



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

BOARD OF TRUSTEES
Regular Meeting

July 27, 2011

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

AGENDA

CLOSED SESSION AT 6:00 P.M.

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

A. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT EXHIBIT 3 A1-A2

- 1) Director IV, Early Childhood Programs
- 2) Supervisor IV, Early Childhood Programs (2 positions)
(Pursuant to Government Code §54957)

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Dr. Joseph M. Farley/Ron Lebs/Randy Rowles
to provide direction on possible sale and/or lease price,
and terms for District property at:
2 Liberty, Aliso Viejo, CA 92656
(Pursuant to Government Code §54956.8)

C. CONFERENCE WITH LABOR NEGOTIATORS

Dr. Joseph M. Farley/Ron Lebs/Julie Hatchel
Employee Organization:

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

(Pursuant to Government Code §54957.6)

RECORDING OF SCHOOL BOARD MEETINGS

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

OPEN SESSION AT 7:00 P.M.

1. **PLEDGE OF ALLEGIANCE**
2. **ADOPTION OF THE AGENDA – ROLL CALL**
3. **REPORT ON CLOSED SESSION ACTION**
4. **BOARD AND SUPERINTENDENT COMMENTS**
5. **ORAL COMMUNICATIONS (Non-Agenda Items)**

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

DISCUSSION/ACTION ITEMS

6. **HANDWRITING WITHOUT TEARS:**

In 2006, the Board adopted *Handwriting Without Tears* as Capistrano Unified School 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. Since that time, some sites and the Special Education Department have purchased student materials with categorical, site, or PTA funds. Because those sites used categorical funds, there has been no financial impact to the general fund.

Contact: *Julie Hatchel, Assistant Superintendent, Education Services*

Staff Recommendation:

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve the purchase of *Handwriting Without Tears* supporting materials with categorical, site, or PTA funds.

Motion by _____ Seconded by _____

DISCUSSION/
ACTION
Vote _____

7. **MINIMUM DAY DISMISSAL TIMES AT TITLE I ELEMENTARY SCHOOLS:**

The proposal to establish a single minimum day dismissal time for Title I elementary schools was reviewed and supported by the District Restructuring Council. 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 order to provide an equal number of instructional minutes for Title I students, two additional minimum days are included in the schedule to offset the added instructional minutes. This agenda item presents for Board consideration approval of a single minimum day dismissal time schedule at Title I elementary schools.

Contact: *Julie Hatchel, Assistant Superintendent, Education Services*

Staff Recommendation:

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve the minimum day dismