitable for detailed review and analysis. The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period.

There are two types of fee pricing represented in this response to the RfQ 9-1011. The core IDEAS: Premier Service that includes the 2- 10 year district-wide and school by grade enrollment projections, access to the DI System,and SchoolLocator. The fee for IDEAS:Premier is based upon the term of the agreement. All other services outlined in this response are billed according to the hourly rates detailed in the table.

Title		Hourly Rate	
Senior Consultant		$250 per hour	
Consultant		$125 per hour	

DecisionoInsite, LLC

Print Name of Firm

Authorized Signature

Michael B Regele

Representative

74-3123949

Federal I.D. #/License

May 11, 2011

Date

EXHIBIT A

DECISION INSITE

Office: 877-204-1392
Fax: 877-204-1392
www.decisioninsite.com

August 10, 2011

Mr. Ronald Lebs
Deputy Superintendent, Business and Support Services
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

RE: Trustee Area Redistricting Analysis and Adjustment Services

Dear Mr. Lebs

DecisionInsite and Dolinka Group (The DI-Dolinka Team) are pleased to provide the Capistrano Unified School District this proposal for ***Trustee Area Redistricting Analysis and Adjustment Services***. This proposal conforms to the outlined Scope of Services submitted to the district in response to RFQ No. 9-1011 including the estimated fees for services outlined therein. In addition, the following proposal also includes a general estimate of the Outline of Work with options.

Tasks Per RFQ No. 9-1011

The following tasks will be completed as necessary in support of the analysis and adjustment, if needed, of Capistrano Unified School District Trustee Areas.

Part 1: Compliance Analysis of Existing Trustee Areas

- Mapping of existing Trustee Areas of the School District in the DI System.
- Identification of the population in each Trustee Area based on 2010 Census information included within DI System.
- Determination if existing Trustee Areas are in compliance with Section 5019.5(a) of the Education Code. Compare 2010 Census to current year population estimates as well.
- Provide written report of findings.

Part 2: Modification and Adjustment of Trustee Areas to Meet Compliance

- If existing Trustee Areas no longer meet requirements, the DI-Dolinka Team, using the DI System, will work with staff, members of the Board of Trustees (and if desired, any public advisory groups selected) to re-draw Trustee Areas to satisfy the requirements of the Education Code, Elections Code and Federal Voting Rights Act.
  (Once a preferred Trustee Area scenario has been identified by the Board through this process, it is essential to obtain a legal opinion as to the legality of these new trustee areas. There are several avenues for accomplishing this including 1) using in-house district counsel, 2) obtaining a reference of law firms who know redistricting law from The DI-Dolinka Team

Corporate Office
7700 Irvine Center Drive, Ste. 800
Irvine, CA 92618

or 3) asking the DI-Dolinka Team to obtain the legal opinion. For option three, there would be an additional cost beyond the fees quoted below.)

- If it is the pleasure of the board to include a community process, the DI-Dolinka Team will develop a plan for public involvement that takes into account the current political environment of the School District including relevant issues surrounding Trustee Areas. (Noticing and coordination of public meetings will be the responsibility of the District.)
- If the board desires a community process, our team will act as a facilitator and coordinator of public meetings to engage the community and maintain a comprehensive and qualitative perspective versus looking only to the quantitative effects of redrawing Trustee Areas. We will work proactively to ensure that all meetings are led efficiently and follow a systematic approach to accomplish the project in a timely, yet thorough manner.

Part 3: Assist in County Approval Process

- Provide consulting services associated with any applications or hearings before the County Committee on School District Organization as well as filing of maps with the County Registrar of Voters.
- Work with legal counsel and School District staff as necessary to ensure compliance with Federal and State law governing redistricting.

Additional Detail on Board Workshops

While not intended to be exhaustive, the following provides additional detail regarding the objectives of the three board workshops, and is subject to change based on discussions with staff of the School District and direction from the Board of Trustees.

#1 Project Scope and Preparation

- Introductions and Overview of the Task
- Setting norms for working together
- Legal requirements
- Establishing criteria to govern redistricting efforts
- Present three (3) conceptual Trustee Area scenarios

#2 Review of Proposed Redistricting Plan

- Review criteria (in order to use as basis for evaluating)
- Discussion/selection of boundary or direction for further refinement

#3 Review of Refined Redistricting Plan

- Review criteria (in order to use as basis for evaluating)
- Discussion/selection of boundary or direction for community input

Projected Work Plan

The following work plan reflects the discussion between District staff and the DI-Dolinka team on August 4, 2011 resulting in a modification of the Scope of Services written in our initial response to the RFQ No. 9-1011. It reflects a focus on a process in which the board members are the active participants providing input and response to proposed scenarios.

Projected Work Plan

There are two parts to the work plan. The first part involves the initial compliance analysis. This analysis will determine if the district has trustee areas that are out of compliance. The second part involved the process of adjusting the trustee areas so that they return to compliance. This process is designed to include the governing board and executive staff. Parts 1 and 2 are fixed prices. The option of adding community meetings is also priced but not assumed.

Proposed Work Plan		
Tasks		Est. Fees
Part 1: Compliance Analysis of Current Trustee Areas		
Digitize and verify current Trustee Areas		
Conduct compliance analysis		
Prepare report		
Subtotal		**$1,925**
Part 2: Modification and Adjustment of Trustee Areas to Meet Compliance		
A. Board of Education & Staff Work		
Three board workshops		
Development of conceptual scenarios		
Revision of scenario		
Meetings/calls with staff		
B. Assist in County Approval Process		
Prep for county community meeting		
County committee		
Subtotal		**$10,350**
Total: Parts 1 and 2	**0**	**$12,275**
Options to the Work Plan*		
Community Meetings (assume 4 at 2hrs each)		
Prep for community meeting		
Three community meetings		
Subtotal		**$3,000**
Additional Board meetings (as needed billed at standard billing rates)		

* Realizing the final work plan design is still somewhat fluid, we have tried to anticipate possible additions to the plan in the table. These items would be in addition to the current work plan and pricing and would be billed at the DI-Dolinka Team standard consulting rates. NOTE: At no point would the DI-Dolinka Team add to the design or incur any additional work or costs without prior consultation and authorization by the District.

DecisionInsite-Dolinka Group Standard Consulting Rates

Additional work requests made by the District beyond the work plan above would be billed according our standard consulting rates as reflected in the table below.

DI-Dolinka Consultant Billable Rates	Hourly Rate
Consultants	
Present/Facilitate	$250
Preparation/Analysis	$150
GIS Technical Services	$85

Milestones and Production Schedule

Timeliness is important in this process. The District must have this process complete and submitted to the county by March 1, 2012. Therefore the DI-Dolinka Team proposes the following Milestone Timeline. It is intended to provide sufficient time between each to accomplish the specific tasks at each step.

Milestones	Target Date
Contract Signed	August 26, 2011
Compliance Analysis Complete	September 16, 2011
Initial Scenarios Presented	October 15, 2011
Preferred Scenario Identified	December 1, 2011
County Committee Approval	March 1, 2012

Reimbursable Expenses

The District will be responsible for any reimbursable expenses incurred up to but not exceeding $500. Reimbursables that would exceed this will not be expended without prior district approval.

Invoicing and Payments

DecisionInsite will invoice the District monthly for work complete plus any reimbursable expenses.

Account and Project Management

Oversight of this entire project will be handled by Mr. Michael Regele, President and CEO of DecisionInsite, LLC. His contact information follows.

Mregele@decisioninsite.com or by phone877.204.1392, ext. 112

The Account Manager for this contract will be Mr. Ron Van Orden, Director of Business Development and Sales for DecisionInsite. Mr. Van Orden will manage all aspects of the business and contractual relationship once an agreement is in place. His contact information follows.

Rvorden@decisioninsite.com or by phone 877.204.1392, ext. 149

The Project Manager on this contract will be Dr. Dean Waldfogel, Vice President of DecisionInsite. Specific tasks are assigned to DecisionInsite production staff based upon the expertise required. Dr. Waldfogel will coordinate and direct all consulting activities for the District under this agreement. His contact information follows.

Dwaldfogel@decisioninsite.com or by phone 877.204.1392, ext. 111

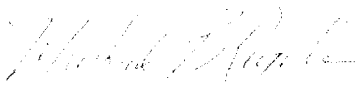
Working in conjunction with Dr. Waldfogel will be Mr. Larry Ferchaw, Senior Director with the Dolinka Group. His contact information follows.

lferchaw@dolinkagroup.com or by phone 949.250.8300

Acceptance of Agreement

If the terms of this proposal are acceptable to the District, a separate document will be provided for signature. We look forward to working with you and your District.

Best Regards,



Michael B. Regele
President
DecisionInsite, LLC

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

President Brick called the meeting to order at 6:00 p.m. and announced that closed session agenda item 3C, CSEA/CUEA/CUMA/Teamsters negotiations was being pulled from the agenda. The Board recessed to closed session at 6:03 p.m. to discuss Public Employee Appointment/Employment and confer with Real Property Negotiators.

The regular meeting of the Board reconvened to open session and was called to order by President Brick at 7:00 p.m.

The Pledge of Allegiance was led by President Brick.

Present: Trustees Addonizio, Alpay, Brick, Hatton, Palazzo, and Pritchard
Absent: Trustee Bryson

Permanent Record

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

Adoption of the Board Agenda

It was moved by Trustee Alpay, seconded by Trustee Pritchard, and carried by a 6-0 vote to adopt the Board agenda.

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

President's Announcement

President Brick asked Vice President Pritchard to facilitate the meeting.

President's Report From Closed Session Meeting

Trustee Pritchard reported the following action taken during closed session:

Agenda Item #3 A1 – Public Employee Appointment/Employment:

The Board voted by a 6-0 vote to approve the appointment of Debbi Keeler, Director IV, Early Childhood Programs.

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

Agenda Item #3 A2 – Public Employee Appointment/Employment:

The Board voted by a 6-0 vote to approve the appointments of Carole Omori-Browne and Virginia Perez, Supervisor IV, Early Childhood Programs.

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

Agenda Item #3 B – Conference with Real Property Negotiators: The Board provided direction to the property negotiators.

Agenda Item #3 C – CSEA/CUEA/CUMA/Teamsters Negotiations: This item was pulled prior to recessing to closed session.

Board and Superintendent Comments

Trustee Hatton stated she wanted to call attention to SB 547 by Darrell Steinberg that imposes a major overhaul of the Academic Performance Index (API) measurement of school success and develops an Education Quality Index (EQI). The EQI would replace the API and consist of a State Assessment Index, Graduation Rate Index, College Preparedness Index, and Career Readiness Index.

Trustee Palazzo requested staff review the budget information posted on the website and provide clarification between the statement, the Board adopted a balanced budget on June 29, 2011, and the pie charts of revenue and expenses; provide the cost of taking the Trustees' pictures by the student photographer (twice) and the cost to have a professional photographer retake the pictures; and research and report the number of student minimum days and student holidays approved by the Irvine, Newport-Mesa, Saddleback, and Santa Ana unified school districts.

Oral Communications

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

There were no speakers.

DISCUSSION/ACTION

Handwriting Without Tears
Agenda Item 6

Assistant Superintendent Julie Hatchel stated the Board adopted *Handwriting Without Tears* in 2006 as the District's pre-school through grade 5 handwriting program. Teachers were trained to use *Handwriting Without Tears* methodologies to teach letter formation. In 2009, budget cuts made it necessary to eliminate District funding of approximately $160,000 for the *Handwriting Without Tears* student materials. This left teachers without handwriting student workbooks or practice worksheets. Some sites and the Special Education Department have continued to purchase student materials with categorical, site, or PTA funds with the belief that it was the intent of the Board to eliminate Districtwide funding of the program rather than the program itself. Because those sites used categorical funds, there has been no financial impact to the general fund.

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Brick, and motion carried by a 4-2 vote to approve the purchase of *Handwriting Without Tears* supporting materials with categorical, site or PTA funds.

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

Title I Minimum Day Dismissal Times
Agenda Item 7

Assistant Superintendent Julie Hatchel stated the proposal to establish a single minimum day dismissal time for Title I elementary schools was reviewed and supported by the District Restructuring Council (DRC). Currently the District elementary schools have four different minimum day dismissal times. Instructional minutes on the parent conference days, Back-to-School Night, and Open House will be extended so that the dismissal time coincides with contractual planning time for staff. In standardizing this schedule, Title I schools teach an additional 30 minutes on conference days and 55 minutes on Open House and Back-to-School Night. Dismissal times for ACE days are 5 minutes earlier than other District schools. With the proposed schedule, Title I schools work 160 additional instructional minutes through the year. To compensate for this, the DRC proposal seeks approval to add two minimum days to the calendar year for Title I schools, and adjust the dismissal time on the last day of school. This equalizes the number of instructional minutes for each of our schools across the District. The addition of these two minimum days meets the requirements of the Education Code.

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Hatton, and motion carried by a 5-1 vote to approve the Minimum Day Dismissal Time Schedule at Title I elementary schools.

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

Board Agenda Format Review Agenda Item 8

Trustee Addonizio stated after using the new agenda format for several months there is a need for Trustees to review and discuss changes. Trustees requested the following changes and additions to the format: include a staff report in front of exhibits/attachments; include financial impact of each item; relate the pillar from the Strategic Plan on items; and match agenda item numbers with tab numbers for exhibits.

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried by a 5-1 vote to approve the agenda format changes beginning with the August 24, 2011, Board agenda.

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

Board Policy Revisions Agenda Item 9

Executive Director Jeff Bristow presented for second reading the revisions to Board Policy 1312.4, *Williams Uniform Complaint Procedures.* Mr. Bristow explained the new ACLU settlement requirements are the reason for the revision to this policy.

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried by a 6-0 vote to approve revisions to Board Policy 1312.4, *Williams Uniform Complaint Procedures.*

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

Board Policy Revisions Agenda Item 10

Executive Director Jeff Bristow presented for second reading the revisions to Board Policy 4031, *Complaints Concerning Discrimination in Employment.* Mr. Bristow stated this item had not been changed since 2005 and the revisions are to clarify the process to file a complaint concerning discrimination.

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried by a 6-0 vote to approve revisions to Board Policy 4031, *Complaints Concerning Discrimination in Employment.*

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

Board Policy Revisions Agenda Item 11

Executive Director Jeff Bristow presented for second reading the revisions to Board Policy 4161.8/4261.8/4361.8, *Family Care and Medical Leave.* Mr. Bristow stated this item had not been revised since 1999 and due to federal and case law changes updates to this policy were needed.

It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to approve revisions to Board Policy 4161.8/4261.8/4361.8, *Family Care and Medical Leave*.

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

Trustee Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Items #17 and #21 were pulled.

Items Pulled from the Consent Calendar

CONSENT CALENDAR

It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to approve the following Consent Calendar items:

Minutes of the June 29, 2011, regular Board meeting; minutes of the July 11, 2011; regular Board meeting; and minutes of the July 13, 2011, special Board meeting.

Minutes
Agenda Item 12

Prior to the roll call vote on all Consent items not pulled, Trustee Alpay stated he was abstaining from voting on the July 13 meeting because he did not attend the meeting. Trustee Palazzo stated she was abstaining from voting on the minutes of July 11 and July 13 as she did not attend those meetings.

California Department of Education Child Development Division Agency Report for Cal-Safe.

CDE Report for Cal-Safe
Agenda Item 13

California Department of Education Child Development Division Agency Report.

CDE Report
Agenda Item 14

Memorandum of Understanding to provide school district contact information for No Child Left Behind private school outreach.

Memorandum of Understanding
Agenda Item 15

Orange County Therapy Services.

Amendment to Agreement
Agenda Item 16

Staff development training, Action Learning Systems, Inc.

Independent Contractor
Agenda Item 18

Counseling art assemblies, staff development workshops, and studio art programs, Art Masters, Inc.

Independent Contractor
Agenda Item 19

Professional development training, Center for Applied Linguistics.

Independent Contractor
Agenda Item 20

Award of Bid No. 1112-04, Outsource Transportation Service, American Logistics Company.

Award of Bid
Agenda Item 22

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

Master Contract
Agenda Item 17

Trustee Hatton stated it was important to her to have a yearly evaluation of outside programs for tracking purposes. Assistant Superintendent Sara Jocham replied the California Department of Education has a cycle for evaluating agencies and some districts and SELPAs do their own evaluations as well. Mrs. Jocham stated she plans to visit and talk with staff regarding the non-public schools currently being used by the District. Trustee Hatton requested staff to submit a plan for evaluating non-public agencies and non-public schools.

It was moved by Trustee Hatton, seconded by Trustee Alpay, and motion carried by a 6-0 vote to approve the Center for Autism Resources, Evaluation and Services, aka CARES, a non-public agency.

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

Agreement Extension
Agenda Item 21

Trustee Palazzo asked why the District agreed to reduce the rate of the contract for this year. Director Mike Patton stated Santa Margarita Catholic High School asked if the District would lower the rate due to financial constraints they are facing. The high school asked for the rate to be lowered to $80 per hour and the District offered to reduce the rate to $90 per hour, which the high school accepted. Mr. Patton stated the reduction maintains a good relationship with the high school for future contract opportunities.

It was moved by Trustee Palazzo, seconded by Trustee Hatton, and motion carried by a 6-0 vote to approve School Bus Service Agreement No. 10910045, Santa Margarita Catholic High School.

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

Adjournment

It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to adjourn the meeting.

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

Vice President Pritchard announced the meeting adjourned at 7:48 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
AUGUST 8, 2011
EDUCATION CENTER – BOARD ROOM

President Brick called the meeting to order at 5:30 p.m. The Board recessed to closed session to: discuss Public Employee Discipline/Dismissal/Release; Public Employee Appointment/Employment; confer with Legal Counsel regarding Existing Litigation; confer with Legal Counsel regarding Anticipated Litigation; discuss CSEA/CUEA/ CUMA/Teamsters negotiations; discuss Student Expulsions (3 cases); and discuss Public Employee Performance Evaluation.

The regular meeting of the Board reconvened to open session and was called to order by President Brick at 7:00 p.m.

The Pledge of Allegiance was led by President Brick.

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

Permanent Record

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

Adoption of the Board Agenda

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

President's Announcement

President Brick asked Vice President Pritchard to facilitate the meeting.

President's Report From Closed Session Meeting

Trustee Pritchard reported the following action taken during closed session:

Agenda Item #3 A – Public Employee Discipline/Dismissal/Release: No action was taken.

Agenda Item #3 B1 – Public Employee Appointment/Employment:

The Board voted by a 7-0 vote to approve the appointment of Joshua Wellikson, Principal, Don Juan Avila Middle School.

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

Agenda Item #3 B2 – Public Employee Appointment/Employment:

The Board voted by a 7-0 vote to approve the appointment of David Carter, Executive Director, Fiscal Services.

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

Agenda Item #3 C – Conference with Legal Counsel – Existing Litigation:
Lopez v. Capistrano Unified School District

The Board voted by a 7-0 vote to authorize counsel to file a cross complaint in this matter.

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

Agenda Item #3 D – Conference with Legal Counsel – Anticipated Litigation:

The Board voted by a 7-0 vote to deny the request to present a late claim.

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

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

Agenda Item #3 F1-F3 – Student Expulsion by Stipulated Agreement:

The Board voted by a 7-0 vote to expel the following students by stipulated agreement: Case #2011-111, #2011-112, and #2011-113.

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

Agenda Item #3 G – Public Employee Performance Evaluation – Superintendent:

No action was taken.

Special Recognitions

John Nichols and Allyson Ward were recognized for having perfect attendance from kindergarten through twelfth grade.

Board and Superintendent Comments

Trustee Bryson referenced the recent Orange County Register article on Dr. Farley's first year in the District and commented she is pleased and proud to work with him.

Trustee Hatton congratulated Assistant Superintendent Julie Hatchel and her team for acquiring a waiver for supplemental educational services so the District can provide after-school tutoring rather than contracting outside providers for this service. Trustee Hatton stated she would like to agendize renaming the new online high school for marketing purposes. Trustees Alpay and Bryson both stated they would like to participate on the subcommittee if the Board decides to rename the school.

Trustee Palazzo thanked Executive Director Pam Watkins for answering her questions and the impromptu in-service on the District's transitional kindergarten program. Trustee Palazzo was pleased staff will be presenting a report on the transitional kindergarten plan in September.

Oral Communications

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

There were no speakers.

DISCUSSION/ACTION

Academic Design and Delivery Initiative Report
Agenda Item 7

Assistant Superintendent Julie Hatchel stated the Academic Design and Delivery Initiative was a perfect fit for all students and was selected to close the achievement gap. Primarily focusing on the English learner, the Initiative was designed to provide teachers with an organizational tool of best instructional practices and peer coaching to maximize student achievement. Mrs. Hatchel commented the Academic Design and Delivery Initiative is funded with categorical funds. Preliminary results from the STAR testing indicate that the program is very successful. Mrs. Hatchel introduced Director Amy Bryant to present a PowerPoint end-of-the-year report. Dr. Bryant discussed the eight components of Sheltered Instruction Observation Protocol, participating schools, initiative outcomes, initiative targets, what worked well in year one, lessons learned, and the next steps.

Trustee Hatton requested staff present a more in-depth study session on this topic.

Community Facilities District Budgets
Agenda Item 8

This item was pulled from the agenda on August 5, 2011, and will be brought back to the August 24, 2011, Board meeting.

Facilities Use Program Update
Agenda Item 9

Deputy Superintendent Ron Lebs introduced Director Mike Patton who presented a PowerPoint of the new online electronic use of facilities scheduling and billing system. Mr. Patton explained the new process promotes and ensures accountability and uniformity of all facilities users. By eliminating the manual aspects of the system, accountability and consistent compliance with District policies regarding facility use will be enhanced. The new web-based system eliminates the need for schools to manually input data into school calendars and places all data entry responsibilities upon the requestor. This system improves efficiency and accuracy of the facility use process.

Trash Service Bid Award
Agenda Item 10

Deputy Superintendent Ron Lebs reported this contract provides competitive, set pricing for the collection, recycling, and disposal of solid waste at all District sites and provides a more efficient method of collection and recycling.

Following discussion, it was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried unanimously to approve the award of bid for service to collect, recycle, and dispose of solid waste throughout the District to CR&R.

Temporary Interfund Transfers
Agenda Item 11

Deputy Superintendent Ron Lebs stated a request to authorize interfund loans between funds is made every year. Due to the nature of the current budget situation, it is necessary to secure flexibility to balance certain cash flow issues as they arise during fiscal year 2011-2012.

It was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried unanimously to approve Resolution No. 1112-10 authorizing temporary interfund transfers.

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

Deputy Superintendent Ron Lebs reported there have been no changes to the report since last month.

Division of State Architect
Agenda Item 12

Prior to the consideration of the Consent Calendar, Deputy Superintendent Ron Lebs informed the Board of corrections to Resolution No. 1112-03 (page 154), and Resolution No. 1112-09 (page 202). The fiscal year should be 2011-2012 not 2010-2011 as typed on those pages.

Correction

Trustee Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Items #19, #22, #42, and #43 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:

Conflict of Interest Code Designated Filers amendment.

Conflict of Interest Code Amendment
Agenda Item 13

Expunging of expulsion record: Case #2011-033.

Expunging of Expulsion Records
Agenda Item 14

Readmission of students from expulsion: Case #2010-132 and #2011-039.

Expulsion Readmissions
Agenda Item 15

AP French Language and Culture.

Instruction Materials
Agenda Item 16

International Baccalaureate (IB) French IV Standard Level and IB French Higher Level.

Instruction Materials
Agenda Item 17

AP Computer Science.

Instruction Materials
Agenda Item 18

IB Biology Higher Level.

Instruction Materials
Agenda Item 20

California Interscholastic Federation representatives for 2011-2012.

CIF Representatives
Agenda Item 21

Resolution No. 1112-01, authorizing levy of Special Tax in CFD No. 87-1.

CFD 87-1
Agenda Item 23

Resolution No. 1112-02, authorizing levy of Special Tax in CFD No. 88-1.

CFD 88-1
Agenda Item 24

Resolution No. 1112-03, authorizing levy of Special Tax in CFD No. 90-2.

CFD 90-2
Agenda Item 25

Resolution No. 1112-04, authorizing levy of Special Tax within Improvement Area 2002-1 in CFD No. 90-2.	**CFD 90-2** **Agenda Item 26**
Resolution No. 1112-05, authorizing levy of Special Tax in CFD No. 92-1.	**CFD 92-1** **Agenda Item 27**
Resolution No. 1112-06, authorizing levy of Special Tax in CFD No. 94-1.	**CFD 94-1** **Agenda Item 28**
Resolution No. 1112-07, authorizing levy of Special Tax in CFD No. 98-1.	**CFD 98-1** **Agenda Item 29**
Resolution No. 1112-08, authorizing levy of Special Tax in CFD No. 98-2.	**CFD 98-2** **Agenda Item 30**
Resolution No. 1112-09, authorizing levy of Special Tax in CFD No. 2004-1.	**CFD 2004-1** **Agenda Item 31**
Revised facility use agreement with Oxford Preparatory Academy.	**Oxford Preparatory Academy** **Agenda Item 32**
Calvary Chapel South County.	**Rental Agreement** **Agenda Item 33**
Psychological assessments, Center for Learning & Behavioral Solutions, Incorporated.	**Independent Contractor Agreement** **Agenda Item 34**
Independent educational evaluation services, Let's Talk Speech & Language Therapy.	**Independent Contractor Agreement** **Agenda Item 35**
Independent educational evaluation services, Susanne Smith Roley.	**Independent Contractor Agreement** **Agenda Item 36**
Independent educational evaluation services, Susan Meyers Fosnot.	**Independent Contractor Agreement** **Agenda Item 37**
Speech and language services for the Learning Link program at Las Palmas Elementary School and San Juan Elementary School, Christine Stein.	**Independent Contractor Agreement** **Agenda Item 38**
After School Education and Safety program at Viejo Elementary School, YMCA of Orange County.	**Independent Contractor Agreement** **Agenda Item 39**

After School Education and Safety program at Kinoshita Elementary School, YMCA of Orange County.

Independent Contractor Agreement
Agenda Item 40

After School Education and Safety program at R.H. Dana Elementary School, YMCA of Orange County.

Independent Contractor Agreement
Agenda Item 41

Beverage vending service, Coca-Cola Bottling Company of Southern California.

Agreement Extension
Agenda Item 44

Snack vending service, Vending+Plus.

Agreement Extension
Agenda Item 45

Piggyback with Redlands Unified School District Bid No. 4-11, Furniture, Filing, and Office Equipment, various vendors and manufacturers.

Furniture, Filing, Office Equipment
Agenda Item 46

Award of Bid No. 1112-01, Audio Visual Equipment to various vendors.

Audio Visual Equipment
Agenda Item 47

Advertise for bids for tree trimming maintenance services.

Tree Trimming Maintenance Services
Agenda Item 48

Resignations, retirements, and employment of classified personnel.

Resignations/ Retirements/ Employment
(Classified Personnel)
Agenda Item 49

Resignations, retirements, and employment of certificated personnel.

Resignations/ Retirements/ Employment
(Certificated Personnel)
Agenda Item 50

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

Trustee Bryson stated she was concerned the Instructional Materials Review Committee didn't more closely review the widely-used Introduction to Poetry by X.J. Kennedy and Dana Gioia when they made their selection. Trustee Bryson requested Introduction to Poetry be considered for Advanced Placement English Literature and Composition classes in the future.

Instruction Materials
Agenda Item 19

It was moved by Trustee Addonizio, seconded by Trustee Hatton, and motion carried by a 6-0 vote to approve AP English Literature and Composition.

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

Purchase Orders/Warrants
Agenda Item 22

Trustee Bryson questioned staff regarding checks paid to SDG&E; Tutoring Plus, Incorporated; and Corvel Corporation. Trustee Bryson asked staff when the last time SDG&E meters were checked and certified at school sites. Deputy Superintendent Ron Lebs replied he would research and report his findings. Trustee Bryson asked if staff had requested a 10 percent reduction from Tutoring Plus, Inc. for their services. Assistant Superintendent Julie Hatchel explained Tutoring Plus was an after-school program the District is mandated to provide due to NCLB legislation and was selected from a state list of vendors. Mr. Lebs reported Corvel Corporation is a third party workers comp claims' administrator and the checks were reimbursements for claims they had paid.

It was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried unanimously to approve the purchase orders, warrants, and previously Board approved bids and contracts as listed.

Independent Contractor Agreement
Agenda Item 42 & 43

Trustee Palazzo stated she is concerned about students from the Las Palmas and San Juan elementary school boundary areas who were not allowed to attend their home school, because they moved into the neighborhoods in or after first grade, but qualify to receive After School Education and Safety (ASES) program services. Assistant Superintendent Julie Hatchel stated she is researching if qualified students, who are not able to attend their home schools, can attend the ASES program. Mrs. Hatchel added she learned, from her research, that students currently attending Las Palmas and San Juan elementary schools can be prioritized for services based on academic need.

Trustee Palazzo requested one motion and vote for both items.

It was moved by Trustee Palazzo, seconded by Trustee Bryson, and motion carried unanimously to approve the After School Education and Safety program at San Juan Elementary School, YMCA of Orange County and After School Education and Safety program at Las Palmas Elementary School, CampCo.

Adjournment

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

Vice President Pritchard announced the meeting adjourned at 8:16 p.m.

_____
Board Clerk

_____
Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

MEMORANDUM OF UNDERSTANDING BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT AND CITY OF DANA POINT

This Memorandum of Understanding ("MOU") is entered into between the Capistrano Unified School District ("CUSD"), and the City of Dana Point ("City"). CUSD and City are collectively referred to as the "Parties".

RECITALS

1. CUSD and the City seek to provide a safe school environment in which students are afforded the best opportunity to succeed academically and socially.

2. CUSD and the City recognize that high school students face many challenges in contemporary culture, including situations that require them to make decisions about the use of alcohol, tobacco, and other drugs.

3. CUSD and the City also understand that high school students who make unfortunate decisions about the use of alcohol, tobacco and other drugs, should be identified at the earliest possible point so appropriate interventions, support, and assistance may be provided to them through school, community or regional services. CUSD and the City choose to be proactive in directing efforts that promote respectable, productive student behavior and conduct requisite to sustain a high quality of life.

4. CUSD and the City desire to build on this joint commitment by continuing the School Intervention Program at Dana Hills High School ("DHHS") that was first introduced at the school during the 2008-2009 school year.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and on the terms and conditions set forth herein, the Parties agree as follows:

1. Purpose

The School Intervention Program shall provide services that will educate and offer guidance to the students and parents of DHHS regarding a drug and alcohol free environment, and thus reduce the incidences of risky behavior amongst the youth of DHHS. The success of the School Intervention Program relies on effective communication between the Intervention Consultant, Dana Point Police Services School Resource Officer ("DPPS SRO") provided by the City, the Principal of DHHS, and other key staff members of the City and DHHS.

2. Intervention Consultant

The City will appoint an Intervention Consultant who will strive to accomplish the goals of the School Intervention Program on the DHHS campus. The Intervention Consultant is an independent contractor employed by the City. He/she will report directly to the DHHS principal and indirectly to the Assistant City Manager.

3. Duties of the Intervention Consultant

The duties of the Intervention Consultant will include the following:

a. The Intervention Consultant will provide expertise and resources to assist DHHS employees, and the DPPS SRO, in assessing student needs and creating appropriate prevention measures, referrals, education programs and resources to prevent substance abuse and reduce risky behavior amongst DHHS students.

b. The Intervention Consultant will work with DHHS administrators and the DPPS SRO to create a Stop-In-Center on the DHHS campus for students who wish to discuss issues regarding substance abuse and risky behaviors.

c. The Intervention Consultant will provide faculty in-services subject to the prior approval of the DHHS Administration.

d. The Intervention Consultant will work with DHHS administrators and the DPPS SRO to provide parent forums in coordination with the school organizations.

e. The Intervention Consultant will work with DHHS administrators and the DPPS SRO to provide student presentations that best fit the needs of the DHHS students.

f. The Intervention Consultant will confer with the DHHS administrative team on an ongoing basis.

g. The Intervention Consultant's schedule will be determined by mutual agreement of DHHS administration and the DPPS SRO.

h. The Intervention Consultant will document and log all student contacts in a manual that will be accessible to DHHS administrators.

i. The Intervention Consultant will notify the DPPS SRO and DHHS administration of any information that pertains to the physical safety of students at DHHS or possible criminal activity associated with risky behaviors.

j. The Intervention Consultant's scope of work is limited to CUSD property and/or school sanctioned events. Under no circumstances shall the Intervention Consultant perform the duties outlined in this MOU outside these boundaries, without direction of City of Dana Point Police Services personnel or a CUSD administrator, and written permission of the student's parent or

legal guardian. Such required prior, written consent shall be in a format prescribed by CUSD and filed with DHHS administration.

k. In the event that the Intervention Consultant comes into contact with a student or family who needs assistance outside of the realm of the Intervention Consultant's expertise or qualifications, the Intervention Consultant shall refer students and families to an impartial, not for profit organization which is qualified to provide outreach, education and assistance to families dealing with substance abuse such as the Parents' Resource Institute for Drug Education (PRIDE).

l. The Intervention Consultant shall not endorse any individual, business or association to further his/her personal financial or individual interest.

m. The Intervention Consultant shall report any known or suspected instance of child abuse or neglect to the appropriate child protective agency immediately or as soon as practically possible in accordance with the provisions of California Penal Code sections 11165.7, 11166 and 11167.

4. Supervision

a. The Intervention Consultant shall be supervised by the DHHS principal and the Assistant City Manager.

b. The Assistant City Manager shall ensure that open lines of communication are in place between DHHS administrators and DPPS personnel.

c. The Assistant City Manager, the DPPS administrative sergeant and the Intervention Consultant shall meet with the DHHS principal as needed throughout the school year to evaluate the Intervention Consultant's performance, determine whether improvements to the School Intervention Program are needed, and identify and resolve any issues or concerns.

5. CUSD Obligations

a. The DHHS principal shall facilitate effective communications between the Intervention Consultant and the DHHS staff.

b. The DHHS principal shall meet as needed with the Intervention Consultant, the Assistant City Manager, and/or the DPPS administrative sergeant.

c. CUSD shall provide a work area for the School Intervention Program's Stop-in Center that is equipped with a telephone. Every effort will be made to provide the Intervention Consultant with a work area that affords the Intervention Consultant the opportunity to conduct confidential conversations.

6. Term

The term of this MOU shall be from July 1, 2011 through June 30, 2012. It shall be reviewed prior to the conclusion of the school year. The City and CUSD shall have to option to extend the agreement for three, one (1) year extensions if the Parties so desire.

7. Termination

Either Party may terminate this Agreement, with or without cause at any time, by giving the other Party thirty (30) days written notice.

8. Liability Assurances

a. CUSD shall defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of CUSD, its officers, agents or employees.

b. The City shall defend, indemnify and hold CUSD, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of the City, its officers, agents or employees.

c. The City further agrees to waive all rights of subrogation against CUSD. This provision does not apply to any damage or losses caused by sole negligence of the CUSD or any of its agents or employees.

d. If judgment is entered against both the City and the CUSD by a court of competent jurisdiction because of their concurrent negligence, the City and CUSD agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

9. Relationship of the Parties

a. None of the employees of any Party to this MOU shall be considered an employee of any of the other Parties, nor shall such employees be entitled to any of the benefits which pertain to employees of any of the other Parties. Each Party shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, representatives and employees in performing services pursuant to this MOU.

b. The Parties agree that this MOU is made solely for the benefit of the Parties, and no third person or entity shall be deemed to have any rights or remedies hereunder, except as provided in this MOU.

10. Miscellaneous Provisions

a. Authority. The undersigned individuals hereby represent that they are authorized to execute this Agreement on behalf of their respective organizations, and each party represents that this Agreement constitutes a legal and binding obligation of the Parties.

b. Severability. It is agreed that if any provision of this Agreement shall be determined to be void by a court of competent jurisdiction, then so long as such determination shall not affect any other material provisions of this Agreement and continue to allow this Agreement to be performed in the reasonable expectations of both Parties, then this Agreement and all such other provisions shall remain in full force and effect.

c. Notices. Any notice required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed via first class mail, or by a reputable overnight delivery service, or by personal delivery, and directed to the address of such Party set forth below:

CITY OF DANA POINT CONTACT INFORMATION:	Douglas Chotkevys, City Manager 33282 Golden Lantern Dana Point, CA 92629
CAPISTRANO UNIFIED SCHOOL DISTRICT CONTACT INFORMATION:	Dr. Joseph M. Farley, Superintendent 33122 Valle Road San Juan Capistrano, CA 92675

d. Complete Agreement. This Agreement represents the Parties' final and complete agreement, and this Agreement shall supersede all other understandings, discussion and/or agreements between the Parties with regard to the subject matter in the Agreement.

e. Modification/Amendment: This Agreement cannot be changed or supplemented orally. It may be amended, modified or superseded only by a written instrument approved and executed by the Parties.

f. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California and in effect at the time of the execution of this Agreement.

g. Counterparts. The Parties agree that separate copies of this Agreement be signed by each of the Parties to the Agreement and these copies will have the same force and effect as if the original had been signed by all Parties.

h. Subject Headings. The subject heading of the paragraphs in this MOU are included solely for the purposes of convenience and references and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any provision of this MOU.

i. **No Interpretation Against Drafting**. This MOU has been negotiated at arm's length between the Parties hereto. Accordingly, any rule or law or legal decisions that would require interpretation of any ambiguities in this MOU against the party that has drafted the applicable provisions, is not applicable and is waived. The provisions of this MOU shall be interpreted in a reasonable manner to effect the purpose of the Parties.

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

CITY OF DANA POINT

Signature: _____

Name: Douglas J. Chotkevys

Title: City Manager

Date: 07-28-11

ATTEST:

_____

Approved As to Form by the City Attorney
for the City of Dana Point, California

CAPISTRANO UNIFIED SCHOOL DISTRICT

Signature: _____

Name: _____

Title: _____

Date: _____

_____

Approved As to Form by Legal Counsel
for the Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1112-11

ACCEPTANCE OF 2011-2012 CALIFORNIA STATE FUNDED PRESCHOOL CONTRACT

BE IT RESOLVED that the Board of Trustees of the Capistrano Unified School District authorize entering into local agreement number CSPP-1335 with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for the Fiscal Year 2011-2012.

Name	Title	Signature
Pam Watkins	Executive Director II Elementary and Early Childhood Programs	_____
Debra R. Keeler	Director IV Early Childhood Programs	_____

PASSED AND ADOPTED this 24th day of August 2011, by the Board of Trustees of the Capistrano Unified School District of Orange County, California.

I, _____, Secretary to the Board of Trustees of Capistrano Unified School District of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

_____ _____
Secretary to the Board of Trustees Date

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 11 - 12

Amendment 01

DATE: July 01, 2011

CONTRACT NUMBER: CSPP-1335
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 30-6646-00-1

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
AB 114 RESTORATION/FT&C CHANGE

CONTRACTOR'S NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2011 designated as number CSPP-1335 and , shall be amended in the following particulars but no others:

The 2011-12 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2011-12 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to $2,333,773.00 and inserting $2,401,877.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be $34.38. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 67,882.0 and inserting 69,863.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 246. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING: Margie Burke, Manager	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE: Contracts, Purchasing & Conference Services	ADDRESS

AMOUNT ENCUMBERED BY THIS DOCUMENT: $ 68,104	PROGRAM/CATEGORY (CODE AND TITLE): Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT: $ 2,333,773	(OPTIONAL USE): See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE: $ 2,401,877	ITEM: See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE): 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER: See Attached					

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CONTRACTOR'S NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-1335

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE
$ 0	Child Development Programs		Federal
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE)0656	FC# 93.596	PC# 000321
$ 67,907	13609-6646		
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001	CHAPTER	STATUTE / FISCAL YEAR
$ 67,907	6110-194-0890	33	2011 / 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE)		
	702 SACS: Res-5025 Rev-8290		

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE
$ 0	Child Development Programs		Federal
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE)0656	FC# 93.575	PC# 000324
$ 37,382	15136-6646		
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001	CHAPTER	STATUTE / FISCAL YEAR
$ 37,382	6110-194-0890	33	2011 / 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE)		
	702 SACS: Res-5025 Rev-8290		

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE
$ 59,260	Child Development Programs		General
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE)0656		
$ 2,035,898	23038-6646		
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.010.	CHAPTER	STATUTE / FISCAL YEAR
$ 2,095,158	6110-196-0001	33	2011 / 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE)		
	702 SACS: Res-6105 Rev-8590		

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE
$ 8,844	Child Development Programs		General
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE)0656		
$ 192,586	23254-6646		
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.001	CHAPTER	STATUTE / FISCAL YEAR
$ 201,430	6110-194-0001	33	2011 / 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE)		
	702 SACS: Res-6105 Rev-8590		

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

T.B.A. NO. | B.R. NO.

DATE

CHILD CARE AND DEVELOPMENT
2011–12 LANGUAGE CHANGES TO
THE FUNDING TERMS AND CONDITIONS (FT&C)

These changes apply to the FT&C for the following contract type: **CSPP**

Note: The page numbers cited may be a few pages off.

Amend Section I., DEFINITIONS as follows (p.4)

"Child care and development programs" means those programs that offer a full range of services for children from infancy to 13 years of age for any part of the day, by a public or private agency, in centers and family child care homes. These programs include, but are not limited to, all of the following:

(1) General child care and development.

(2) Migrant child care and development.

(3) Child care provided by the California School Age Families Education Program (Article 7.1 (commencing with Section 54740) of Chapter 9 of Part 29 of Division 4 of Title 2).

(4) California state preschool program.

(5) Resource and referral.

(6) Child care and development services for children with exceptional needs.

(7) Family child care home education network.

(8) Alternative payment.

(9) Schoolage community child care.

~~"Child care and development programs" means those programs that offer a full range of services for any part of a day, by a public or private agency, in centers and family child care homes to children from infancy to 10 years of age or younger, children with exceptional needs to age 21, children 12 years of age or younger who are homeless, receiving child protective services or identified as at risk of abuse, neglect, or exploitation, children requiring at least one hour of care during non-traditional hours. Contractors shall only expend funds to provide services to those 11 and 12 year olds that meet the exceptions, unless the department determines and notifies contractors that funding is available. These programs include, but are not limited to, all of the following:~~

~~1. General child care and development.~~
~~2. Migrant child care and development.~~

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Frances Kramer 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:** Training for District teachers on strategies to enhance language acquisition, academic language, comprehension and writing and using visual tools.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on August 25, 2011, and will diligently perform as required and complete performance by June 30, 2012.

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

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 DISTRI CT 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:

Frances Kramer
29 Hunter
Irvine, CA 92620

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

21. 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 25th DAY OF August, 2011.

Capistrano Unified School District
Name of District

By: _____

Terry Fluent
Typed Name

Director, Purchasing
Title

August 24, 2011
Board Approval Date

Initials/Date _____

Frances Kramer
Contractor Name

Signature: _____

Frances Kramer
Typed or Printed Name

_____
Title

_____
Taxpayer Identification Number

FEE SCHEDULE



Fran Kramer, Consultant for **KTK Educational Consulting**

Contact: **Frances Kramer**

Address: **29 Hunter Irvine CA 92620**

Phone: **HM. 714 552-5967 C. 949 241-5107 WK. 714 972-6700**

Fax No. **714 552-5967**

Email: **ImfrannieK@aol.com**

Description of Services: **Kindergarten and 1st grade Specialist, Consultant and Curriculum Writer focusing on language acquisition and academic language, comprehension and writing, using visual tools for Kindergarten and First Grade.**

Rate of Pay & Expenses: **All presentations include: training, application, and materials made specifically for your district needs. Expenses for the trainer's planning are included in the payment for a full day:**

Full Day (6 hrs.) **$1200.00**

½ Day (3 hrs.) **$600.00** (If you choose to add a trainer, ex.: K/1 trainer and 2/5 trainer, the price decreases. **350.00** per consultant for ½ day) for 1st year

After School Training: **$300.00** 1½ - 2 hour Training, including materials

Signature Frances Kramer Date July 26, 2011

Typed or Printed Name: **Frances Kramer**

Exhibit A

DRAFT

Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Grant Thornton LLP

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** Actuarial and benefits advisory services related to post employment benefits other than pensions, specifically issues related to compliance with GASB 45 accounting and financial reporting.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on July 22, 2011 and will diligently perform as required and complete performance by June 30, 2012.

3. **Compensation:** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed amount specified by District purchase order as per attached fee schedule Exhibit A and/or proposal Exhibit N/A . DISTRICT shall pay CONSULTANT after receipt of consultant invoice and with approval of a District representative.

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

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

6. **Materials:** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A

CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

8. **Copyright/Trademark/Patent:** CONSULTANT 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. CONSULTANT consents to use of CONSULTANT'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 CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT'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 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 charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. **Hold Harmless:** CONSULTANT agrees to and shall defend, indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by CONSULTANT or its subcontractors,

whether authorized by this Agreement or not. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of DISTRICT or any of its agents or employees.

11. **Insurance:** Pursuant to Section 10, CONSULTANT agrees to carry a commercial general liability insurance 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 CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT 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, CONSULTANT 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. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured's by separate endorsement under said policy.

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

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

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

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

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

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

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

19. **Notice:** All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) 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	CONSULTANT
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Grant Thornton LLP 175 W. Jackson Blvd., 20th Floor Chicago, IL 60604 (312) 856.0200

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

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

22. **Governing Law:** The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto and incorporated herein: (if applicable)

a. Exhibit A Fee Schedule/Letter of Engagement

b. Exhibit B None

c. Exhibit C None

DRAFT

CONSULTANT NAME: Grant Thornton LLP Contract No. C1112053

This AGREEMENT is entered into this 25th Day of August 2011.

DISTRICT:

By: _____

Terry Fluent, Director of Purchasing

August 24, 2011

Board Approval Date

CONSULTANT:

By: _____

Signature

_____

Printed Name

_____

Title

_____

Social Security or Taxpayer Identification

Initials/Date BH - 8/4/11

Grant Thornton

DRAFT

Capistrano Unified School District
Statement of Work for GASB 45 Actuarial Services

This Statement of Work ("Statement of Work") dated July 22, 2011 becomes a part of and is subject to the terms and conditions of the Agreement dated July 22, 2011 between Capistrano Unified School District ("Client" or "you") and Grant Thornton LLP ("Grant Thornton," "Firm," or "we"). Any capitalized terms that are not defined in this Statement of Work shall have the meanings in the Agreement.

The purpose of this Statement of Work is to describe the scope of services ("Services") the Client is requesting Grant Thornton to perform, and to set forth the agreed fee, timing and other matters related to the Services.

THE SERVICES WE WILL PROVIDE

The Services we will provide under this Statement of Work consist of actuarial and benefits advisory services related to your offered postemployment benefits other than pensions (OPEB). Specifically, Grant Thornton shall provide the following actuarial and consulting services related to compliance with GASB 45 accounting and financial reporting for your OPEB plans:

- Grant Thornton shall assist you by providing actuarial valuation and consulting services related to all OPEB plans identified;
- Facilitate the selection of reasonable actuarial assumptions for purposes of GASB 45 compliance;
- Develop the July 1, 2010 net OPEB obligation and 2010 2011 Fiscal Year OPEB cost for financial reporting purposes according to GASB 45;
- Present results to the relevant audience within your group telephonically; and,
- Prepare a written actuarial valuation summary documenting the results under GASB 45.

Specific steps necessary to satisfy the accounting and financial reporting standards of employers mandated under GASB 45 include:

Data review

Utilizing accurate participant data and claims information is essential for an OPEB actuarial valuation. This task involves analyzing the relevant participant census and claims data for reasonableness and integrity. All data from you is to be complete and accurate. If errors and inconsistencies are identified, you will correct and resubmit for valuation.

In order to complete this task, we will:

- Discuss the data collection procedures with appropriate Client personnel;
- Provide a spreadsheet that you will populate with plan and census information; and
- Review plan provisions and research any alternative plans that may exist – if any alternative plans exist, they will be considered out of scope.

For financial reporting purposes, an actuarial valuation is required at least biennially for OPEB plans with a total membership of 200 or more. This allowance grants you the option to follow a three year actuarial valuation cycle. In years one and three a full actuarial valuation is completed to determine

the OPEB cost and obligations and in year two the OPEB cost and obligations are estimated by rolling forward the year one valuation results. Collecting and analyzing claims and participant census data will occur every other year, unless there are significant changes in the plan or covered population. A new valuation should be performed if, since the previous valuation, significant changes have occurred that affect the results of the valuation, including significant changes in benefit provisions, the size or composition of the population covered by the plan, or other factors that impact long term assumptions.

Determination of Actuarial Assumptions

The selection of actuarial assumptions will be guided by applicable actuarial standards. This involves an analysis of the actuarial assumptions (both economic and non-economic). The final assumptions are selected by you and we will perform a review and provide information which will enable you to select the appropriate actuarial assumptions as required under the GASB standards.

We will:

- Analyze plan claims experience, to the extent that credible experience data are available, and the underlying cause of any recent premium rate fluctuations if necessary;
- As appropriate, provide a range of reasonable assumptions to be used in calculating the OPEB obligations; and
- Increase your understanding of the assumptions used by Grant Thornton in its actuarial valuation.
- Discuss the assumptions with you and your members personnel to gain an understanding of the various issues impacting the assumptions; and
- Compare those assumptions with the assumptions used by other large public organizations.

Actuarial Valuation

This task incorporates the agreed upon actuarial assumptions and various actuarial methods to determine the OPEB obligations. We will:

- Establish an actuarial model for evaluating benefit liabilities under the substantive plan (the plan as understood by you and plan members); and
- Calculate and measure the present value of projected benefits, normal cost, actuarial accrued liability, actuarial value of assets, etc.

Preparation of GASB Accounting Information

This task incorporates the agreed upon actuarial assumptions and various actuarial methods to determine the OPEB obligations. We will:

- Calculate the applicable net OPEB obligation , the applicable fiscal year OPEB cost ("ARC"), any applicable adjustments to the ARC, , etc.; and
- Prepare exhibits for employer financial reporting (GASB 45).

Actuarial Valuation Report and Recommendations

This task involves preparing an actuarial valuation report containing:

- Executive summary of results;
- Exhibits containing information relevant to satisfying disclosure requirements under GASB 45;
- Summary of census data;
- Summary of actuarial assumptions; and
- Summary of plan provisions.

In addition, Grant Thornton will include one hour of telephonic support with the auditor to discuss the report.

ENGAGEMENT TEAM

Your engagement team for this scope of work will include:

- Carl Mowery, Executive Director, who will oversee the client relationship and the quality of the work. His direct telephone number is 312.602.9147.
- Brett Schwab, ASA, EA, MAAA, Experienced Manager who will oversee and review the actuarial work. His direct telephone number is 312.602.8134.

DELIVERING THE SERVICES

Prior to the commencement of work, we will discuss with you and/or management to establish expected timeframe and deliverables for Services listed above including management's role and the additional resources allocated to the project.

Our responsibility under this Statement of Work extends only to Services we expressly agree to provide herein. Our responsibility does not include, for example, studies, detailed research or analysis not specifically set forth in this Statement of Work. If such items arise, we will provide you an estimate of fees and timeframe before commencing work.

FEES AND PAYMENT TERMS

Our fees for the Services under this Statement of Work will be $5,000. This fixed fee is based upon the following assumptions:

- Grant Thornton receives timely and complete information and participant data from the Client.
- The participant data is provided to Grant Thornton in a form compatible with Microsoft Excel or Access.
- The scope of the engagement does not expand beyond the scope described in this proposal.

We will discuss with you circumstances that require us to do additional work which may include, but are not limited to, work to satisfy our obligations under applicable professional standards including

additional fact gathering, analysis and preparation of disclosure forms, unforeseen scope changes, and late or incomplete client provided information. If it appears that the above stated fee will be exceeded, we will consult with you before continuing with the engagement.

We will bill you after the actuarial valuation report has been provided. However, if the work extends beyond eight weeks after the data request has been sent, we reserve the right to invoice you on a periodic basis. Our billings are payable within 30 days of receipt.

ENTIRE AGREEMENT

This Statement of Work represents the parties' entire understanding with respect to the Services in this document. It does not modify or amend the Agreement. In the event of a conflict between this Statement of Work and the Agreement, the terms of the Attachment A shall govern.

AGREED AND ACCEPTED

We agree to the terms and conditions as set forth above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Jeffrey Bistrow, Executive Director

GRANT THORNTON LLP

_____ Date: 7/29/11
Renato Zanichelli, Partner

_____ Date: 7/22/2011
Carl R. Mowery, Executive Director

copy Brett Schwab

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Helen B. Tross 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:** Training for District teachers on strategies to enhance language acquisition, academic language, comprehension and writing and using visual tools.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on August 25, 2011, and will diligently perform as required and complete performance by June 30, 2012.

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

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 DISTRI CT 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:

Helen B. Tross
21245 Bishop
Mission Viejo, CA 92692

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

21. 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 25th DAY OF August, 2011.

Capistrano Unified School District
Name of District

By: _____

Terry Fluent
Typed Name

Director, Purchasing
Title

August 24, 2011
Board Approval Date

Initials/Date BH - 7/29/11

Helen B. Tross
Contractor Name

Signature: _____

Helen B. Tross
Typed or Printed Name

_____
Title

_____
Taxpayer Identification Number



FEE SCHEDULE

Helen B. Tross, Lead Consultant for **KTK Educational Consulting**

Contact: **Helen B. Tross**

Address: **21245 Bishop Mission Viejo CA 92692**

Phone: **HM. 949 583-7904 C. 949 433-8993 WK. 714 558-5839**

Fax No. **949 583-7904**

Email: **TrossTEACH@aol.com**

Description of Services: **Consultant and Curriculum Writer focusing on language acquisition and academic language, comprehension and writing, using visual tools.**

Rate of Pay & Expenses: **All presentations include: training, application, and materials made specifically for your district needs. Expenses for the trainer's planning are included in the payment for a full day:**

Full Day (6 hrs.) **$1200.00**

½ Day (3 hrs.) **$600.00** (If you choose to add a trainer, ex.: K/1 trainer and 2/5 trainer, the price decreases. **350.00** per consultant for ½ day) for 1st year

After School Training: **$300.00** 1½ - 2 hour Training, including materials

Signature  Date July 26, 2011

Typed or Printed Name: **Helen B. Tross**

Exhibit A

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Educational Consulting Services, Inc. hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Literacy training for Special Education Teachers Professional Development (SETPD) grant program.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on August 25, 2011, and will diligently perform as required and complete performance by June 30, 2012.

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: Handouts.

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRI CT 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:

Educational Consulting Services, Inc.
21536 Carriso Road
Diamond Bar, CA 91765

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

21. 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 25th DAY OF August, 2011.

Capistrano Unified School District
Name of District

By: _____

Terry Fluent
Typed Name

Director, Purchasing
Title

August 24, 2011
Board Approval Date

Initials/Date BH - 7/28/11

Educational Consulting Services, Inc.
Contractor Name

Signature: _____

_____
Typed or Printed Name

_____
Title

_____
Taxpayer Identification Number

7

Diane Haager
Educational Consulting Services, Inc.
Tax ID 71-0864661
21536 Carriso Road
Diamond Bar, CA 91765
(323) 793-6158
diane@ecslearning.com

FEE SCHEDULE

Client
Capistrano Unified School District

Services
Special Education Teacher Professional Development Series

Individualizing Reading Instruction for Students with Significant Reading Difficulties

This five-day series aims to help special education teachers build expertise in meeting the individual learning needs of students with significant reading difficulties. Participants will learn specialized techniques for analyzing student data to determine specific reading needs and making sound instructional decisions to enhance instruction using existing research-based reading programs. Participants will learn to use diagnostic and progress monitoring assessment tools to ensure that each student not only has access to core curriculum but also makes optimal progress in foundational reading skills. Teachers will learn specific instructional strategies for explicit, intensive and engaging reading instruction.

Dates
Dates to be determined

Fee
$2800 per day

Diane Haager
Consultant

Exhibit A

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and V. Patricia Beyer hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Evaluation services for the CUSD after school education and safety program (ASES) at Kinoshita, Las Palmas, San Juan, Viejo and R.H. Dana elementary schools.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on August 25, 2011, and will diligently perform as required and complete performance by June 30, 2012.

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

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 DISTRI CT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

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

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

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONTRACTOR:

V. Patricia Beyer
5946 Appian Way
Naples Island, CA 90803

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

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 25th DAY OF August, 2011.

Capistrano Unified School District
Name of District

By: _____

Terry Fluent
Typed Name

Director, Purchasing
Title

August 24, 2011
Board Approval Date

Initials/Date BH - 7/28/11

V. Patricia Beyer
Contractor Name

Signature: _____

_____
Typed or Printed Name

_____
Title

_____
Taxpayer Identification Number

FEE SCHEDULE

V. Patricia Beyer, Ed.D.

5946 Appian Way
Naples Island, CA

562.438.9538
drbeyer@earthlink.net

Description of Services

Capistrano Unified School District currently implements ASES programs in five elementary schools: Kinoshita, Las Palmas, R.H. Dana, San Juan and Viejo. The State requires the ASES grants to prepare a comprehensive annual evaluation. The aforementioned consultant will be responsible for the annual evaluation and the preparation of any materials as required. She will work under the direction of the Executive Director, State and Federal Programs.

Rate of Pay & Expenses

Hourly rate: $125

Exhibit A

Signature V. Patricia Beyer Ed.D. Date 6/8/11

Printed Name V. Patricia Beyer

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2011 - 2012

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

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2011-2012

CONTRACT NUMBER:
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 EXAMINIATION

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 (10^{th}) 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 les than fourteen (14) days prior to the change of assignment.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such

medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by section 56; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all

documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student.

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. **PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing

the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event of Provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

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

60. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

61. **Rate Schedule.**

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

62. Larry m. Simmons High School-Bodega NONPUBLIC SCHOOL	49-70862-0110916 CONTRACTOR NUMBER	2011-2012 CONTRACT YEAR

Per CDE Certification, total enrollment may not exceed 3 classrooms

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

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

	Rate	Period
A. Basic Education Program/Special Education Instruction	$182.26	Daily
Room & Board	$8,069.00	Monthly

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

B. Related Services

(1)	a. Misc.	_____	_____
	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

By:

Signature Date

Susan Lemieux, Executive Director
Name and Title of Authorized Representative

Capistrano Unified School District

By:

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

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2011 - 2012

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

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2011-2012

CONTRACT NUMBER:
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 EXAMINIATION

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 (10^{th}) 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 les than fourteen (14) days prior to the change of assignment.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such

medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. **INCIDENT/ACCIDENT REPORTING**

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

53. **CHILD ABUSE REPORTING**

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

54. **SEXUAL HARASSMENT**

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

55. **REPORTING OF MISSING CHILDREN**

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

FINANCIAL

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by section 56; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all

documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student.

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. **PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing

the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event of Provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

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

60. **INSPECTION AND AUDIT**

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

61. **Rate Schedule.**

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

62. 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. Basic Education Program/Special Education Instruction	$182.26	day
Room & Board	$8,069.00	Monthly

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

B. Related Services

(1)	a. Misc.	_____	_____
	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
Nonpublic School

By: _____
Signature Date

Susan Lemieux, Executive Director
Name and Title of Authorized Representative

Capistrano Unified School District

By: _____
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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2011-2012

CONTRACT NUMBER:
33-75200-7071533

LEA: CAPISTRANO UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Oak Grove - Jack Weaver School

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. **MASTER CONTRACT**

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

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

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

2. CERTIFICATION

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION

OR TERMINATION

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

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

6. **INDIVIDUAL SERVICES AGREEMENT**

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

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

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational

placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies.

b. The term "credential" means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).

c. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed or approved college or university, as authorized by state laws or regulations.

d. The term "license" means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

e. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

f. The term "days" means calendar days unless otherwise specified.

g. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

h. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

i. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed to LEA shall be addressed to:

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b); cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through additional instructional assistants, behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social

security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

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

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Professional Liability Insurance and Employer's Liability Insurance with limits of $1,000,000/$1,000,000/$1,000,000.

4. Workers' Compensation Insurance as required by the state in which services are performed with limits of 1,000,000/$1,000,000/$1,000,000. If CONTRACTOR fails to procure Workers' Compensation insurance, CONTRACTOR shall submit a sworn affidavit to LEA describing the reasons CONTRACTOR failed to obtain workers compensation insurance.

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

1. Commercial General Liability: $1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit ($2,000,000).

2. Automobile Liability: $1,000,000 combined single limit.

3. Professional Liability/ errors and omissions coverages, including sexual molestation and abuse: $1,000,000 per occurrence/ $1,000,000 aggregate.

4. Workers' Compensation with limits as required by state in which services were performed.

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

C. Any deductibles or self-insured retentions above $25,000 must be declared to and approved by the LEA in writing. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions as respects to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. The general liability, automobile liability policies, and professional liability policies are to contain, or be endorsed to contain, the following provisions:

1. The LEA, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the LEA, its subsidiaries, officials and employees.

2. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LEA.

E. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA in writing.

F. The CONTRACTOR shall furnish the LEA with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements meeting requirements of above conditions are to be received and approved by the LEA before work commences. As an alternative to the LEA's forms, the CONTRACTOR's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at

CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for

services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult care giver during the delivery of services. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

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

24. CLASS SIZE

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

When CONTRACTOR is a nonpublic school, CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years,

inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

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

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

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

26. DATA REPORTING

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. **STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINIATION**

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 (10^{th}) 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 les than fourteen (14) days prior to the change of assignment.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

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

and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

60. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of

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

61. **Rate Schedule.**

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

62. Oak Grove - Jack Weaver School NONPUBLIC SCHOOL	33-75200-7071533 CONTRACTOR NUMBER	2011-2012 CONTRACT YEAR

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

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

	Rate	Period
A. Basic Education Program/Special Education Instruction	$129.77	Daily
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 and Board	$7,917	per month
	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	$80.00	per hour
	b. Language and Speech Therapy – Group	$70.00	per hour
	c. Language and Speech Therapy – Group		
	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	$70.00	per hour
	b. Occupational Therapy – Group	$60.00	per hour
	c. Occupational Therapy – Group		
	d. Occupational Therapy – Group		
	e. Occupational Therapy - Consultation Rate		
(9)	Physical Therapy		

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

(11) 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,

Oak Grove - Jack Weaver School
Nonpublic School

By: _____
Signature Date

Michael B. Brown
Name and Title of Authorized Representative

Capistrano Unified School District

By: _____
Date

Ronald N. Lebs, Deputy Superintendent, Business & Support Services
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School Provider

Address

City State Zip

Phone

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2011 - 2012

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

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2011-2012

CONTRACT NUMBER:
1A-30-169

LEA: *CAPISTRANO UNIFIED SCHOOL DISTRICT*

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Pliha Speech & Learning Center

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. **MASTER CONTRACT**

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

Upon acceptance of a LEA student, an Individual Services Agreement (hereinafter referred to as "ISA") will be completed. Unless otherwise agreed in writing, these forms 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 Road
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 178 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 EXAMINIATION**

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 (10^{th}) 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 les than fourteen (14) days prior to the change of assignment.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

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

and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. **INCIDENT/ACCIDENT REPORTING**

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

53. **CHILD ABUSE REPORTING**

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

54. **SEXUAL HARASSMENT**

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

55. **REPORTING OF MISSING CHILDREN**

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

FINANCIAL

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

60. **INSPECTION AND AUDIT**

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; medi-cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice

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

61. **Rate Schedule.**

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

Pliha Speech & Learning Center | **CONTRACTOR NUMBER 1A-30-169** | **2011-2012**

NONPUBLIC AGENCY | CONTRACT YEAR

Per CDE Certification, total enrollment may not exceed 5

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

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

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation-Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Development and Remediation	$85.00	per hour
	b. Language and Speech Therapy- Individual		
	c. Language and Speech Therapy- Individual		
	d. 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**		
	IPE Consultation Services		
(8)	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
Pliha Speech & Learning Center

Nonpublic School/Agency

By:

Signature Date

Barbara Pliha
Name and Title of Authorized Representative

SCHOOL DISTRICT

Capistrano Unified School District

By:

Signature Date

Ronald N. Lebs, Deputy Superintendent, Business & Support Services
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name
Pliha Speech & Learning Center
Nonpublic School/Agency/Related Service Provider

1000 Quail Street, Suite 120

City: Newport Beach State CA Zip 92660

Phone (949) 838-0142

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 24, 2011

JOINT FACILITY USE AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF SAN JUAN CAPISTRANO AT MARCO FORSTER MIDDLE SCHOOL

This item was pulled by staff and will be brought back to a future Board meeting.

EXHIBIT 18

Pages 267-276

LIMITED USE LICENSE AGREEMENT
(Tijeras Creek Elementary School)

(July, 2009 Version)

This Limited Use License (the "License") is made this 23rd day of August, 2011, by and between RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION, a California Non-profit Mutual Benefit Corporation, (hereinafter "SAMLARC") and the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter "DISTRICT"). As used herein, DISTRICT shall include the School District, its Governing Board, employees (both full and part time), volunteers, students and/or invitees.

RECITALS

A. SAMLARC is the owner of certain real property located in the County of Orange, State of California, described as **Parcel 2 of LL 99-039**, Tract No. 15869, filed for record as Instrument 2000-0639174 in the Official Records of the County of Orange (hereinafter the "Park") and more commonly known as Tijeras Creek Park (See Exhibit "A").

B. The Park is located within a planned community known as Rancho Santa Margarita and is maintained by SAMLARC. Members of the planned community pay monthly assessments to SAMLARC which are used in part for the upkeep, repair, improvements and maintenance of the Park.

C. The members and property of SAMLARC (including the Park) are subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928 in the office of the Orange County Recorder (hereinafter "Declaration"). The Declaration provides that SAMLARC has the authority and the duty to maintain and manage the Park.

D. DISTRICT which defines "Elementary School" as Kindergarten through Fifth Grade, owns and operates an Elementary School, known as Tijeras Creek Elementary School ("School") adjacent to the Park. DISTRICT is desirous of utilizing the Park for limited Elementary School related Activities as set forth on Exhibit "B".

E. SAMLARC is willing to grant DISTRICT the right to use that portion of the Park shown on Exhibit "C" for limited Elementary School (K-5) related Activities, in accordance with the terms of this License.

THEREFORE, in order to provide limited access and use of the Park for Elementary School related Activities by DISTRICT and to establish the mechanism and procedures for the DISTRICT to pay a fair and reasonable expense associated with its use of the Park,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1.00 Recitals Incorporated. The above RECITALS are an integral part of the License and are incorporated herein by this reference.

1.01 DISTRICT License to Enter and Use the Park. SAMLARC hereby grants to DISTRICT a non-exclusive license to enter upon and use, as limited and described herein the area of the Park shown on Exhibit "C", for the limited activity purposes set forth herein and for no other purpose, subject to DISTRICT's strict compliance with all the terms of this License; provided, that

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DISTRICT's use of the Park shall not unreasonably interfere with the reasonable use and enjoyment thereof by SAMLARC or any persons claiming the right to use the Park through, by or under SAMLARC. All such use of the Park pursuant to this License shall also be in accord with the Detailed Use Guidelines as shown on Exhibit "D" instituted by SAMLARC.

1.02 Purpose of DISTRICT License Use. It is hereby understood and agreed that DISTRICT shall have the limited right to enter upon and use the Park, for Elementary School related Activities, as shown and described on Exhibit "B", which are compatible and consistent with the improvements located upon those areas of the Park shown on Exhibit "C". Such use shall not include Physical Education classes, team sports practice and/or games, whether intramural or interschool, or any special events beyond those shown on Exhibit "B" without the prior written approval of SAMLARC.

1.03 Limitations on DISTRICT Right to Enter and Use. The limited rights of entry and use granted by this License to DISTRICT are: (a) limited to the specific purposes provided for herein; and (b) non-exclusive to the extent that other persons also have or will acquire non-exclusive rights for the use and enjoyment of the Park; (c) shall occur during the hours of 8:00 a.m. to 2:00 p.m. on Regular School Days only as described in Section 4.01 hereinbelow; and, (d) conditioned upon the obligation of DISTRICT to inspect the area(s) of the Park to be used by the Elementary School, prior to every use, to assure its suitability for such use. For purposes of this License, "Regular School Days" shall mean only those days when classes are held during the normal school year. "Regular School Days" shall not include: Federal and State holidays; in-service days; nor summer, winter or other vacation or break days. SAMLARC, except as otherwise specifically set forth herein, shall continue to exclusively control the management, improvements, maintenance, repair and restoration of the Park, which include the right to temporarily restrict access to the Park by DISTRICT, in the reasonable performance of such activities.

1.03.1 Nuisance. No activity within the Park allowed/sponsored/supported by DISTRICT, whether supervised by DISTRICT or not, may be or become a nuisance to other Park users, neighboring property owners or SAMLARC.

1.03.2 Vehicles. No vehicle access on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.3 Animals. No right or permission to bring an animal or animals of any kind or type, on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.4 Construction. No right or permission to construct, install, or erect any structure, device or other item, regardless of size, use or function, whether temporary or permanent on, upon, over or in the Park is granted to DISTRICT by this License.

1.04 Management. SAMLARC will retain the exclusive right to make management decisions concerning the use of the Park. This management right will include the right to establish, amend, implement and enforce reasonable rules and regulations for the use of the Park by its own members of the planned community, and DISTRICT. This management right includes but is not limited to the right to establish the level of maintenance of the Park.

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2.01 Term. This License shall begin **August 23, 2011** and end on **June 21, 2012**. SAMLARC covenants and agrees not to sooner terminate the license granted hereby prior to the ending date specified herein provided DISTRICT has complied and continues to comply with all of the terms of this License, and is not in default under any of the terms and conditions hereof.

3.01 (Intentionally Left Blank)

3.02 Sharing of Expenses. DISTRICT hereby promises, covenants, agrees and commits to pay to SAMLARC the following expenses as a portion of the consideration for the grant of this license:

(a) A proportion of the annual costs and expense of operation and maintenance of the Park. This proportion of the cost will represent a share of the normal and regular operation, maintenance and repair expenses incurred by SAMLARC relative to the Park. These expenses specifically include the cost of operation and maintenance and repair of the DISTRICT use area shown on Exhibit "C" which are part of the license granted to DISTRICT. During the term of this License the amount of these normal costs and expenses payable by DISTRICT is agreed to be eight thousand nine hundred dollars ($8,900).

(b) During the term of this License, DISTRICT shall be responsible for and pay any extraordinary expenses incurred and/or for any abnormal damage done to the Park by DISTRICT beyond the normal wear and tear experienced from everyday use by members of the planned community. In determining the nature and the extent of any abnormal damage to the Park, SAMLARC's landscape contractor whose services are utilized by SAMLARC, shall make the final decision in determining the nature and extent of the abnormal damage. Any and all repair work occasioned by abnormal damage done to the Park by DISTRICT shall be done by SAMLARC's landscape contractor and shall be billed to DISTRICT. DISTRICT shall pay such billing within thirty (30) days of receipt.

(c) Such other expenses and costs as are mutually agreed upon in writing from time to time by SAMLARC and DISTRICT.

3.03 Payment Schedule Period. For this term, the DISTRICT share of annual costs and expenses under this License shall be billed to DISTRICT. Payment in full shall be due no later than October 1, 2011.

3.04 Late Charges and Interest. Any payment due hereunder which is paid more than fifteen (15) days after the due date, shall be subject to a 15% late charge which shall be due when levied. Additionally, any payment, including late charges, which is not paid within thirty (30) days of its due date shall be subject to interest at the rate of 12% per annum from the 30th day until the amount shall be paid in full.

3.05 Eliminating Damage to the Park. When an activity of DISTRICT is causing excessive damage to the Park, DISTRICT shall, at the written request of SAMLARC, discontinue such activity. In the alternative, DISTRICT may within thirty (30) days of any such request to discontinue by SAMLARC provide sufficient cash to repair the existing damage and to periodically repair the damage caused by the activity complained of together with a discontinuance of the activity periodically for a sufficient length of time for the repairs to be made by SAMLARC to the damaged areas of the Park. The amount of such cash and the frequency of such repairs shall be set by SAMLARC. SAMLARC agrees to give DISTRICT five (5) days written notice of such repair work and

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the need for DISTRICT to discontinue use of a portion of the Park prior to the repair commencing. Notwithstanding the above, should an emergency arise which requires immediate repair and/or restoration SAMLARC may make such repair and/or restoration with shorter notice or no notice at all to DISTRICT prior to commencing the repairs. SAMLARC agrees to use its best efforts to accommodate the School schedule in making such repairs.

4.01 Priority of Use. During all Regular School Days, and so long as DISTRICT is current in the payment of its obligations under this License and not otherwise in breach of this License, DISTRICT shall be entitled to a priority of use of the Park for the limited Elementary School related Activities, as shown and described on Exhibit "B", during the within specified times: 8:00 a.m. – 2:00 p.m., Monday through Friday, on Regular School Days. The District shall incorporate the Elementary School related Activities on the list of activities in the Monthly Calendar of Use specifying thereon the date, time and activity.

For purposes of this License, "Priority of Use" shall mean that:

(a) SAMLARC will not on Regular School Days schedule nor allow any other individual and/or group to reserve use of the Park as described in Sections 1.01 and 4.01 hereinabove as available for DISTRICT use, during the specified times set out in this Section; and,

(b) SAMLARC may notify the members of the planned community in writing of the times of the DISTRICT use of the Park and advise its members that DISTRICT is entitled to a priority of use. Such written notice need not be a direct mail notification to the owners/residents but may be included in the SAMLARC newsletter or on the SAMLARC website.

(c) It is understood and agreed that no use of the Park by DISTRICT shall change the ownership or nature of the Park to school property.

This language shall not require nor imply that SAMLARC can, nor will, patrol the Park nor remove its members, who may also be using the Park during DISTRICT's priority of use. DISTRICT shall have no right to use the Park for any purpose other than those Elementary School related Activities as shown and described on Exhibit "B", nor outside the Regular School Days and the times specifically provided herein unless they have secured the prior written consent from SAMLARC for a special event.

5.01 Special Events. Should DISTRICT desire to utilize the Park outside the Regular School Days and times specified herein, for a special event and/or in preparation for a special event, which is not listed on Exhibit "B" and which will necessitate the exclusive or priority use of the Park by DISTRICT in preparation and/or in the holding of the special event, then DISTRICT must secure the issuance of a Facilities Use Permit from SAMLARC for such extra use. If a Facilities Use Permit is issued/granted by SAMLARC, the provisions of this License will apply to such special event and/or preparation for a special event.

All special events and/or additional charges for the preparation for and/or the holding of the special event shall be set forth in the written permission granted by SAMLARC to DISTRICT and shall be due and payable prior to holding of the special event. The utilization of the Park by DISTRICT for the preparation and/or the holding, of any such special event, shall be DISTRICT's agreement to the payment of the special event charge and an acknowledgment of its reasonableness.

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6.01 Capital Improvements to Park. Should DISTRICT desire to make any capital improvements to the Park, DISTRICT may do so only after having secured the prior written consent of the Board of Directors of SAMLARC. All expenses associated with the capital improvement must be borne by DISTRICT exclusively unless SAMLARC agrees to share in the expense. Any such agreement to share in the expense for a capital improvement desired by DISTRICT must be in writing and signed by SAMLARC.

6.02 Limitation on Repairs. DISTRICT shall make no repair(s) to the Park without the prior written consent of SAMLARC except and unless such repairs are of an emergency nature.

7.01 Vandalism. Where vandalism occurs in, on or to the Park during the Regular School Day or during a special event the cost of the repair and restoration necessitated by the vandalism shall be borne by DISTRICT exclusively if the perpetrators are known to be employees, staff, or students of DISTRICT or their guests, invitees and/or agents. Otherwise, the cost of the repair and restoration necessitated by the vandalism shall be shared by DISTRICT and SAMLARC.

7.02 Liability Insurance. DISTRICT shall provide a policy of general liability insurance with respect to the DISTRICT use of the Park in a form, and on such terms as approved by SAMLARC.

This liability policy shall provide coverage for any property damage, bodily injury, personal injury and/or death which occurs or is occasioned due in whole or in part to negligence by DISTRICT.

This insurance policy will be primary and non-contributory as to any SAMLARC owned policies, and SAMLARC requests the right to be notified if there is any termination, cancellation, or non-renewal of that policy.

This policy shall name SAMLARC (including all of its corporate directors, officers and volunteers) and Merit Property Management, Inc. (herein "Merit") as additional insureds. This liability policy shall not permit nor require any contribution from SAMLARC nor any SAMLARC policy of insurance which might also cover the Park. The policy limits shall be at least $3,000,000 per person, per occurrence in its limits.

7.03 Proof of Insurance. DISTRICT shall provide written evidence of current insurance to SAMLARC no later than October 1, 2011. Any insurance renewal shall meet the requirements of this License. Proof of such insurance shall be sent to SAMLARC, 22342-A, Avenida Empresa, Suite 102-A, Rancho Santa Margarita, CA 92688.

7.04 Indemnification. DISTRICT hereby agrees to indemnify and hold SAMLARC and it managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the negligence of DISTRICT in the use of the Park pursuant to this License. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of SAMLARC.

SAMLARC hereby expressly agrees to indemnify and hold DISTRICT free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the sole negligence, willful misconduct or gross negligence of SAMLARC in connection with the management, operation and maintenance of the Park. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of DISTRICT.

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These indemnity provisions shall extend to claims occurring after this License is terminated as well as while it is in force. DISTRICT and SAMLARC agree that if any action is brought by one against the other to enforce the terms of this License, then the prevailing party in such action shall be entitled to recover from the other party thereto all reasonable attorney's fees and costs of such suit, as determined and ordered by the court.

8.01 Supervision. DISTRICT agrees to provide the same standard and level of supervision of the students within the Park as is provided within the School grounds. DISTRICT shall exercise such control as is necessary to avoid damage to the Park, its landscaping and improvements and/or injury to persons using the Park.

8.02 Rest Room Use. The Park rest rooms are to remain locked at all times and are not to be used by DISTRICT.

8.03 (a) (Intentionally Left Blank)

(b) Park Use Closure Due to Inclement Weather. SAMLARC reserves the right to close any SAMLARC field due to inclement weather. During inclement weather, DISTRICT shall be responsible for obtaining, and abiding by, the Open or Closed decision as posted on the SAMLARC "Mud Line". SAMLARC will make the final decision regarding closures, in its sole and absolute discretion.

The Mud Line number is (949) 448-6217. Park conditions will be posted on this line no later than 7:30 a.m. of the applicable Regular School Day, Monday through Friday. Conditions will be posted earlier as the nature of the inclement weather dictates.

9.01 DISTRICT Contact Person. DISTRICT shall provide the name, address and phone number of an individual who will act as the contact person on behalf of DISTRICT. This contact person must have the authority to act and make decisions on behalf of DISTRICT for all purposes relating to the usage of the Park. The information about the contact person shall be updated as necessary by written notice to SAMLARC. The DISTRICT contact person is: Cary Brockman, Director of Facilities Planning, 33122 Valle Road, San Juan Capistrano, CA 92675-4792, (949) 234-9449.

9.02 SAMLARC Contact Person. SAMLARC shall provide the name, address and phone number of a person for DISTRICT to contact in order to make inquires and provide information and assurances. The information about the contact person shall be updated as necessary by written notice to DISTRICT. The initial SAMLARC contact person is: Candice Fullenkamp, Executive Director, Merit Property Management, 22342-A, Avenida Empresa, Suite 102-A, Rancho Santa Margarita, California 92688 - Direct: 949-209-5075 - cfullenkamp@meritpm.com

9.03 Communication. In recognition of the need to resolve problems quickly and because of the proximity of the Park, the School and the homes of the SAMLARC members, DISTRICT and SAMLARC agree to promptly respond to all communications (whether written, or oral, by mail or electronic) within twenty (20) calendar days of sending by the other party. Should follow-up (whether written or oral) communication be required, such follow-up will be completed within thirty (30) calendar days of the other parties' prior communication. Both party's to this License agree to use their best efforts to resolve any problems which arise (whether related to this License or otherwise) as quickly as possible. Failure by either party to promptly communicate with one another shall be a breach of this License.

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10.01 Breach. In addition to causes or reasons described hereinabove, the following shall be deemed a breach of the within License.

(a) The failure to pay any sum levied by SAMLARC within thirty (30) days of its due date;

(b) The late payment of any two billings within any twelve (12) month period. This Section is intended to include levied annual costs, expenses, late charges, and/or unpaid interest that may be late from a prior and/or subsequent License period as well as any of those which may be levied during the terms of this License.

(c) The failure by SAMLARC or DISTRICT to fulfill any non-monetary obligation and/or promise made and/or undertaken hereunder where such failure continues more than thirty (30) days after written notice thereof is given.

(d) The failure of SAMLARC to provide priority use of that portion of the Park covered by this License.

11.01 Assignability. Neither SAMLARC nor DISTRICT may assign this License or any of the rights or obligations hereunder without the express written consent of both of the parties to this License.

11.02 Waiver of Rights and Obligations. No waiver of any right or obligation provided or required under this License, may be effective unless executed in writing by the party relinquishing the right or excusing the obligation. Any such waiver of a right or obligation under this License shall be limited to the specific right or obligation set out in the written waiver and shall not be considered to have waived any other section or sections of this License that are not specifically set forth in the written waiver.

11.03 Applicable Laws. This License shall be interpreted, construed, enforced and governed by the laws of the State of California.

11.04 Recording Not Permitted. Neither party to this License may record either this document or a purported summary of this document without the express written consent of the other.

11.05 Entire Agreement. The written expression of this License contains the entire understanding of the parties hereto with respect to this License. No statements, promises or understandings of any kind not contained herein were made to or by either of the parties thereto unless expressly set forth within this License. All exhibits which are referenced herein (Exhibits "A" through "D") are hereby incorporated into this License as though fully set forth herein.

11.06 Modification. No supplement, modification or amendment to this License may be made unless contained within a written expression of such modification, supplement or amendment signed by both of the parties to this License.

11.07 Attorney's Fees. Should it be necessary to file an action at law or in equity to interpret and/or enforce the provisions of this License, the prevailing party shall be entitled to reasonable attorney's fees together with the costs of the suit, if so ordered by the Court.

11.08 Representation of Authority. Each party hereto warrants and represents that all of the actions, steps and/or resolutions necessary to empower the signer to make and enter into this License by and on behalf of each of the parties hereto has been fully and faithfully taken so as to authorize and bind each of the respective parties to this License.

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11.09 Mediation Prior to Litigation. Each party to this License agrees that prior to any litigation brought to enforce any term of this License, the Parties will first make a reasonable attempt to mediate the dispute through non-binding mediation.

The Association:

RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION

By: _____
Donald S. Chadd, President

By: _____
Cindy Cossairt, Secretary

Date: _____

Address: 22342-A, Avenida Empresa, Suite 102 – A
Rancho Santa Margarita, CA 92688
Phone: 949/209-5085
Fax: 949/589-6603
Contact: Candice Fullenkamp
Email: cfullenkamp@meritpm.com

The District:

Capistrano Unified School District

By: _____
Ronald N. Lebs, Deputy Superintendent,
Business & Support Service.

Date:_____

Address: 33122 Valle Road
San Juan Capistrano, CA 92675-4792
Phone: 949-234-9449
Contact Person:Cary Brockman
Email: cbrockman@capousd.org

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Attach Exhibits A-D

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EXHIBIT A

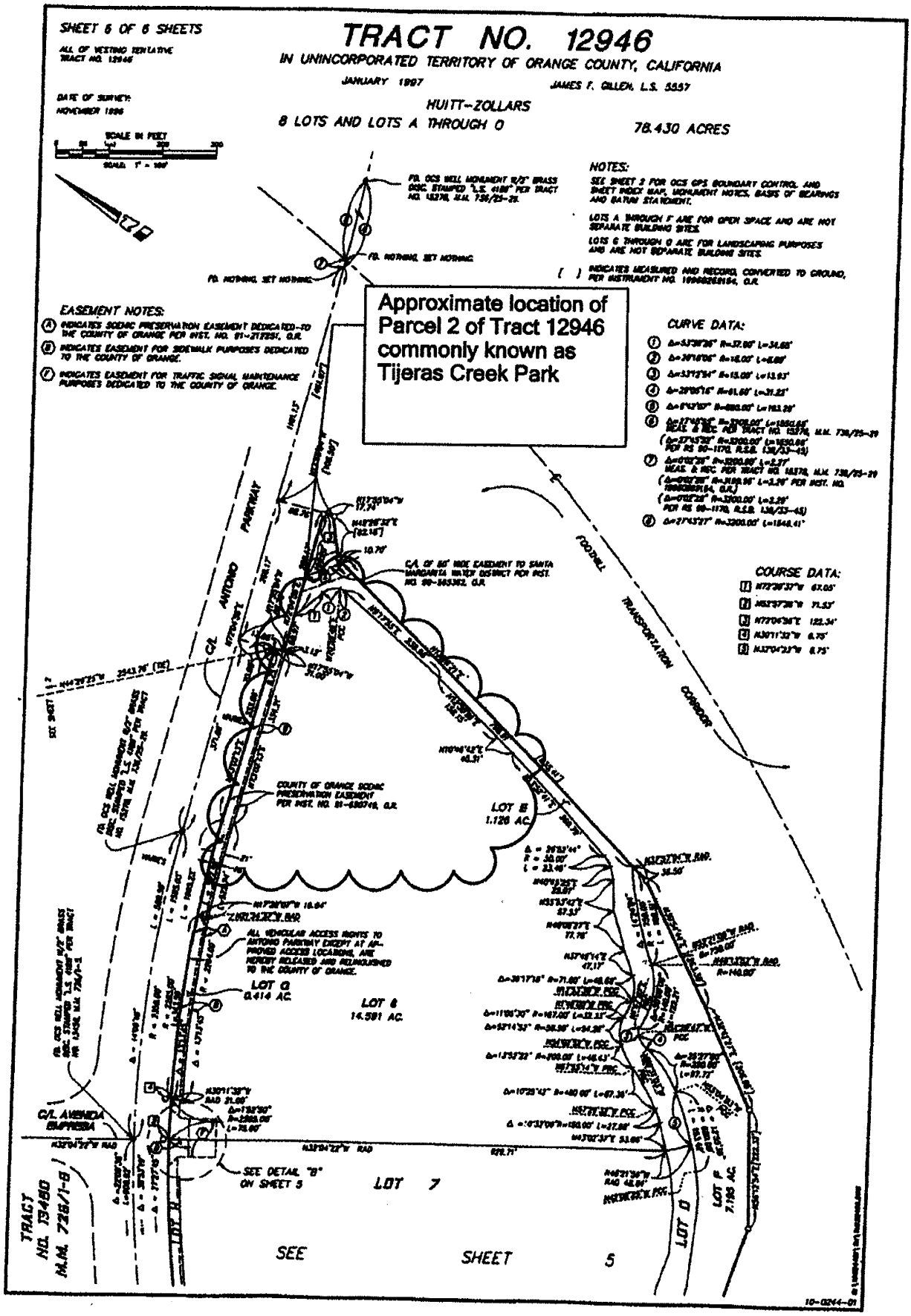
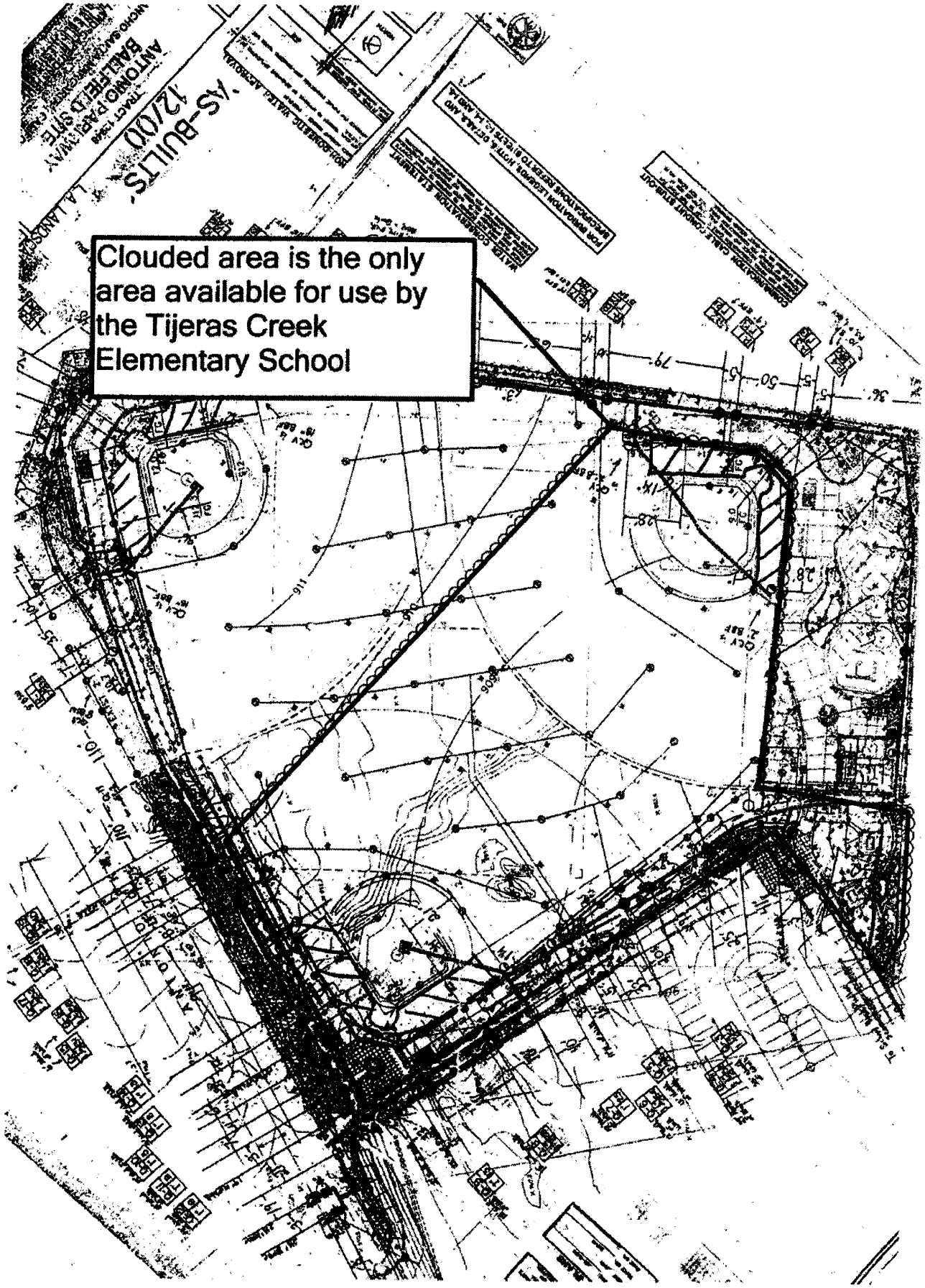

SHEET 6 OF 6 SHEETS
TRACT NO. 12946
IN UNINCORPORATED TERRITORY OF ORANGE COUNTY, CALIFORNIA
JANUARY 1997
JAMES F. GILLEN, L.S. 5557
HUITT-ZOLLARS
8 LOTS AND LOTS A THROUGH O
78.430 ACRES
NOTES:
EASEMENT NOTES:
CURVE DATA:
COURSE DATA:
Approximate location of Parcel 2 of Tract 12946 commonly known as Tijeras Creek Park
LOT E 1.126 AC.
LOT G 0.414 AC.
LOT 6 14.591 AC.
LOT 7
LOT D 7.196 AC.
C/L AVENIDA ESPRESSA
C/L ANTONIO PARKWAY
FOOTHILL TRANSPORTATION CORRIDOR
SEE DETAIL "B" ON SHEET 5
SEE SHEET 5

EXHIBIT B

TIJERAS CREEK ELEMENTARY SCHOOL
ESTIMATED USE OF FIELD 2010-2011

Grade	Number of Students (Approximate)	Activities	Time Frame
Kindergarten	100	No field usage during the year	None
Grade 1	100	Daily Morning Recess Activities Daily Lunch Activities Daily Afternoon Recess Activities Field Activities: 1-2 Days a Week End of the Year Field Parties (June)	20 Minutes 20 Minutes 15 Minutes 1 Hour 1 School Day
Grade 2	115	Daily Morning Recess Activities Daily Lunch Activities Daily Afternoon Recess Activities Field Activities: 1-2 Days a Week End of the Year Field Parties (June)	20 Minutes 20 Minutes 15 Minutes 1 Hour 1 School Day
Grade 3	145	Daily Morning Recess Activities Daily Lunch Activities Daily Afternoon Recess Activities Field Activities: 1-2 Days a Week End of the Year field Parties (June)	20 Minutes 20 Minutes 15 Minutes 1 Hour 1 School Day
Grade 4	120	Daily Morning Recess Activities Daily Lunch Activities Field Activities: 1-2 Days a Week Gold Rush Activity End of the Year Field Parties (June)	17 Minutes 20 Minutes 1 Hour 1 School Day 1 School Day
Grade 5	135	Daily Morning Recess Activities Daily Lunch Activities Field Activities: 2 Days a Week 5th Grade Panoramic Picture (1 Time) End of the Year Field Parties (June)	17 Minutes 20 Minutes 15 Minutes 30 Minutes 1 School Day
All Grades	615	Surf Spring/Jog-A-Thon (September)	1 School Day

EXHIBIT C


Clouded area is the only area available for use by the Tijeras Creek Elementary School

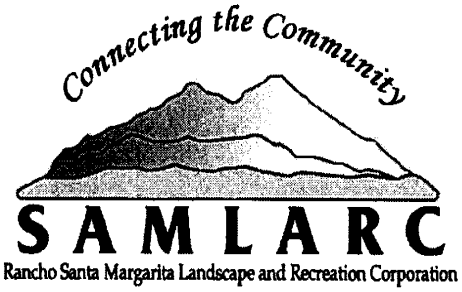


EXHIBIT D

Detailed Use Guidelines – Sports Fields

- **No. 8 – Preventive Maintenance – Soccer/Football Practices**
- **No. 9 - Inclement Weather Sports Field Close Down**
- **No. 16 – One-Time Use of Sports Fields**

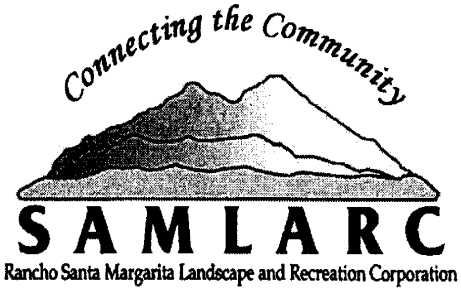


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 8 – Preventive Maintenance – Soccer/Football Practices

This section describes the permit holder's obligation and responsibility for practicing preventative maintenance at all practice sessions held on SAMLARC soccer or football Park Sports Fields.

1. The permanent game goals must not be used during practices in order to prevent goal mount turf destruction.

2. Alternate goal systems must be employed in other non-game goal-mount areas. Alternate systems include cones, portable goals, etc.

3. Set drills must be practiced both in different, alternating areas and, purposely away from visibly "worn" turf areas.

4. No vehicles or other heavy equipment of any type is allowed on park turf surfaces.

5. The Use Guideline No. 9 - Inclement Weather Park Shut Down must be adhered to for inclement weather conditions.

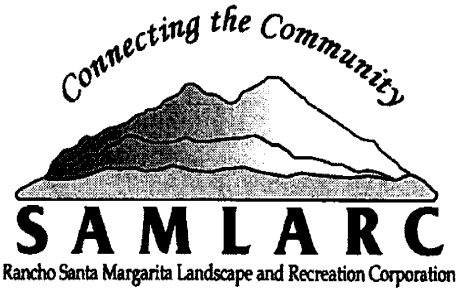


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 9 - Inclement Weather Sports Field Close Down

SAMLARC reserves the right to close any SAMLARC Park Area and/or Park Sports Field due to inclement weather. The SAMLARC Parks Use Manager will make the final decision regarding closures, in his/or hers sole and absolute discretion.

The following Sports Field closure policy and criteria will be used, and must be followed by any and all organizations using SAMLARC Parks and Parks Sports Fields. The purpose of this policy and criteria is to encourage each organization and its members to develop a sense of responsibility towards protecting the Sports Fields.

1. SAMLARC has established a phone call-in "Mud Line" for posting information regarding Sports Field playability. Field closure status should not be obtained from any other source. However, the "message" will be sent to all those affected. Also, the "message" will be posted on the SAMLARC web site.
    a. The "Mud Line" number is: 949-448-6217
    b. Field conditions will be posted no later than 1PM of each day, Monday through Friday.
    c. Weekend conditions will be posted no later than 5pm on Friday.
2. It will be the Parks Use Manager's duty to inspect Sports Field during, after, or pending inclement weather.
3. If it is determined that Sports Field(s) should be closed and is so posted on the "Mud Line", "Field Closed" signs will be put on closed field(s). It then becomes the user's responsibility to obtain, disseminate, and assure compliance with, the Mud Line-posted playability instructions.
4. Field closures decisions shall be based on the following:
    a. No practices or games may take place while rain is in progress. Use can be resumed at the discretion of the on-site official in charge.
    b. There is no automatic hours-of-rain shut down. Each day, each park, each field will be considered separately in the sole and exclusive discretion of the SAMLARC Park Use Manager with inputs from the Landscape Contractor.
    c. Park Sports Fields may be closed for multiple days as deemed necessary by current inclement weather conditions.
    d. Closure of specific Sports Field types shall be determined using (principally but not exclusively) the following criteria:

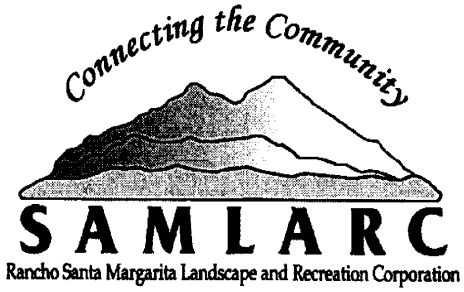


EXHIBIT D

Detailed Use Guidelines – Sports Fields

(1) Brick dust ball diamonds - (softball or baseball). If the brick dust is muddy and/or slippery, preventing sure-footed running or proper consistent ball bounce, then the diamond will be closed for play. The determining factor: Infield play integrity and safety.

(2) Grass/Turf field- (soccer or football). If the water has collected on established grass, or if bare ground is muddy and slippery, or if partially established grass is soft due to rains - the grass field will be closed for play. The determining factor: Destruction of turf, and safe play integrity.

(3) Rule of Thumb. If a brick dust ball diamond is not playable due to the criteria listed above, the outfield grass of that diamond (used for soccer or football) is not playable.

5. The above policy and criteria does not preclude any user organization from stopping use on their own during inclement weather conditions. If the weather conditions do not warrant a "Field Closed" decision prior to the "mud Line" posting times (1:00pm weekdays, 5:00pm Fridays), the user organization has the ability and responsibility to subsequently make decisions based on the criteria above. Failure to do so may result in loss of permit use authorization. The mudline message will reflect this requirement.

   This especially applies to weekend use where posting is done Friday evenings. User organizations are encouraged to develop their own weekend game-day rainout procedures for closing fields.

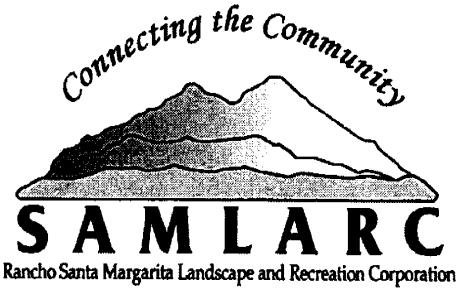


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 16 – One-Time Use of Sports Fields

This Guideline provides the specific instructions to follow for Priority IV groups when using SAMLARC Sports Field facilities. These include baseball, softball, and soccer fields; and, basketball and volleyball courts. All Detailed Use Guidelines are ancillary to the general SAMLARC Policies and Guidelines, Section V.A., I., and J.

1. Use of a snack bar or amplified sound is not permitted.
2. No additional equipment, modifications, prepping, signage, banner postings, dugout covers, bleachers, platforms, etc., are to made, kept, displayed, or brought on, to the park Sports Fields or courts. The permitted area must be used as is.
3. The permittee is responsible for insuring that all sports equipment used during the use of this permit is used as instructed by the equipment manufacturer.
4. No cars or trucks are allowed on the park.
5. Hitting baseballs or softballs against any backstop or side fencing is not allowed.
6. If night lighting is permitted, SAMLARC shall be solely responsible for setting of lights ON and OFF.
7. It is the responsibility of permittee to call "Mud Line" (949-448-6217) to determine if fields are open for use during inclement weather conditions. Permittee must abide by the decision posted.
8. Any in-use malfunctions (lights, circuit breakers, and sprinklers) must be reported to SAMLARC immediately and handled as determined by SAMLARC personnel. Permittee shall not attempt to correct the malfunction.
9. Any Sports Field irregularities such as loose bases, exposed plate edges, etc., should be reported to the SAMLARC Park Use Manager immediately
10. Any unusual problem that requires immediate notification of police or fire department is responsibility of permittee. The SAMLARC Parks Use Manager should be notified within 24 hours.
12. At the conclusion of use, the area used must be cleaned up. The criterion is that the park must look as though no one had been there.
13. All trash must be deposited in the trash receptacles located throughout the park site.
14. If receptacles are full, trash is to be put in tightly secured trash bags to be supplied by the permittee and placed next to any trash receptacle for pickup.

AGREEMENT NUMBER: 40120

AGREEMENT FOR PARTICIPATION
INSIDE THE OUTDOORS
SCHOOL PROGRAM
PUBLIC SCHOOLS 2011 - 2012

This AGREEMENT is hereby entered into this 1st day of July, 2011, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Capistrano Unified School District, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

TERMS, CONDITIONS, AND RESPONSIBILITIES

1.0 SUPERINTENDENT shall provide a forty-five minute to seventy-five minute Inside the Outdoors - School Program, hereinafter referred to as PROGRAM, more specifically described in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.0 This AGREEMENT shall be in full force and effect for the period commencing September 1, 2011 and ending August 31, 2012. **This AGREEMENT must be fully executed by the Parties and be on file with the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.**

3.0 In compliance with Education Code Section 35330 DISTRICT hereby declares that no student has been denied the opportunity to participate in the PROGRAM because of the inability to pay the required fee. DISTRICT has made every effort to acquire the financial support from fund-raising efforts, parents, and the community to assist those students who are unable to pay the required fee.

4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S school(s) pursuant to Exhibit "A".

5.0 DISTRICT shall provide one (1) certificated employee to participate in the PROGRAM with each group of 25-30 students.

5.1 All participating certificated employees and adult aides, in cooperation with the PROGRAM staff, shall be expected to take an active role in the supervision of students.

6.0 Should a DISTRICT group exceed four (4) classrooms on a given day (approximately one hundred twenty (120) students), the additional classroom(s) may be scheduled to participate on another day.

7.0 DISTRICT shall be responsible for the supervision and care of its students. DISTRICT shall also be responsible for the actions of its students and employees while participating in the PROGRAM.

8.0 DISTRICT shall hold harmless, defend, and indemnify the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents, and employees from any and all claims for damages resulting from the acts or omissions of DISTRICT, its officers, agents, employees, and students with respect to the Inside the Outdoors - School Program.

SUPERINTENDENT shall hold harmless, defend, and indemnify the DISTRICT, its Governing Board, officers, agents, employees, and students from any and all claims for damage resulting from the acts or omissions of the Orange County Superintendent of Schools, the Orange County Board of Education and its officers, agents, and employees with respect to the Inside the Outdoors - School Program.

9.0 Any notice of **cancellation** by DISTRICT must be received in writing by SUPERINTENDENT at least **twenty (20)** business days, excluding holidays, prior to the scheduled PROGRAM date. In the event of a cancellation, the District is responsible to find an equivalent replacement no later than (10) business days prior to the cancelled program date; SUPERINTENDENT may also attempt to find an equivalent replacement if possible. **If DISTRICT or SUPERINTENDENT is unable to find an equivalent replacement, DISTRICT will be charged ninety percent (90%) of the full cost of the scheduled PROGRAM.** If DISTRICT'S School wishes to **reschedule** a scheduled PROGRAM date, DISTRICT'S School may be charged an additional fee of seventy-five dollars ($75.00).

10.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM more specifically described in Exhibit "B", which is attached hereto and incorporated by reference herein. **Payment shall be based on the number of students that actually attend, but no less than ninety percent (90%) of the number of students identified in Exhibit "A".** If DISTRICT'S SCHOOL is designated as sponsored, a minimum enrollment requirement is ninety percent (90%) of the contracted number of students, and is paid by sponsorship. If the number of students who attend is less than ninety percent (90%) of the contracted enrollment number, SCHOOL will be charged a per student fee for all students that fall below ninety percent (90%).

10.1 A day of participation is defined as a student being present during any part of a scheduled PROGRAM day.

10.2 Should the scheduled attendance from any given school in a

DISTRICT change by more than ten percent (10%), the DISTRICT shall inform SUPERINTENDENT in writing at least twenty (20) business days prior to the first (1st) day of attendance.

10.3 Schools may be charged an additional transportation fee of $35.00 - $125.00 per day.

11.0 Full payment of fees by DISTRICT must be received by SUPERINTENDENT within thirty (30) calendar days of billing postmark.

12.0 DISTRICT agrees to bear the expense of repairs and/or breakage resulting from unreasonable wear or abuse to property and/or equipment caused by its students and/or teachers participating in the PROGRAM.

13.0 DISTRICT hereby delegates, by approval of this AGREEMENT to the District Superintendent or the District Superintendent's designee, pursuant to Education Code Section 17604, the authority to allow additional schools or students to participate in the Inside the Outdoors - School Program during the term of AGREEMENT.

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

accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

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

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

15.0 In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

16.0 SUPERINTENDENT and DISTRICT agree that they will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

17.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be construed and entered into in accordance with the laws of the State of California, through California state courts with venue in Orange County, California.

18.0 If any term, covenant, condition or provision of this AGREEMENT is held by court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full

force and effect and shall in no way be affected, impaired or invalidated thereby.

19.0 The failure of SUPERINTENDENT or DISTRICT 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.

20.0 This AGREEMENT contains the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement hereafter made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

[THIS SECTION INTENTIONALLY LEFT BLANK]

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

SCHOOL: 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: July 1, 2011

School Programs - Exhibit A

School	Site / Program	Scheduled Date	Grade	Number of Students	Fee per Student	Price per Event or Flat Fee	Comments
Capistrano Unified School District							
Ambuehl School	TRAVELING SCIENTIST 1 - SURVIVING OUR STANDARDS	4/27/2012	5	75	$5.75		
Ambuehl School	Mileage	4/27/2012				$60.00	
Tijeras Creek	TRAVELING SCIENTIST 2 - SURVIVING OUR STANDARDS	4/19/2012	5	90	$5.75		
Tijeras Creek	Mileage	4/19/2012				$60.00	

Note:

(1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.

(2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 9.0 and Section 10.0 of the Agreement.

Revisions/Modification Approval:

_____ _____

Inside the Outdoors Program Date

Inside the Outdoors Fees for 2011-2012

Programs align with California Science and/or Social Science Content Standards

Same fees as 2010-2011

WILLIAM M. HABERMEHL
County Superintendent of Schools

Field Trips

2 hour Programs	
Kindergarten- Ecosystem Extravaganza	
Shipley Nature Center or Mt. San Antonio College	$6.25
First Grade - Ecosystem Extravaganza	
Shipley Nature Center or Mt. San Antonio College	$6.25
Second Grade - Ecosystem Extravaganza	
Shipley Nature Center or Mt. San Antonio College	$6.25
Second and Third Grade	
Wild Wetlands and Santiago Oaks	$14.25
Third Grade - Gabrieliño Walk	
Shipley Nature Center or Mt. San Antonio College	$7.75
Fourth Grade - Native American Program	
Shipley Nature Center or Mt. San Antonio College	$7.75
3 hour Programs	
Third and Fourth Grade	
Key Ranch	$16.50
Helena Modjeska House	$19.00
Full Day (5.5 hour) Programs	
Fourth Grade	
Irvine Regional Park	$32.50
Upper Newport Bay	$29.00
Fourth and Sixth Grade	
Dana Point	$32.50
Fifth and Sixth Grade	
Caspers Park	$32.50
Crystal Cove	$32.50
Modjeska Canyon	$32.50
Rancho Soñado	$32.50

Traveling Scientist Programs

Preschool and Kindergarten (45 minutes)

First Grade to Sixth Grade (60 minutes) $5.75 per student with a 60 student minimum fee

Fifth Grade - Surviving Our Standards (75 minutes)

Add $0.85 per student for Birds of Prey presentations (60 student minimum fee)

Amazing Animals Assemblies and Science Night Presentations (45 minutes to 60 minutes)

$350.00 per assembly and $60.00 for each additional assembly

Birds of Prey Assemblies (45 minutes to 60 minutes)

$385.00 per assembly and $60.00 for each additional assembly

Traveling Scientists Programs have a daily mileage fee.

Grant Opportunities are avaliable [illegible]letheoutdoors.org, or (714) 708-3885.

AGREEMENT NUMBER: 40085

AGREEMENT FOR PARTICIPATION
INSIDE THE OUTDOORS
FIELD PROGRAM
PUBLIC SCHOOLS 2011 - 2012

This AGREEMENT is hereby entered into this 1st day of July, 2011, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Capistrano Unified School District, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

TERMS, CONDITIONS, AND RESPONSIBILITIES

1.0 SUPERINTENDENT shall provide a one hour to two day Inside the Outdoors - Field Program, hereinafter referred to as PROGRAM, more specifically described in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.0 This AGREEMENT shall be in full force and effect for the period commencing September 1, 2011 and ending August 31, 2012. **This AGREEMENT must be fully executed by the Parties and be on file with the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.**

3.0 In compliance with Education Code Section 35330 DISTRICT hereby declares that no student has been denied the opportunity to participate in the PROGRAM because of the inability to pay the required fee. DISTRICT has made every effort to acquire the financial support from fund-raising efforts, parents, and the community to assist those pupils who are unable to pay the required fee.

4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S school(s) pursuant to Exhibit "A". **Transportation and food are not included and shall be the sole responsibility of DISTRICT.**

5.0 DISTRICT shall provide one (1) certificated employee and one (1) adult aide or parent to participate in the PROGRAM with each group of 25-30 students.

5.1 A certificated employee shall ride with and supervise students on the bus.

5.2 All participating certificated employees and adult aides, in cooperation with the PROGRAM staff, shall be expected to take an active role in the supervision of students. All guests must be eighteen (18) years of age or older.

6.0 Should a DISTRICT group exceed two (2) classrooms on a given day (approximately sixty (60) students), the additional classroom(s) may be scheduled to participate on another day.

7.0 It is recommended that at least one (1) adult accompanying each DISTRICT group hold a valid California driver's license and maintain appropriate insurance coverage to drive a vehicle and have the DISTRICT'S authority to transport sick or injured students requiring medical attention (a district vehicle may be provided).

8.0 DISTRICT shall be responsible for the supervision and care of its students from the time of departure from home or school to the time of arrival back at the home or school. DISTRICT shall also be responsible for the actions of its students and employees while participating in the PROGRAM.

9.0 Hold Harmless/Insurance coverage shall be as follows:

A. DISTRICT shall hold harmless, defend, and indemnify the Orange County Superintendent of Schools, the Orange County Board of Education, and their officers, agents, and employees from any and all claims for damages resulting from the acts or omissions of DISTRICT, its officers, agents, employees, and students with respect to the Inside the Outdoors - Field Program.

B. SUPERINTENDENT shall hold harmless, defend, and indemnify the DISTRICT, its Governing Board, officers, agents, employees, and students from any and all claims for damage resulting from the acts or omissions of the Orange County Superintendent of Schools, the Orange County Board of Education and its officers, agents, and employees with respect to the Inside the Outdoors - Field Program.

C. DISTRICT must furnish to SUPERINTENDENT a certificate of insurance evidencing all coverages and additional insured endorsements required **no less than fourteen (14) business days, excluding holidays, prior to DISTRICT'S first day of participation. DISTRICT shall not participate in the Inside The Outdoors - Field Program until SUPERINTENDENT has received a valid certificate of insurance evidencing the insurance coverage required.**

D. DISTRICT'S insurance must be with an insurance company admitted and licensed by the Insurance Commissioner of the

State of California or a program of self-insurance approved by the SUPERINTENDENT.

E. If the DISTRICT is either partially or fully self-insured for its liability exposures, DISTRICT must notify the SUPERINTENDENT in writing fourteen (14) business days, excluding holidays, prior to DISTRICT'S first day of participation and provide the SUPERINTENDENT with a statement signed by an authorized representative of DISTRICT which states that DISTRICT agrees to protect the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, employees, and agents as if the insurance requirements in Section 9.0 were in full effect.

F. DISTRICT agrees to maintain Comprehensive General Liability Insurance, including bodily injury, property damage, premises-operations, products-completed operations and personal injury, in the amount of not less than one million dollars ($1,000,000) per occurrence or a program of self-insurance approved by SUPERINTENDENT.

G. The following two (2) policy endorsements must be included and written as follows:

(a) "The Orange County Superintendent of Schools, the Orange County Board of Education, and their officers, agents and employees shall be added as an additional insured to the policy."

(b) "Such insurance as is afforded by this policy for the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents, and employees shall be primary, and any insurance carried by the Orange County Superintendent of Schools, or the Orange County Board of Education, for the Orange County Superintendent of Schools and the Orange County Board of Education and its officers, agents, and employees shall be excess and non-contributory."

H. DISTRICT shall, at DISTRICT'S sole cost and expense, take out prior to participation in the Inside the Outdoors - Field Program, and maintain in full force and effect, from the first day of participation through the last day of participation, a policy or policies of insurance covering DISTRICT'S participation in the Inside the Outdoors - Field Program.

I. **Insurance certificate description should read as "Participation in the Inside the Outdoors Programs."**

J. In addition, DISTRICT shall provide a thirty (30) day cancellation or reduction of coverage clause.

K. Insurance certificate holder shall be named proper as "Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, Attn: Contracts Department."

10.0 Any notice of **cancellation** by DISTRICT must be received in writing by SUPERINTENDENT at least **twenty (20)** business days, excluding holidays, prior to the scheduled PROGRAM date. In the event of a cancellation, the District is responsible to find an equivalent replacement no later than (10) business days prior to the cancelled program date; SUPERINTENDENT may also attempt to find an equivalent replacement if possible. **If DISTRICT or SUPERINTENDENT is unable to find an equivalent replacement, DISTRICT will be charged ninety percent (90%) of the full cost of the scheduled PROGRAM.** If DISTRICT'S School wishes to **reschedule** a scheduled PROGRAM date, DISTRICT'S School may be charged an additional fee of seventy-five dollars ($75.00).

11.0 Cancellation of a PROGRAM due to inclement weather conditions may be made by the SUPERINTENDENT'S designated staff (no charge will be incurred for those days). DISTRICT groups will be rescheduled at a later date, upon request of DISTRICT and when space is available. If DISTRICT decides to participate in the PROGRAM in inclement weather conditions, DISTRICT will be charged the full fee regardless of weather conditions.

12.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM more specifically described in Exhibit "B", which is attached hereto and incorporated by reference herein. **Payment shall be made based on the number of students that actually attend, but not less than ninety percent (90%) of the number of students identified in Exhibit "A".** If school is designated as sponsored, a minimum enrollment requirement is ninety percent (90%) of the contracted number of

students, and is paid by sponsorship. If the number of students who attend is less than ninety percent (90%) of the contracted enrollment number, SCHOOL will be charged a per student fee for all students that fall below ninety percent (90%).

13.0 DISTRICT agrees to send to PROGRAM the number of students indicated in Exhibit "A". DISTRICT agrees to pay a fee to SUPERINTENDENT pursuant to Section 12.0, for each student of DISTRICT participating in the PROGRAM. If the number of students described in Exhibit "A" should change, DISTRICT will notify SUPERINTENDENT no less than twenty (20) business days prior to the scheduled date.

14.0 Full payment of fees by DISTRICT or school must be received by SUPERINTENDENT within thirty (30) calendar days of billing postmark.

15.0 DISTRICT agrees to bear the expense of repairs and/or breakage resulting from unreasonable wear or abuse to property and/or equipment caused by its students and/or teachers.

16.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to the District Superintendent or the District Superintendent's designee, pursuant to Education Code Section 39656, the authority to allow additional schools or students to participate in the Inside the Outdoors - Field Program during the term of AGREEMENT.

17.0 In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

18.0 SUPERINTENDENT and DISTRICT agree that they will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

19.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be construed and entered into in accordance with the laws of the State of California, through California state courts with venue in Orange County, California.

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

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

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

21.0 If any term, covenant, condition or provision of this AGREEMENT is held by court of competent jurisdiction to be invalid, void or

unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

22.0 The failure of SUPERINTENDENT or DISTRICT 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.

23.0 This AGREEMENT contains the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement hereafter made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

[THIS SECTION INTENTIONALLY LEFT BLANK.]

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

DISTRICT: CAPISTRANO UNIFIED SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____	BY: Patricia McCaughey
Authorized Signature	Authorized Signature
PRINT NAME: _____	PRINT NAME: Patricia McCaughey
TITLE: _____	TITLE: Coordinator
DATE: _____	DATE: July 1, 2011

Field Programs - Exhibit A

School	Site / Program	Scheduled Date	Grade	Number of Students	Fee per Student	Price per Event or Flat Fee	Comments
Capistrano Unified School District							
Tijeras Creek	SHIPLEY - GABRIELINO WALK - 9:00 AM TO 11:00 AM	3/8/2012	3	100	$7.75		

Note:

(1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.

(2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 10.0 and Section 11.0 of the Agreement.

Revisions/Modification Approval:

_____ _____

Inside the Outdoors Program Date

Inside the Outdoors Fees for 2011-2012

Programs align with California Science and/or Social Science Content Standards

Same fees as 2010-2011

WILLIAM M. HABERMEHL
County Superintendent of Schools

Field Trips

2 hour Programs	
Kindergarten- Ecosystem Extravaganza	
Shipley Nature Center or Mt. San Antonio College	$6.25
First Grade - Ecosystem Extravaganza	
Shipley Nature Center or Mt. San Antonio College	$6.25
Second Grade - Ecosystem Extravaganza	
Shipley Nature Center or Mt. San Antonio College	$6.25
Second and Third Grade	
Wild Wetlands and Santiago Oaks	$14.25
Third Grade - Gabrieliño Walk	
Shipley Nature Center or Mt. San Antonio College	$7.75
Fourth Grade - Native American Program	
Shipley Nature Center or Mt. San Antonio College	$7.75
3 hour Programs	
Third and Fourth Grade	
Key Ranch	$16.50
Helena Modjeska House	$19.00
Full Day (5.5 hour) Programs	
Fourth Grade	
Irvine Regional Park	$32.50
Upper Newport Bay	$29.00
Fourth and Sixth Grade	
Dana Point	$32.50
Fifth and Sixth Grade	
Caspers Park	$32.50
Crystal Cove	$32.50
Modjeska Canyon	$32.50
Rancho Soñado	$32.50

Traveling Scientist Programs

Preschool and Kindergarten (45 minutes)
First Grade to Sixth Grade (60 minutes) — $5.75 per student with a 60 student minimum fee
Fifth Grade - Surviving Our Standards (75 minutes)
Add $0.85 per student for Birds of Prey presentations (60 student minimum fee)

Amazing Animals Assemblies and Science Night Presentations (45 minutes to 60 minutes)
$350.00 per assembly and $60.00 for each additional assembly

Birds of Prey Assemblies (45 minutes to 60 minutes)
$385.00 per assembly and $60.00 for each additional assembly

Traveling Scientists Programs have a daily mileage fee.

316 Grant Opportunities are avaliable 'detheoutdoors.org, or (714) 708-3885.

AGREEMENT NUMBER: 40003

AGREEMENT FOR USE OF RESIDENT OUTDOOR SCIENCE SCHOOL
FACILITIES, SUPPLIES, EQUIPMENT, AND SERVICES
PUBLIC SCHOOL DISTRICTS
SCHOOL YEAR 2011-2012

This AGREEMENT is entered into this 1st day of July, 2011, by and between the Orange County Superintendent of Schools, hereinafter referred to as SUPERINTENDENT, and Capistrano Unified School District, hereinafter referred to as DISTRICT.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1.0 Under the authority of Section 8760, et seq. of the California Education Code, SUPERINTENDENT shall provide a program and classes in Outdoor Science and Environmental Education for students of DISTRICT.

1.1 SUPERINTENDENT shall make available to DISTRICT one (1) or more of its Resident Outdoor Science School sites, hereinafter referred to as OUTDOOR SCHOOL, to be determined based upon the number of DISTRICT students participating in the program.

1.2 DISTRICT agrees to cooperate with SUPERINTENDENT in every reasonable way to enable SUPERINTENDENT as Lessee to carry out its obligations to the Lessor(s) of OUTDOOR SCHOOL.

2.0 This AGREEMENT shall be in full force and effect for the period commencing September 1, 2011 and ending June 30, 2012. **The fully executed AGREEMENT must be on file with the SUPERINTENDENT no later than September 13, 2011.**

3.0 The authority and responsibility with respect to the conduct of the OUTDOOR SCHOOL and its program shall rest with SUPERINTENDENT,

acting through its authorized representative, the OUTDOOR SCHOOL Administrator or his/her designee.

4.0 DISTRICT shall leave the OUTDOOR SCHOOL in the same condition as when it arrived, reasonable wear and tear excepted. DISTRICT agrees to bear the expense of repair or replacement of Lessor's or SUPERINTENDENT'S property or equipment due to damage and/or unreasonable wear to such property or equipment by DISTRICT'S students and/or staff.

5.0 Hold Harmless/Insurance coverage shall be as follows:

A. DISTRICT shall hold harmless, defend, and indemnify the Orange County Superintendent of Schools, the Orange County Board of Education, and their officers, agents, and employees from any and all claims for damages resulting from the acts or omissions of DISTRICT, its officers, agents, employees, and students with respect to the OUTDOOR SCHOOL.

B. SUPERINTENDENT shall hold harmless, defend, and indemnify the DISTRICT, its Governing Board, officers, agents, employees, and students from any and all claims for damage resulting from the acts or omissions of the Orange County Superintendent of Schools, the Orange County Board of Education and its officers, agents, and employees with respect to the OUTDOOR SCHOOL.

C. DISTRICT must furnish to SUPERINTENDENT a certificate of insurance evidencing all coverages and additional insured endorsements required **no less than <u>fourteen</u> (14) business**

days, excluding holidays, prior to DISTRICT'S first day of participation. DISTRICT shall not participate in the OUTDOOR SCHOOL program until SUPERINTENDENT has received a valid certificate of insurance evidencing the insurance coverage required.

D. DISTRICT'S insurance must be with an insurance company admitted and licensed by the Insurance Commissioner of the State of California or a program of self-insurance approved by the SUPERINTENDENT.

E. If the DISTRICT is either partially or fully self-insured for its liability exposures, DISTRICT must notify the SUPERINTENDENT in writing and provide the SUPERINTENDENT with a statement signed by an authorized representative of DISTRICT'S governing board which states that DISTRICT agrees to protect the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, employees, and agents as if the insurance requirements in Section 8.0 were in full effect.

F. DISTRICT agrees to maintain Comprehensive General Liability Insurance, including bodily injury, property damage, premises-operations, products-completed operations and personal injury in the amount of not less than One million dollars ($1,000,000) per occurrence or a program of self-insurance approved by Superintendent.

G. The following two (2) policy endorsements must be included and written as follows:

(a) "The Orange County Superintendent of Schools, the Orange County Board of Education, and their officers, agents and employees shall be added as an additional insured to the policy."

(b) "Such insurance as is afforded by this policy for the Orange County Superintendent of Schools, the Orange County Board of Education, and their officers, agents, and employees shall be primary, and any insurance carried by the Orange County Superintendent of Schools, or the Orange County Board of Education, and its officers, agents, and employees shall be excess and non-contributory."

H. DISTRICT shall, at DISTRICT'S sole cost and expense, take out prior to participation in the OUTDOOR SCHOOL, and maintain in full force and effect, from the first day of participation through the last day of participation, a policy or policies of insurance covering DISTRICT'S participation in the OUTDOOR SCHOOL program.

I. Insurance certificate description should read as **"Participation in the Inside the Outdoors Programs."**

J. It is further agreed that DISTRICT shall provide a thirty (30) day cancellation or reduction of coverage clause.

K. Insurance certificate holder shall be named proper as "Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050, Attn: Contracts Department."

6.0 The authorized DISTRICT representative for each class at the OUTDOOR SCHOOL shall be a certificated employee.

6.1 DISTRICT shall provide a certificated employee to participate in the OUTDOOR SCHOOL program for every 25-35 students. This provision may require adjustment for special education students at the discretion of the OUTDOOR SCHOOL Principal or his/her designee.

6.2 DISTRICT shall inform SUPERINTENDENT in writing at least thirty (30) days prior to the attendance of DISTRICT'S first school, current DISTRICT certificated staff contract provisions related to participation in the OUTDOOR SCHOOL program.

6.3 A DISTRICT certificated employee shall ride with and supervise students on the bus to and from the OUTDOOR SCHOOL.

6.4 All DISTRICT certificated employees are expected to remain at the OUTDOOR SCHOOL site throughout the entire period of the program, unless other arrangements have been made with the OUTDOOR SCHOOL Principal or his/her designee.

6.5 All participating DISTRICT certificated employees, in cooperation with the OUTDOOR SCHOOL staff, shall be expected to take an active role in teaching and supervising students.

6.6 Due to unpredictable weather conditions, high elevations, strenuous activity, slippery and/or steep trails, and

limited first aid services, a DISTRICT certificated employee with a special medical need or condition, including but not limited to pregnancy, may be physically at risk at the OUTDOOR SCHOOL. To insure the health and safety of such participating certificated employees and their students, the following procedures shall be followed by the DISTRICT:

6.6.1 A participating certificated employee with a special need or condition must sign the required "Release For A Teacher With A Special Need/Condition" incorporated by reference herein, and must discuss the OUTDOOR SCHOOL site conditions with his/her physician who must also consent by signature on the form to said employee's participation in the program. DISTRICT'S Risk Manager must also approve the participation of such employee by signature on form.

6.6.2 The "Release For A Teacher with A Special Need/Condition" must be submitted to the OUTDOOR SCHOOL Principal or his/her designee at SUPERINTENDENT'S program office six (6) weeks before DISTRICT school's participation.

6.6.3 SUPERINTENDENT hereby reserves the right to

deny the participation of a DISTRICT'S certificated employee with a special need or condition if the OUTDOOR SCHOOL principal deems the conditions at the outdoor school site unsafe for said employee. SUPERINTENDENT hereby reserves the right to request the DISTRICT provide an alternate certificated employee if the conditions are deemed unsafe for an employee with a special need or condition to participate in the OUTDOOR SCHOOL program.

6.7 Certificated employees may be required to provide their own bedroll or sleeping bag and towels and to provide all clothing and personal needs required by the employees.

6.8 At least six (6) weeks prior to each date of attendance, DISTRICT'S school(s) shall complete and fax/email the "Six Week Checklist" incorporated by reference herein, which shall state the number of students and how many certificated employees will be participating in the program, as well as a list of students and/or certificated employees who have special needs or conditions.

7.0 DISTRICT shall require the following for each student participating in the OUTDOOR SCHOOL:

7.1 The parent(s) of each student participating in the OUTDOOR SCHOOL program shall be required to complete a "Student Registration", incorporated by reference herein, which is to be submitted by DISTRICT staff upon arrival at the OUTDOOR SCHOOL site.

7.2 Parent(s) of a student requiring prescribed and/or non-prescribed medication(s) shall be required by DISTRICT to complete a "Medication Authorization (Prescription and Non-Prescription)", incorporated by reference herein, and return it to the student's school. This form shall be submitted to the OUTDOOR SCHOOL health services technician upon the student's arrival at the OUTDOOR SCHOOL site. If a signature from a legal guardian cannot be obtained within twenty-four (24) hours, DISTRICT may be required to transport student home.

7.3 Each student attending the OUTDOOR SCHOOL program shall be required by the DISTRICT'S schools to furnish a bedroll or sleeping bag, and all clothing and personal needs for student as per clothing list provided by SUPERINTENDENT in the brochure for parents.

8.0 SUPERINTENDENT shall be responsible for:

8.1 Arranging for the facilities, food services, and maintenance of the OUTDOOR SCHOOL site for students, certificated employees, and staff.

8.2 Providing a Camper's Sickness and Accident Insurance Program. SUPERINTENDENT shall carry a Camper's Sickness and Accident Insurance Policy covering SUPERINTENDENT'S employees and DISTRICT students while they are participating in the OUTDOOR SCHOOL program. The Camper's Sickness and Accident Insurance Program shall also cover DISTRICT students while being transported from the home school to the OUTDOOR SCHOOL site and while returning to home school.

8.3 Providing for the participation of students with special needs. A student with special needs is defined as one who may, due to emotional or physical condition, require individualized care or medical attention. Examples include, but are not limited to: diabetics, mobility challenged students, students in casts, students who regularly use a nebulizer, emotionally challenged students, and students with sever food allergies.

8.3.1 A "Release For A Student With A Special Need/Condition" incorporated by reference herein, shall be completed for each student with special needs and submitted to the OUTDOOR SCHOOL health services technician upon arrival at the OUTDOOR SCHOOL site.

8.3.2 Due to unique environmental conditions, active learning, and social programs,

students with special needs may be required by SUPERINTENDENT to be accompanied by an aide provided by DISTRICT. SUPERINTENDENT hereby reserves the right to deny participation of a student with a special need or condition if the OUTDOOR SCHOOL Principal or his/her designee deems the conditions at the OUTDOOR SCHOOL site to be unsafe for said student or if DISTRICT fails to provide an aide required by the SUPERINTENDENT for such a student.

8.4 Furnishing suitable staff to conduct the OUTDOOR SCHOOL instructional program.

8.5 Furnishing limited first aid services to care for minor injuries or illnesses.

8.6 Furnishing a "Teacher's Guide", incorporated by reference herein, covering the curriculum, policies and procedures for the OUTDOOR SCHOOL program and a "Coordinator's Guide", incorporated by reference herein.

9.0 DISTRICT understands and agrees that SUPERINTENDENT is not responsible for the loss, damage, or theft of personal possessions of DISTRICT employees or students, or DISTRICT'S equipment, materials, or supplies.

10.0 DISTRICT agrees to send to OUTDOOR SCHOOL each week the number of students indicated in Exhibit "A." DISTRICT agrees to pay a fee to

SUPERINTENDENT pursuant to Section 10.4, for each student of DISTRICT participating in the OUTDOOR SCHOOL program, unless a school is designated in Exhibit "A" as fully or partially funded by the sponsor, in which case the details of sponsorship shall be noted on Exhibit "A", up to the number of students listed in Exhibit "A." Students in excess of that number will be added if space and funding are available. The sponsor will pay SUPERINTENDENT directly for the fees of designated school(s) as detailed in Exhibit "A". All student fees, whether paid by DISTRICT or by the sponsor, shall cover: Room, facilities and maintenance services, food and related services, sickness and accident insurance, instructional services and materials.

10.1 Each DISTRICT shall be billed and agrees to pay on the basis of the number of students that actually participate, but no less than eighty percent (80%) of the number of students indicated in Exhibit "A".

10.2 A DISTRICT school may withdraw from the OUTDOOR SCHOOL program provided that a replacement school can be located with an enrollment equal to or better than ninety percent (90%) of the enrollment of the school requesting to withdraw. Should the provisions of this section not be adhered to, SUPERINTENDENT shall bill and DISTRICT agrees to pay SUPERINTENDENT the full per student fees on the basis of the number of students indicated on Exhibit "A".

10.3 Should DISTRICT'S schools' enrollment in the OUTDOOR

SCHOOL change from the number of students indicated on Exhibit "A", after this AGREEMENT has been fully executed, DISTRICT shall inform SUPERINTENDENT in writing, as soon as possible. A significant increase or decrease in a school's enrollment may result in the SUPERINTENDENT'S inability to adjust the schedule to accommodate DISTRICT school's students at a particular site, on particular dates, or at all.

10.4 Fee Schedule:

FEE SCHEDULE

DAYS	DAYS OF WEEK	DATES	COST PER STUDENT
5	M-F	9/26/11-9/30/11	$380
5	M-F	10/03/11-10/07/11	$380
5	M-F	10/10/11-10/14/11	$380
5	M-F	10/17/11-10/21/11	$380
4	T-F	10/25/11-10/28/11	$340
5	M-F	10/31/11-11/04/11	$380
4	M-Th	11/07/11-11/10/11	$340
5	M-F	11/14/11-11/18/11	$380
4	T-F	11/29/11-12/02/11	$340
5	M-F	12/05/11-12/09/11	$380
4	M-Th	12/12/11-12/15/11	$340
4	T-F	1/03/12-1/06/12	$340
5	M-F	1/09/12-1/13/12	$380
4	T-F	1/17/12-1/20/12	$340
5	M-F	1/23/12-1/27/12	$380
5	M-F	1/30/12-2/03/12	$380
4	T-F	2/07/12-2/10/12	$340
4	T-F	2/14/12-2/17/12	$340
4	T-F	2/21/12-2/24/12	$340
5	M-F	2/27/12-3/02/12	$380
5	M-F	3/05/12-3/09/12	$380
5	M-F	3/12/12-3/16/12	$380
5	M-F	3/19/12-3/23/12	$380
5	M-F	3/26/12-3/30/12	$380
4	M-Th	4/02/12-4/05/12	$340
4	T-F	4/17/12-4/20/12	$340
5	M-F	4/23/12-4/27/12	$380
5	M-F	4/30/12-5/04/12	$380
4	T-F	5/08/12-5/11/12	$340
4	T-F	5/15/12-5/18/12	$340

4	**T-F**	**5/22/12-5/25/12**	**$340**
4	**T-F**	**5/29/12-6/1/12**	**$340**

10.4.1 The above fee schedule represents the maximum per student charge per week. Depending on circumstances during a particular week, the per student fee may be reduced. All student fee reductions will be factored into the final billing. In no instance shall the student fee exceed the fee schedule referenced above.

10.5 A week of OUTDOOR SCHOOL is defined as a period beginning with lunch following the student's arrival on the first (1st) day of the OUTDOOR SCHOOL week and extending through the last day of the same OUTDOOR SCHOOL week, with departure from OUTDOOR SCHOOL on or before 11:00 a.m.

10.6 A day of attendance is defined as a student being present during any portion of the day, 12:01 a.m. through 12:00 midnight.

10.7 Cost of room (on a shared occupancy basis) and food for each certificated employee is included in student fees.

10.8 If, in addition to the certificated employee required for every 25-35 students, the DISTRICT sends

additional certificated or non-certificated staff or student teachers, the prevailing per person site rates for room and food shall apply for each additional staff member. Visiting school personnel, parents, and friends will be charged the prevailing rates for all meals and snacks eaten and for overnight accommodations, if available.

10.9 Pro-rated fees shall be charged for students arriving late and/or departing early due to illness, or other reasons deemed necessary or appropriate by the OUTDOOR SCHOOL Administrator or his/her designee. The following fee schedule will apply under such circumstances:

10.9.1 5 days/4 nights/12 meals weeks

If student arrives late any time on the:

1st day-DISTRICT pays full fee

2nd day-DISTRICT pays 80% of normal fee

3rd day-DISTRICT pays 60% of normal fee

4th day-DISTRICT pays 40% of normal fee

If student departs early at any time on:

1st day-DISTRICT pays 20% of normal fee

2nd day-DISTRICT pays 40% of normal fee

3rd day-DISTRICT pays 60% of normal fee

4th day-DISTRICT pays 80% of normal fee

5th day-DISTRICT pays full fee

10.9.2 4 days/3 nights/9 meals weeks

If student arrives late any time on the:

1st day-DISTRICT pays full fee

2nd day-DISTRICT pays 75% of normal fee

3rd day-DISTRICT pays 50% of normal fee

If student departs early at any time on:

1st day-DISTRICT pays 25% of normal fee

2nd day-DISTRICT pays 50% of normal fee

3rd day-DISTRICT pays 75% of normal fee

4th day-DISTRICT pays full fee

10.10 DISTRICT'S students departing from and returning to the OUTDOOR SCHOOL for any reason during a week will be charged the full student fee for that week.

10.11 In the event of any condition, including emergencies and late arrival of school buses, which would prohibit the safe departure of DISTRICT students and DISTRICT staff after 12:00 p.m. on the last day of the week, SUPERINTENDENT shall charge DISTRICT for additional costs related to feeding students and staff, and the supervision of students until such time of departure.

10.12 DISTRICT shall pay SUPERINTENDENT the actual cost of any miscellaneous items, including but not limited to first-aid supplies, photocopy or duplicating service, phone services, miscellaneous food items, bedding, or any breakage or damage.

10.13 DISTRICT'S payment of all fees, according to the provisions of this AGREEMENT shall be made to

SUPERINTENDENT within thirty (30) days of postmark on invoice from SUPERINTENDENT.

11.0 In compliance with Education Code Section 35330, DISTRICT hereby declares that no student has been denied the opportunity to participate in the OUTDOOR SCHOOL because of the inability to pay the required fee. DISTRICT shall make every effort to obtain the financial support from fund-raising activities and voluntary contributions made by parents and the community, to assist those students who are unable to pay the required fee.

12.0 Responsibility for transportation to and from the OUTDOOR SCHOOL shall be as follows:

12.1 Transportation of DISTRICT students, certificated employees, other DISTRICT staff members, and luggage to and from the OUTDOOR SCHOOL is the responsibility of DISTRICT, and is not included in the OUTDOOR SCHOOL fee pursuant to Section 10.4.

12.2 It is the DISTRICT'S responsibility to arrange for transportation of a student in a timely manner if the student needs to be picked up due to behavior problems or illness, as deemed necessary by OUTDOOR SCHOOL Principal or his/her designee. DISTRICT shall retain responsibility for its students from time of departure from home school to time of return to home school.

12.3 **It is the DISTRICT'S responsibility for providing and arranging buses equipped with snow chains in the event that the Highway Patrol has posted snow chain**

requirements on mountain highways. Information regarding snow chain requirements is available on the Caltrans website at http://www.dot.ca.gov/cgi-bin/roads.cgi.

13.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to the DISTRICT Superintendent or his/her designee, pursuant to Education Code Section 39656, the authority to allow additional schools or students to participate in the OUTDOOR SCHOOL during the term of this AGREEMENT on a space available basis. If DISTRICT wishes to add (a) school(s) to this AGREEMENT, SUPERINTENDENT shall generate an addendum to this AGREEMENT indicating the name(s) of the school(s), the number of students for each school, and the date(s) of participation. The addendum shall be signed by DISTRICT'S Superintendent or his/her designee and returned to SUPERINTENDENT.

14.0 SUPERINTENDENT reserves the right to change or cancel DISTRICT'S location and/or date of participation in the OUTDOOR SCHOOL program under the following conditions: repair of grounds or facilities; threat of fire, flood, storm or other natural or man-made disturbance; lack of sufficient SUPERINTENDENT staff; or other condition(s) which would make the operation of the OUTDOOR SCHOOL imprudent, unsafe or unhealthy. SUPERINTENDENT will make every effort to provide reasonable advance written notice to DISTRICT, when possible, of such changes or cancellations in the OUTDOOR SCHOOL schedule, attached hereto and incorporated by reference herein as Exhibit "A".

15.0 If DISTRICT wishes to cancel all or a portion of a DISTRICT school's week of participation due to a real or perceived emergency condition such as fire, flood, earthquake, or severe weather conditions, SUPERINTENDENT shall follow the procedures outlined below:

15.1 SUPERINTENDENT shall communicate with the appropriate governmental agency(ies) having jurisdiction over the particular site (U.S. Forest Service, California Highway Patrol, San Bernardino County Sheriff, and the San Bernardino County Health and Safety Department) to ascertain the accessibility and safe operation of the OUTDOOR SCHOOL site in question.

15.2 Based on the recommendations made by the agency(ies) referenced in Section 15.1, SUPERINTENDENT and DISTRICT'S Principal, or his/her designee, or Outdoor Science School Principal, or his/her designee, shall mutually agree on a course of action regarding the health and safety of students and staff at the site in question.

15.2.1 If the site in question is deemed inaccessible and/or considered to be unsafe for student use and instruction by both SUPERINTENDENT and DISTRICT, students and staff will be evacuated or participation will be postponed or cancelled. SUPERINTENDENT will pro-rate the DISTRICT'S

fees and will attempt to reschedule DISTRICT school(s) at another date and/or location. If the inaccessible and/or unsafe condition prohibits participation on the first (1st) day of the week, no fees shall be charged to DISTRICT by SUPERINTENDENT until the site is safe, accessible and open.

15.2.2 In the event of severe weather such as rain, snow, flood or other acts of nature, SUPERINTENDENT, in cooperation with the agency(ies) referenced in Section 15.1, shall make a good faith effort to determine the safe condition of roads and sites on the first (1st) day and throughout the week of participation. Final determination as to safe use of roads and site by students and staff will be made by the SUPERINTENDENT as soon as possible on the first (1st) day of participation, and at any time throughout the week of participation. If the roads and site are determined by SUPERINTENDENT to be safe and accessible, but DISTRICT for whatever reason disagrees and DISTRICT does not participate as scheduled, all provisions of

this AGREEMENT including the full payment of applicable fees shall apply.

15.2.3 It shall be the responsibility of DISTRICT to update parents and DISTRICT personnel of such decisions and procedures.

16.0 In the event SUPERINTENDENT, for any reason, fails to maintain a master lease for an OUTDOOR SCHOOL site during the period September 1, 2011 through June 30, 2012 this AGREEMENT shall become of no force or effect.

17.0 SUPERINTENDENT and DISTRICT agree that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex of such persons.

18.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be construed and entered into in accordance with the laws of the State of California, through California state courts with venue in Orange County, California.

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

provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

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

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

20.0 In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to Policy 400.15. Failure to comply with conditions of this policy may result in the termination of this AGREEMENT.

21.0 ALCOHOL ON SCHOOL PROPERTY. In the interest of public health, the SUPERINTENDENT provides an alcohol-free environment. Consuming, possessing, selling, giving, or distributing any alcohol beverage or product are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to Business & Professions Code 25608. Failure to abide with these conditions could result in the termination of this AGREEMENT.

22.0 If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

23.0 This AGREEMENT contains the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement hereafter made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

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

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: July 1, 2011

Exhibit A

Capistrano Unified School District										
School	Tracks	Gr	Students	Change	Initial	Start	Days	OSS Site	Student	Comments
				*		Date			Fee	
Arroyo Vista		5	105			4/2/2012	4	Calvary	340	
Barcelona Hills		5	93			5/22/2012	4	Creekside	340	
Castille		5	111			3/19/2012	5	Cedar Crest	380	
Chaparral		5	175			4/17/2012	4	Calvary	340	
Hidden Hills		5	82			4/17/2012	4	Cedar Crest	272	
Las Palmas		5	105			11/7/2011	4	Calvary	340	Fees paid by Sponsor
Oak Grove		5	120			4/23/2012	4	Creekside	304	
Reilly		5	60			5/22/2012	4	Creekside	340	
San Juan		5	100			2/7/2012	4	Creekside	340	Fees paid by Sponsor
District Total			951							

* Sponsorship is detailed above (full or partial) according to established criteria, and is available up to the number of students noted on this exhibit. Additional students, if they can be accommodated at Outdoor Science School site(s), may be charged the fees described in Section 10.4 if funding for the increase is not available.

Note:

1) The Orange County Superintendent of Schools shall have final approval on all revisions/modifications made to Exhibit A.
2) Cancellations and/or modifications to the number of students indicated in Exhibit A are subject to the terms and conditions of Section 10.1 and Section 10.2 of the Agreement.

FCMAT
FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM
CSIS California School Information Services

FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM
DRAFT STUDY AGREEMENT
May 31, 2011

The FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM (FCMAT), hereinafter referred to as the Team, and the Capistrano Unified School District, hereinafter referred to as the District, mutually agree as follows:

1. BASIS OF AGREEMENT

The Team provides a variety of services to school districts and county offices of education upon request. The District has requested that the Team provide for the assignment of professionals to study specific aspects of the Capistrano Unified School District operations. These professionals may include staff of the Team, County Offices of Education, the California State Department of Education, school districts, or private contractors. All work shall be performed in accordance with the terms and conditions of this Agreement.

In keeping with the provisions of AB1200, the County Superintendent will be notified of this agreement between the District and FCMAT and will receive a copy of the final report. The final report will be published on the FCMAT website.

2. SCOPE OF THE WORK

A. Scope and Objectives of the Study

The scope and objectives of this study are to:

The District is requesting the FCMAT Team to conduct a review of the Home to School and Special Education Transportation program and provide recommendations for best practices for the following components:

1. Evaluate the transportation department's dispatch operation and methodology including driver route directions and its integration with routing/planning and provide recommendations regarding best practices to improve the operational efficiency.

2. Review the existing management organizational structure with a specific focus in the areas of safety and training while performing the daily operational duties and requirements of the department and provide recommendations.

B. Services and Products to be Provided

Orientation Meeting - The Team will conduct an orientation session at the School District to brief District management and supervisory personnel on the procedures of the Team and on the purpose and schedule of the study.

On-site Review - The Team will conduct an on-site review at the District office and at school sites if necessary.

1. Exit Report - The Team will hold an exit meeting at the conclusion of the on-site review to inform the District of significant findings and recommendations to that point.

2. Exit Letter - The Team will issue an exit letter approximately 10 days after the exit meeting detailing significant findings and recommendations to date and memorializing the topics discussed in the exit meeting.

3. Draft Reports - Sufficient copies of a preliminary draft report will be delivered to the District administration for review and comment.

4. Final Report - Sufficient copies of the final study report will be delivered to the District administration following completion of the review.

5. Follow-Up Support – Six months after the completion of the study, FCMAT will return to the District, if requested, to confirm the District's progress in implementing the recommendations included in the report, at no cost. Status of the recommendations will be documented to the District in a FCMAT Management Letter.

3. PROJECT PERSONNEL

The study team will be supervised by Anthony L. Bridges, CFE, Deputy Executive Officer, Fiscal Crisis and Management Assistance Team, Kern County Superintendent of Schools Office. The study team may also include:

A. John F. Von Flue	***FCMAT Fiscal Intervention Specialist***
B. Timothy Purvis	***FCMAT Consultant***
C. Michael Rea	***FCMAT Consultant***

Other equally qualified consultants will be substituted in the event one of the above noted individuals is unable to participate in the study.

4. PROJECT COSTS

The cost for studies requested pursuant to E.C. 42127.8(d)(1) shall be:

A. $500.00 per day for each Team Member while on site, conducting fieldwork at other locations, preparing and presenting reports, or participating in meetings.

B. All out-of-pocket expenses, including travel, meals, lodging, etc. The District will be invoiced at actual costs, with 50% of the estimated cost due following the completion of the on-site review and the remaining amount due upon acceptance of the final report by the District.

Based on the elements noted in section 2 A, the total cost of the study is estimated at $11,500.

C. Any change to the scope will affect the estimate of total cost.

Payments for FCMAT services are payable to Kern County Superintendent of Schools - Administrative Agent.

5. RESPONSIBILITIES OF THE DISTRICT

A. The District will provide office and conference room space while on-site reviews are in progress.

B. The District will provide the following (if requested):

1. A map of the local area
2. Existing policies, regulations and prior reports addressing the study request
3. Current or proposed organizational charts
4. Current and two (2) prior years' audit reports
5. Any documents requested on a supplemental listing
6. Any documents requested on the supplemental listing should be provided to FCMAT in electronic format when possible.
7. Documents that are only available in hard copy should be scanned by the district and sent to FCMAT in an electronic format.
8. All documents should be provided in advance of field work and any delay in the receipt of the requested documentation may affect the start date of the project.

C. The District Administration will review a preliminary draft copy of the study. Any comments regarding the accuracy of the data presented in the report or the practicability of the recommendations will be reviewed with the Team prior to completion of the final report.

Pursuant to EC 45125.1(c), representatives of FCMAT will have limited contact with pupils. The District shall take appropriate steps to comply with EC 45125.1(c).

6. PROJECT SCHEDULE

The following schedule outlines the planned completion dates for key study milestones:

Orientation:	***September 19, 2011***
Staff Interviews:	***to be determined***
Exit Interviews:	***to be determined***
Preliminary Report Submitted:	***to be determined***
Final Report Submitted:	***to be determined***
Board Presentation:	***to be determined***
Follow-Up Support:	***If requested***

7. CONTACT PERSON

Name of contact person: Mike Patton, Director of Transportation

Telephone: (949) 489-7365 FAX: (949) 831-4213

E-Mail: mrpatton@capousd.org

Dr. Joseph M. Farley, Superintendent Date
Capistrano Unified School District

Anthony L. Bridges, CFE Date
Deputy Executive Officer
Fiscal Crisis and Management Assistance Team

EXTENSION OF AGREEMENT NO. C1011117

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

VAVRINEK, TRINE, DAY & CO. LLP

Consultant Agreement No. C1011117 called for an original 4-month contract covering the period of February 23, 2011, through June 30, 2011.

The contract with Vavrinek, Trine, Day & Co. LLP shall be extended an additional twelve (12) months, for 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 February 22, 2011, all other terms of the contract remain in full force and effect.

DISTRICT	**CONSULTANT**
Capistrano Unified School District	**Vavrinek, Trine, Day & Co. LLP**
By: _____ Signature	By: _____ Signature
Terry Fluent	_____ Print Name
Director, Purchasing	_____ Title
Date: _____	Date: _____

Exhibit A

SCOPE OF SERVICES

The work will be consulting services as defined by Governmental Auditing Standards issued by the Comptroller General of the United States. Our work will not constitute an audit or review of transactions and should not be relied upon as such.

The District is responsible for the appropriate recording and reporting of financial transactions and management decisions. Accordingly, all work will be conducted at your direction, and/or the direction of your designee, to insure that the work meets the District's objectives. Either you or your designee will be responsible for review and approval of any work product directly prepared by VTD, including any adjustments to the accounting records that may be proposed by VTD, or reports drafted by VTD during the engagement.

Governmental Auditing Standards require that the District be responsible for the substantive outcomes of VTD work and be in a position in fact and appearance to make an informed judgment on the results of the non-audit services and that the Orange County Department of Education.

- Designates a knowledgeable management level individual to be responsible and accountable for overseeing the non-audit services.

- Establishes and monitors the performance of the non-audit services to ensure that it meets management's objectives.

- Makes any decisions that involve management functions related to the non-audit services and accepts full responsibility for such decisions.

- Evaluates the adequacy of the services performed and any findings that result.

In accordance with Governmental Auditing Standards, the County will be required to provide VTD with a letter, signed by you. The letter will affirm that VTD's work has been reviewed and that the County accepts responsibility for any adjustments to the accounting records or reports drafted by VTD during the engagement.

Specific services to be available to the County follow. Any additional services requested, other than routine advice will require an amendment of this agreement.

Assisting District Staff in Preparing Reports

- Assist District staff in the preparation of State Reports from District records with staff input.
- SACS series actual and budget financial reports including cash flows and multi-year projections.
- AB 1200 Negotiation settlement reports.
- Federal and State categorical program expenditure reports.
- VTD analysis includes:
    - Researching questioned items, proposing adjusting entries to actual financial activity.

Budgeting and Interim Reporting

- Assistance and training in enrollment projections and classroom staffing.

- Assist District staff in the preparation of present year and multi-year projections from District financials with District assumptions.

Training and Advice

- VTD will provide training and advice to District staff as requested.
- VTD will audit specific transactions or reports if requested by the District. Such audits will require a separate engagement letter.

STAFFING

The Partner in charge of the engagement will be Dusty Ferguson, with the assistance from Phil Hillman, Consultant and other VTD consultants and staff as necessary. Every effort will be made to delegate work to our accounting staff to minimize the expense to the District and/or meet District deadlines.

FEES

Pursuant to the current rates in the audit contract, fees will be based on the hours worked at a daily rate of $1,200, plus mileage. Invoices will be submitted monthly and are due upon receipt. ~~In addition to such payment for personal services, VTD shall be reimbursed for such travel as may be necessary, including expenses for hotels, meals and mileage computed at the current IRS rate per mile.~~

TERM OF ENGAGEMENT

The term of the engagement is February 1, 2011 to June 30, 2011.

TERMINATION OF ENGAGEMENT

The engagement may be terminated by either party without cause.

ARBITRATION

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

INDEPENDENT CONTRACTOR

VTD is an independent contractor as defined by Federal and State taxing authorities.

INSURANCE

VTD maintains current worker compensation and liability insurance policies.

Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Vavrinek, Trine, Day & Co. LLP

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** Fiscal and financial management consulting services as required by District.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on February 23, 2011 and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed amount specified by District purchase order as per attached fee schedule Exhibit A and/or proposal Exhibit N/A. DISTRICT shall pay CONSULTANT after receipt of consultant invoice and with approval of a District representative.

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows: Mileage computed at the current IRS rate per mile.

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

6. **Materials:** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A

CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

8. **Copyright/Trademark/Patent:** CONSULTANT 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. CONSULTANT consents to use of CONSULTANT'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 CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT'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 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 charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. **Hold Harmless:** CONSULTANT agrees to and shall defend, indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented

invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by CONSULTANT or its subcontractors,

whether authorized by this Agreement or not. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of DISTRICT or any of its agents or employees.

11. **Insurance:** Pursuant to Section 10, CONSULTANT agrees to carry a commercial general liability insurance 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 CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT 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, CONSULTANT 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. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured's by separate endorsement under said policy.

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

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

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

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

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

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

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

19. **Notice:** All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) 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	CONSULTANT
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Vavrinek, Trine, Day & Co., LLP 8270 Aspen Street Rancho Cucamonga, CA 91730

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

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

22. **Governing Law:** The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto and incorporated herein: (if applicable)

a. Exhibit A Letter of Engagement dated January 31, 2011

b. Exhibit B N/A

c. Exhibit C N/A

CONSULTANT NAME: Vavrinek, Trine, Day & Co. LLP Contract No. C1011117

This AGREEMENT is entered into this 23rd Day of February 2011.

DISTRICT:

By: _____
Terry Fluent, Director of Purchasing

CONSULTANT:

By: _____
Signature

Dusteen Ferguson
Printed Name

Partner
Title

February 22, 2011
Board Approval Date

95-2648289
Social Security or Taxpayer Identification

January 31, 2011

Mr. Ron Lebs
Deputy Superintendent, Business and Support Services
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Dear Ron:

I would like to thank you for opportunity to use the management services provided by Vavrinek, Trine, Day & Co., LLP. I look forward to working with you and your staff on Second Interim and Budget related projects. This letter will serve as our engagement letter for services to be performed during the 2010-11 fiscal year. This engagement letter is in conformance with the Government Accounting Standards (GAO).

The standards to which VTD will conform are intended to better serve the public interest and to maintain a high degree of integrity, objectivity and independence for both audit work and for non-audit work with government audit clients.

The standard for non-audit services for government audit clients is based on two overarching principles:

- Auditors (VTD) should not perform management functions or make management decisions; and
- Auditors (VTD) should not audit their own work or provide non-audit services in situations where the amounts or services involved are significant / material to the subject matter of the audit.

In lieu of these principles, our available resources and considering your needs, our firm offers the following way that we can assist you and your staff. We will provide you with professional accounting assistance within the engagement scope and on the terms stated below.

PURPOSE OF THE ENGAGEMENT

The purpose of the engagement is to assist the District in the any of the following areas:

- Budget and Financial Report Preparation training and assistance
  - Second Interim Reporting
  - Budget Development and Reporting
- Business staff training and advisory services
- Business related workshops

SCOPE OF SERVICES

The work will be consulting services as defined by Governmental Auditing Standards issued by the Comptroller General of the United States. Our work will not constitute an audit or review of transactions and should not be relied upon as such.

The District is responsible for the appropriate recording and reporting of financial transactions and management decisions. Accordingly, all work will be conducted at your direction, and/or the direction of your designee, to insure that the work meets the District's objectives. Either you or your designee will be responsible for review and approval of any work product directly prepared by VTD, including any adjustments to the accounting records that may be proposed by VTD, or reports drafted by VTD during the engagement.

Governmental Auditing Standards require that the District be responsible for the substantive outcomes of VTD work and be in a position in fact and appearance to make an informed judgment on the results of the non-audit services and that the Orange County Department of Education.

- Designates a knowledgeable management level individual to be responsible and accountable for overseeing the non-audit services.

- Establishes and monitors the performance of the non-audit services to ensure that it meets management's objectives.

- Makes any decisions that involve management functions related to the non-audit services and accepts full responsibility for such decisions.

- Evaluates the adequacy of the services performed and any findings that result.

In accordance with Governmental Auditing Standards, the County will be required to provide VTD with a letter, signed by you. The letter will affirm that VTD's work has been reviewed and that the County accepts responsibility for any adjustments to the accounting records or reports drafted by VTD during the engagement.

Specific services to be available to the County follow. Any additional services requested, other than routine advice will require an amendment of this agreement.

Assisting District Staff in Preparing Reports

- Assist District staff in the preparation of State Reports from District records with staff input.
- SACS series actual and budget financial reports including cash flows and multi-year projections.
- AB 1200 Negotiation settlement reports.
- Federal and State categorical program expenditure reports.
- VTD analysis includes:
    - Researching questioned items, proposing adjusting entries to actual financial activity.

Budgeting and Interim Reporting

- Assistance and training in enrollment projections and classroom staffing.

- Assist District staff in the preparation of present year and multi-year projections from District financials with District assumptions.

Training and Advice

- VTD will provide training and advice to District staff as requested.
- VTD will audit specific transactions or reports if requested by the District. Such audits will require a separate engagement letter.

STAFFING

The Partner in charge of the engagement will be Dusty Ferguson, with the assistance from Phil Hillman, Consultant and other VTD consultants and staff as necessary. Every effort will be made to delegate work to our accounting staff to minimize the expense to the District and/or meet District deadlines.

FEES

Pursuant to the current rates in the audit contract, fees will be based on the hours worked at a daily rate of $1,200, plus mileage. Invoices will be submitted monthly and are due upon receipt. ~~In addition to such payment for personal services, VTD shall be reimbursed for such travel as may be necessary, including expenses for hotels, meals and mileage computed at the current IRS rate per mile.~~

TERM OF ENGAGEMENT

The term of the engagement is February 1, 2011 to June 30, 2011.

TERMINATION OF ENGAGEMENT

The engagement may be terminated by either party without cause.

ARBITRATION

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

INDEPENDENT CONTRACTOR

VTD is an independent contractor as defined by Federal and State taxing authorities.

INSURANCE

VTD maintains current worker compensation and liability insurance policies.

If this engagement letter correctly states your understanding of the engagement, please sign below and return a copy for our files.

Capistrano Unified School District

Ron Lebs
Deputy Superintendent, Business
and Support Services

Date: _____

Vavrinek, Trine, Day & Co., LLP.

Dusteen Ferguson
Partner

Date: 3-2-11

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ANNELIESE'S SCHOOL

This School Bus Service Agreement called for an original 12-month contract covering the period August 1, 2009 through July 31, 2010, with annual renewals at the option of the Board of Trustees for two (2) additional one year periods.

The contract with Anneliese's School pursuant to Contract No. C0910070, shall be extended, covering the period August 1, 2011 through July 31, 2012.

Except as set forth in this Extension Agreement, and Board approved on September 15, 2009, all other terms of the contract remain in full force and effect.

DISTRICT	**CLIENT**
Capistrano Unified School District	**Anneliese's School**
By: _____ Signature	By: _____ Signature
Terry Fluent	_____ Print Name
Director, Purchasing	_____ Title
Date: _____	Date: _____

Agreement Number: C0910070

CAPISTRANO UNIFIED SCHOOL DISTRICT
SCHOOL BUS SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 1st day of August, 2009, by and between the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675 (hereinafter referred to as "DISTRICT"), and Anneliese's Schools, 758 Manzanita Drive, Laguna Beach, CA 92651, (hereinafter referred to as "ANNELIESE'S SCHOOLS"). DISTRICT and ANNELIESE'S SCHOOLS shall be collectively referred to as the Parties.

WHEREAS, ANNELIESE'S SCHOOLS bought one of the DISTRICT's surplus school buses and requires school bus inspection, servicing, maintenance, repair, and school bus driver training services;

WHEREAS, the DISTRICT is specially trained and experienced and competent to perform such special services required by ANNELIESE'S SCHOOLS to operate and maintain the school bus purchased by ANNELIESE'S SCHOOLS;

WHEREAS, ANNELIESE'S SCHOOLS is in need of such special services and advice from DISTRICT; and

WHEREAS, DISTRICT and ANNELIESE'S SCHOOLS wish to enter into this AGREEMENT with the understanding that these services are being rendered secondary to services required by DISTRICT's schools and students and only if DISTRICT operations are not adversely impacted in any way;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SERVICES TO BE PROVIDED BY THE DISTRICT.

1.1 Provide routine inspection and servicing (i.e. lubrication of chassis, changing oil, oil filters and air filters) on the one (1) ANNELIESE'S SCHOOLS school bus every 3,000 miles or 45 calendar days, whichever occurs first, at $105/hour (inspection/servicing fees have a ½ hour minimum).

1.2 Provide an annual school bus maintenance check-up on the one (1) ANNELIESE'S SCHOOLS school bus at $105/hour and any repairs necessitated by such maintenance check-up will be mutually agreed to in writing between the Parties.

1.3 Provide emergency roadside assistance for the one (1) ANNELIESE'S SCHOOLS school bus within DISTRICT boundaries at $105/hour, which shall commence from point of departure to point of return.

1.4 Provide emergency roadside assistance for the one (1) ANNELIESE'S SCHOOLS school bus outside DISTRICT boundaries at DISTRICT's discretion at $105/hour, which shall commence from point of departure to point of return.

1.5 Provide certified California school bus driver training at $55.00/hour per training session.

1.6 Provide certified California school bus behind the wheel training at $55.00/hour per individual driver. (Initial training for Class B license requires drivers to take 25 hours of classroom training plus 25 hours of behind the wheel training - a one-time requirement for a five year license. Each year

thereafter, annual in-service classroom training of 10 hours is required upon each driver's birth date.)

2.0 TERM. DISTRICT shall commence providing services under this AGREEMENT on or after August 1, 2009 and this Agreement shall be effective for one (1) year with two (2) one year options to renew upon mutual written agreement of the Parties.

3.0 FEES/PAYMENT. ANNELIESE'S SCHOOLS agrees to pay the DISTRICT for services satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT. ANNELIESE'S SCHOOLS agrees to pay all hourly rates as stated in Section 1.0 and any and all towing costs, if necessary. All parts/supplies/materials, fuel and oil shall be paid by ANNELIESE'S SCHOOLS. There shall be no costs or expenses to the DISTRICT to provide these services. Payment shall be made upon receipt of an invoice from DISTRICT in duplicate. Payment shall be mailed to: CAPISTRANO UNIFIED SCHOOL DISTRICT, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA 92675, ATTN: ACCOUNTS PAYABLE, or at such other place as DISTRICT may designate in writing.

4.0 COMMUNICATION BETWEEN THE PARTIES. ANNELIESE'S SCHOOLS shall communicate directly with the DISTRICT's Executive Director of Transportation for the purpose of requesting any of the services provided in this AGREEMENT. ANNELIESE'S SCHOOLS shall comply with all schedules that have been established by the DISTRICT for inspecting, servicing and/or maintaining the ANNELIESE'S SCHOOLS school bus and shall deliver the bus at or before the time scheduled.

5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this AGREEMENT, shall be and act as an independent contractor. DISTRICT

understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the ANNELIESE'S SCHOOLS, and are not entitled to benefits of any kind or nature normally provided employees of ANNELIESE'S SCHOOLS and/or to which ANNELIESE'S SCHOOLS employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. DISTRICT assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this AGREEMENT. DISTRICT 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 DISTRICT'S employees.

6.0 TERMINATION. Either party may terminate this AGREEMENT with or without reason by providing thirty (30) days written notice to the other party specifying the desired date of termination. Notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7.0 HOLD HARMLESS/INDEMNIFICATION. ANNELIESE'S SCHOOLS agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Governing Board, officers and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property caused by any negligent act, default, or negligent omission of the ANNELIESE'S SCHOOLS, or its officers or employees arising out of, or in any way connected with, this AGREEMENT, whether said injury or

damage occurs either on or off ANNELIESE'S SCHOOLS's or DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers or employees.

8.0 INSURANCE. ANNELIESE'S SCHOOLS will provide the DISTRICT with a certificate of insurance which provides insurance coverage on the ANNELIESE'S SCHOOLS owned school bus inspected, serviced, maintained, and/or repaired by the DISTRICT. A certificate of insurance shall also show that the DISTRICT is named as an additional insured on the policy or policies of general liability and auto liability policies. Said certificate of insurance shall also show that the DISTRICT will be given at least thirty (30) days notice prior to the termination, cancellation or modification of said insurance.

9.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT.

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

11.0 COMPLIANCE WITH APPLICABLE LAWS. DISTRICT and ANNELIESE'S SCHOOLS agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to DISTRICT and ANNELIESE'S SCHOOLS as they relate to their respective performances pursuant to this AGREEMENT.

12.0 PERMITS/LICENSES. DISTRICT and all DISTRICT'S employees 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.

13.0 NON-DISCRIMINATION. DISTRICT and ANNELIESE'S SCHOOLS agree that they 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.

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

DISTRICT: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Mike Patton, Executive Director

ANNELIESE'S SCHOOLS: Anneliese's Schools
758 Manzanita Drive
Laguna Beach, CA 92651
Attn: Anneliese Schimmelpsennig, Owner

15.0 NON WAIVER. The failure of DISTRICT or ANNELIESE'S SCHOOLS 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.

16.0 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.

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

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

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IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT:
CAPISTRANO UNIFIED SCHOOL
DISTRICT

BY: J Fluent

PRINT NAME: Terry Fluent

TITLE: Director, Purchasing

DATE: 12/17/09

TAXPAYER ID#: 95-2321055

ANNELIESE'S SCHOOLS

BY: Anneliese Schimmelpfennig

PRINT NAME: Anneliese Schimmelpsennig

TITLE: Owner Schimmelpfennig

DATE: Nov. 20, 2009

Capistrano Unified School District
School Bus Service Agreement

Amendment No. 1

The Agreement of August 1, 2009, by and between the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675 (hereinafter referred to as 'DISTRICT") and Anneliese's Schools, 758 Manzanita Drive, Laguna Beach, California 92651 (hereinafter referred to as "ANNELIESE'S SCHOOLS") is hereby amended as follows:

1. Section 1.0 SERVICES TO BE PROVIDED BY THE DISTRICT shall be amended in Sections 1.1, 1.2, 1.3, and 1.4 to indicate that services shall be provided by two (2) ANNELIESE'S SCHOOLS school busses, a 1988 Bluebird TF, VIN@ 1BABKCWA0JF079988, and a 2003 Freight Liner Bus, VIN # 4UZAAWAL33CK40624.

2. Section 8.0 INSURANCE shall be amended to require ANNELIESE'S SCHOOLS to provide the DISTRICT with a certificate of insurance covering the two (2) ANNELIESE'S SCHOOLS owned school busses.

3. Except as expressly herein amended, said Agreement of August 1, 2009, shall in all respects be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto set their hands.

Capistrano Unified School District

By: T Fluent

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 12/17/09

Taxpayer ID#: 95-2321055

Anneliese's Schools

By: Anneliese Schimmelpfennig

Print Name: Anneliese Schimmelpfennig

Title: Owner

Date: 12-7-09

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ANNELIESE'S SCHOOL

This School Bus Service Agreement called for an original 12-month contract covering the period August 1, 2009 through July 31, 2010, with annual renewals at the option of the Board of Trustees for two (2) additional one-year periods.

The contract with Anneliese's School pursuant to Contract No. C0910070, shall be extended, covering the period August 1, 2010, through July 31, 2011.

Except as set forth in this Extension Agreement, and Board approved on September 15, 2009, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print Name

Director, Purchasing
Title

Date: 9/28/10

Anneliese's School

By: _____
Signature

Schimmel Fenn
Print Name

Secretary
Title

Date: 9/22/10

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

JSERRA

This School Bus Service Agreement called for an original 12-month contract covering the period September 15, 2010 through September 14, 2011, with annual renewals at the option of the Board of Trustees for two (2) additional one year periods.

The contract with JSERRA pursuant to Contract No. C1011065, shall be extended, covering the period September 15, 2011 through September 14, 2012.

Except as set forth in this Extension Agreement, and Board approved on September 14, 2010, all other terms of the contract remain in full force and effect.

DISTRICT	**CLIENT**
Capistrano Unified School District	**JSERRA**
By: _____ Signature	By: _____ Signature
Terry Fluent	_____ Print Name
Director, Purchasing	_____ Title
Date: _____	Date: _____

EXHIBIT 26

Agreement Number: C1011065

CAPISTRANO UNIFIED SCHOOL DISTRICT
SCHOOL BUS SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 15th day of September, 2010, by and between the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675 (hereinafter referred to as "DISTRICT"), and JSerra, 26351 Junipero Serra Road, San Juan Capistrano, CA 92675, (hereinafter referred to as "JSERRA"). DISTRICT and CLIENT shall be collectively referred to as the Parties.

WHEREAS, the DISTRICT is specially trained and experienced and competent to perform the special services required by JSERRA to maintain the school bus purchased by JSERRA;

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

WHEREAS, DISTRICT AND JSERRA wish to enter into this AGREEMENT with the understanding that these services are being rendered secondary to services required by DISTRICT'S schools and students and only if DISTRICT operations are not adversely impacted in any way;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SERVICES TO BE PROVIDED BY THE DISTRICT;

1.1 Provide routine inspection and servicing (i.e. lubrication of chassis, changing oil, oil filters and air filters) on the one (1) JSERRA school bus every 3,000 miles

or 45 calendar days, whichever occurs first, at $105/hour (inspection/servicing fees have a ½ hour minimum).

1.2 Provide an annual maintenance check-up on one (1) JSERRA bus at $105/hour and any repairs necessitated by such maintenance check-up will be mutually agreed to in writing between the Parties.

1.3 Provide roadside assistance for one (1) JSERRA school bus within DISTRICT boundaries at $105/hour, which shall commence from point of departure to point of return.

1.4 Provide emergency roadside assistance for the one (1) JSERRA school bus outside DISTRICT boundaries at DISTRICT'S discretion at $105/hour, which shall commence from point of departure to point of return.

1.5 Provide certified California school bus driver training at $55.00/hour per training session.

1.6 Provide certified California school bus behind the wheel training at $55.00/hour per individual driver. (Initial training for Class B license requires drivers to take 25 hours of classroom training plus 25 hours of behind the wheel training - a one-time requirement for a five year license. Each year thereafter, annual in-service classroom training of 10 hours is required upon each driver's birth date.)

2.0 TERM. DISTRICT shall commence providing services under this AGREEMENT on or after September 15, 2010 and this Agreement

shall be effective for one (1) year with two (2) one year options to renew upon mutual written agreement of the Parties.

3.0 FEES/PAYMENT. JSERRA agrees to pay the DISTRICT for services satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT. JSERRA agrees to pay all hourly rates as stated in Section 1.0 and any and all towing costs, if necessary. ALL parts/supplies/materials, fuel and oil shall be paid by JSERRA. There shall be no costs or expenses to the DISTRICT to provide these services. Payment shall be made upon receipt of an invoice from DISTRICT in duplicate. Payment shall be mailed to: CAPISTRANO UNIFIED SCHOOL DISTRICT, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA 92675, ATTN: ACCOUNTS PAYABLE, or at such other place as DISTRICT may designate in writing.

4.0 COMMUNICATION BETWEEN THE PARTIES. JSERRA SHALL COMMUNICATE DIRECTLY WITH THE DISTRICT'S Director of Transportation for the purpose of requesting any of the services provided in this AGREEMENT. JSERRA shall comply with all schedules that have been established by the DISTRICT for inspecting, servicing and/or maintaining the JSERRA school bus and shall deliver the bus at or before the time scheduled.

5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this AGREEMENT, shall be and act as an independent contractor. DISTRICT understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the JSERRA, and are not entitled to benefits of any kind or nature normally provided employees of JSERRA and/or to which JSERRA

employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. DISTRICT assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this AGREEMENT. DISTRICT 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 DISTRICT'S employees.

6.0 TERMINATION. Either party may terminate this AGREEMENT with or without reason by providing thirty (30) days written notice to the other party specifying the desired date of termination. Notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7.0 HOLD HARMLESS/INDEMNIFICATION. JSERRA agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Governing Board, officers and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property caused by any negligent act, default, or negligent omission of the JSERRA, or its officers or employees arising out of, or in any way connected with, this AGREEMENT, whether said injury or damage occurs either on or off JSERRA or DISTRICT'S property, except for liability for damages which result from the sold negligence or willful misconduct of the DISTRICT or its officers or employees.

8.0 COMPLIANCE WITH APPLICABLE LAWS. DISTRICT and JSERRA agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to DISTRICT and JSERRA as they relate to their respective performances pursuant to this AGREEMENT.

9.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT.

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

11.0 COMPLIANCE WITH APPLICABLE LAWS. DISTRICT and JSERRA agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to DISTRICT and JSERRA as they relate to their respective performances pursuant to this AGREEMENT.

12.0 PERMITS/LICENSES. DISTRICT and all DISTRICT'S employees 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.

13.0 NON-DISCRIMINATION. DISTRICT and JSERRA agree that they 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.

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

DISTRICT: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Mike Patton, Director, Transportation

CLIENT: JSerra Catholic High School
26351 Junipero Serra Road
San Juan Capistrano, CA 92675
Attn: Michelle Ramirez, CFO

15.0 NON WAIVER. The failure of DISTRICT or JSERRA 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.

16.0 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.

17.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California which venue in Orange County, California

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

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT:
CAPISTRANO UNIFIED SCHOOL DISTRICT

BY: _____

Print Name: Terry Fluent

TITLE: Director, Purchasing

DATE: 4/22/11

JSERRA

BY: _____

PRINT NAME: MICHELE RAMIREZ

TITLE: CFO

DATE: 4/19/11

CAPISTRANO UNIFIED SCHOOL DISTRICT
BID SUMMARY
BID NO. 1112-07 PIZZA SERVICE

Item No.	Description	Unit	Ball Park Pizza	*Dominos Pizza*	Jo Jo's Pizza	Pa Pa Johns
1	15" Pepperoni Pizza Pre-baked, ready to serve 8 equal slices for middle schools	Whole Pie	$6.50	***$6.50***	$6.25	$5.99
2	15" Cheese Pizza Pre-baked, ready to serve 8 equal slices for middle schools	Whole Pie	$6.50	***$6.50***	$6.25	$5.99
3	Personal Pan Pizza Boxed Pepperoni Pre-baked, ready to serve	Each	No Bid	***$1.75***	$1.26	No Bid
4	Personal Pan Pizza Boxed Cheese Pre-baked, ready to serve	Each	No Bid	***$1.75***	$1.26	No Bid

Company Name DOMINO'S PIZZA

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Item No.	Description	Unit	Brand	Unit Price
1	15" Pepperoni Pizza Pre-baked, ready to serve 8 equal slices for middle schools	Whole Pie		$6.50
2	15" Cheese Pizza Pre-baked, ready to serve 8 equal slices for middle schools	Whole Pie		$6.50
3	Personal Pan Pizza Boxed Pepperoni Pre-baked, ready to serve	Each		$1.75
4	Personal Pan Pizza Boxed Cheese Pre-baked, ready to serve	Each		$1.75

B. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.

C. Bidder agrees to complete the order within **24 hours** after receipt of order.

Company Name Domino's Pizza

D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of CA, and that Rich Adams whose title is President authorized to act for and bind the corporation.

F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:

__ Yes, other public agencies may purchase from this Bid.

✓ No, other public agencies may not purchase from this Bid.

I. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for one year: __option granted __option not granted

Extension option for a second year: __option granted __option not granted

J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

K. I, Rich Adams, the President (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct.

Pizza Service
Bid No. 1112-07

Company Name Domino's Pizza

COMPANY

Name: Domino's Pizza

Signed by: [signature]

Date: 7/25/11

Business Address: 32711 Camino Capistrano #E107
San Juan Capistrano, CA. 92675

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

_____

Other Partners: _____

_____

CORPORATION

Name: _____

(an S Corporation*)

Business Address: 4973 Yorba Ranch Rd #C Yorba Linda, CA 92887
32711 Camino Capistrano #E107 SJC, CA 92675

Signed by: [signature], President**,

Dated: 7/25/11

* A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

Company Name Domino's Pizza

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

_____

Other Parties to Joint Venture:

If an individual: _____
(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____Corporation)

By: _____Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

Signed by: _____

Print Name: Terry Fluent

Title: Director, Purchasing

Date: August 25, 2011



REQUEST FOR QUALIFICATIONS

Specialized Transportation Services

RFQ No. 4-1112

Contact: **Terry Fluent, Director, Purchasing**

(949) 234-9436

RFQ Deadline: **Friday, September 30, 2011 – 2:00 p.m.**
Capistrano Unified School District
Education Center
Attention: Terry Fluent, Director, Purchasing
33122 Valle Road
San Juan Capistrano, CA 92675

CAPISTRANO UNIFIED SCHOOL DISTRICT
Purchasing Department
33122 Valle Road
San Juan Capistrano, CA 92675
(949) 234-9442

PTA's, Booster Clubs, parent groups, etc., often sponsor events for student recognition at sites throughout the Capistrano Unified School District. Often these events have requirements for specialized transportation services. These special events are scheduled by the individual schools. The purpose of this Request for Qualifications (RFQ) is to select a pool of qualified, competent companies to provide limousine service on an as needed basis as required by the District. It is the intention of the District to enter into a contract for one year, with an option to renew for two additional years.

The District reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. The District may reject any proposal that does not conform to the instructions herewith. Additionally, the District reserves the right to negotiate all final terms and conditions of any preliminary agreement entered into with the company. The District makes no representations that any contract will be awarded to any respondent.

The selection process will include a screening review and evaluation of proposals by District staff. All costs associated with any proposal shall be the sole responsibility of the proposer.

INSTRUCTIONS FOR SUBMITTING PROPOSALS FOR SPECIALIZED TRANSPORTATION SERVICES

A. Scope of Services to Be Provided

Your response to the *Request for Qualifications* must include sufficient evidence to document the vendor's capability to perform, such as the experience and qualifications pertinent to the requirements of this request for qualifications.

REQUIREMENTS:

- The company shall maintain General Liability, Automobile Liability, Bodily Injury and Property Damage Insurance for not less than $5,000,000, naming the District as an additional insured. Certificates of such insurance shall be filed with the District
- The company must provide the District with the number of SPAB limousines available
- The driver shall possess Class A or B California Commercial driver license with Passenger (P) and School Bus (S) endorsement
    a. (S) endorsement is not required on California Commercial Driver License for SPAB Certified Driver
- The driver shall possess California Special Driver Certificate (DL-45) (School Bus or SPAB)
- The driver shall possess a Medical Certificate (DL-51A)
- The driver shall possess First Aid Certificate if applicable

- The driver must have twelve (12) months of driver time records available in accordance with CCR 1212
- The driver must have the DOT-Drug & Alcohol policy records available (VC 34520)
- The vehicle must display CHP 292 Certificate (SPAB) inside the limousine
- The vehicle must have annual CHP inspection records available

B. **General**

1. **Executive Summary** - The **Executive Summary** should contain a statement of interest and a brief summary of qualifications to engage in a professional relationship with Capistrano Unified School District.

2. **Narrative** - Provide a detailed description of your qualifications for providing limousine services. Include descriptive and supportive evidence of how your company will maintain a close working relationship with Capistrano Unified School District. The narrative should include the following:

   a. **Experience/References:** Provide a list of contracts from the past five (5) years for services similar in scope to this proposal. Include a minimum of three (3) educational client references with whom you have contracted within the last three (3) years. List must include the following information for each contract:

      - Client name and complete address
      - Contact name and telephone number
      - Dates of Service
      - Description of service
      - Contract amount

   b. **Provide a "Scope of Service"** of your services necessary to assist the school district. Outline, in detail, the tasks your company will perform to produce information and services requested under the "Scope of Services to be Provided" section above. As necessary, indicate any additional or optional tasks.

3. **Fees/schedule of services. Be as thorough and specific as possible as this will form the basis of any contract for services that may be presented by the District**.

4. **Additional Data:** Provide additional information about your company as it may relate to this RFQ. Include letters of reference or testimonials if

appropriate. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the evaluation teams in understanding your qualifications and expertise.

5. **Certification** - Complete, sign, and date the enclosed "Certification" with this RFQ.

6. **Certification by Contractor of Criminal Records Check** – Pursuant to Education Code 45125.1, complete, sign, and date the enclosed form included with this RFQ.

7. **Insurance** – The company agrees to carry a comprehensive general and automobile liability insurance with limits of Five Million Dollars ($5,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect vendor and District against liability or claims of liability, which may arise out of the agreement. In addition, the company 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, the company 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. The company agrees to name District and its officers, agents and employees as additional insureds under said policy.

8. **W-9 Form** – All companies must provide the following documentation to the District:

   a. IRS W-9 Form (Taxpayer Identification Number)
      Revised October 2007

9. **Drug Free Workplace Certification -** Complete, sign, and date the enclosed "Certification" with this RFQ.

10. **Tobacco Use Policy** - Complete, sign, and date the enclosed "Certification" with this RFQ.

11. **Conflict of Interest** - Complete, sign, and date the enclosed "Certification" with this RFQ.

C. **Award**

1. **Award of Proposal** - Award will be made to the companies offering the most advantageous proposal. Capistrano Unified School District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated.

2. **Award Evaluation Criteria** - Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:

   a. Qualifications and availability of key persons to be assigned to the contract resulting from this solicitation.

   b. Number of years of experience your company has in this type of business and with accounts of this size.

   c. Demonstrated competence in relative experience.

   d. Experience in performance of comparable work.

   e. Costs/fees.

   f. Conformance with the specifications of this RFQ.

   The Evaluation Committee may also contact and evaluate the company's references; contact any company representative to clarify any response; contact any current users of the company's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest prices proposal, but shall make an award in the best interests of the District.

   Discussions may, at the District's sole option, be conducted with responsible representatives who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Companies shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing companies.

3. **Award Selection Process** - Selection of qualified companies will be based on the following: quality and completeness of submitted proposal; understanding of objectives; project approach; experience and expertise with public agencies and similar types of efforts; and references. Additional questions may be asked of companies and interviews may be conducted.

ADDITIONAL INFORMATION

All questions and requests for information must be made in writing and sent to:

Terry Fluent
Director, Purchasing
tfluent@capousd.org
Fax: (949) 493-4083

CONTACT WITH ANYONE OTHER THAN THE INDIVIDUAL NAMED HEREIN IS STRICTLY PROHIBITED.

The proposal must be received by Friday, September 30, 2011, 2:00 p.m. and addressed to:

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

Solicitation Disclaimer: All proposals received as part of this solicitation become the property of the Capistrano Unified School District upon submission. The cost to prepare and submit the proposals becomes the sole expense of each company.

The emphasis of your proposal should be on completeness and clarity of content. RFQ's may be rejected if not prepared in the format described, if submitted without all required information and signatures, or by failing to adhere to all requirements as stated in the RFQ.

All materials submitted in response to this Request for Qualifications shall become the property of the District and shall be considered a part of public record.

Capistrano Unified School District reserves the right to reject any or all Requests for Qualifications.

Thank you for your participation!

CERTIFICATION
REQUEST FOR QUALIFICATIONS
(RFQ) NO. 4-1112
SPECIALIZED TRANSPORTATION SERVICES

I certify that I have read the attached **Request for Qualifications No. 4-1112 – SPECIALIZED TRANSPORTATION SERVICES,** and the instructions for submitting an RFQ. I further certify that I must submit one (1) original and three (3) copies of the firm's proposal in response to this request, completed Certification by Contractor Criminal Records Check, Drug Free Workplace Certification, Tobacco Use Policy, Conflict of Interest, and that I am authorized to commit the firm to the proposal submitted.

Signature	**Typed or Printed Name**
Title	**Company**
Address	**Address**
Telephone	**Fax**
Date	If you are bidding as a corporation, please provide your corporate seal here:
E-Mail Address	

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Board of Capistrano Unified School District:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.

2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____.
Date

_____
Signature

_____
Typed or printed name

_____
Title

_____
Address

_____
Telephone

DRUG FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code §8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contacting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code §8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) Establishing a drug-free awareness program to inform employees about all of the following:
   1) The dangers of drug abuse in the workplace;
   2) The person's or organization's policy of maintaining a drug-free workplace;
   3) The availability of drug counseling, rehabilitation and employee-assistance programs;
   4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I the undersigned, agree to fulfill the terms and requirements of Government Code §8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of statement required by §8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false Certification herein, or (b) violated this certification by failing to carry out the requirements of §8355, that the contract awarded herein is subject to suspension of

payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of §8350, et seq.

I acknowledge that I am aware of the provisions of Government Code §8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

_____
Name of Contractor

_____
Signature

_____
Print Name

_____
Title

_____
Date

DRAFT

TOBACCO USE POLICY

In the interest of public health, the Capistrano Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Capistrano Unified School District. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the Bidder agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

_____
Name of Bidder

_____
Signature

_____
Date

DRAFT

CONFLICT OF INTEREST

All Bidders shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

_____
PRINT NAME

_____
SIGNATURE AND DATE

_____
TITLE OF OFFICER

_____
NAME OF COMPANY

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by the DISTRICT in the last three years? [Yes] [No]. If your answer is "Yes", please provide the following information:

   a. Were you a full-time employee? [Yes] [No]
   Part-Time employee? [Yes] [No]
   As-Needed employee? [Yes] [No]
   Consultant? [Yes] [No]
   Or other, please

   Explain:_____

   b. What were the date(s) of your employment/employment contract/consulting contract?

   _____

   c. In which department(s) of DISTRICT did you work?

   _____

   d. Who was/were your Supervisor(s)?

   _____

e. Please describe your job duties and responsibilities for each DISTRICT position held?

_____

f. What was your last date of employment?

_____

2. Do any Board of Education Member(s) or DISTRICT employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No]. If the answer is "Yes", please provide the following information:

   a. What is the name of the Board Member(s) or employee(s)?

   _____

b. What is his/her position with your company?

_____

c. If a Board of Education Member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

_____

3. Are any of your former employee(s), (Consultants) presently employed by the DISTRICT? [Yes] [No]. If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

_____

b. What was his/her title at your company?

_____

If he/she held more than one position(s) with your company, please provide the title of each positions) held.

_____

_____

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

_____

d. What were the date(s) of his/her employment?

_____

I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this declaration was executed on this day _____, _____, 20_____; in the
(Month)

_____, _____.
(City) (State)

_____
(Signature)

_____
(Printed Name)

_____
(Title)

400

MANAGEMENT/SUPERVISORY/CONFIDENTIAL SERVICE DAYS

1. Superintendent
   Deputy Superintendents
   Assistant Superintendents
   Chief Officers
   Executive Directors
   Director (except Director V, Transition Programs)
   Classified Management, Supervisory and Confidential Personnel

   12 months - 24 days vacation
   12 sick days

2. Principal, High School

   223~~4~~ days of service to the District to be arranged by immediate supervisor
   11 sick days

3. Assistant Principal, High School
   Assistant Principal, Adult/Community Education
   Director V, Transition Programs
   Principal, Continuation High School
   Principal, Middle School

   218 days of service to the District to be arranged by immediate supervisor
   11 sick days

4. Classified High School Assistant Principal
   Principal, Adult/Community Education
   Principal, Elementary

   210 days of service to the District to be arranged by immediate supervisor
   11 sick days

5. Assistant Principal, Middle School
   Program Specialists

   205 days of service to the District to be arranged by immediate supervisor
   11 sick days

MANAGEMENT/SUPERVISORY/CONFIDENTIAL SERVICE DAYS (continued)

6. Activities Director, High School Coordinators

   200 days of service to the District to be arranged by immediate supervisor
   11 sick days

7. Teaching Assistant Principal (with Administrative Credential)

   190 days of service to the District to be arranged by immediate supervisor
   10 sick days

Policy
revised: June 14, 1999
revised: September 15, 2000
revised: December 10, 2007
revised: October 12, 2010

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California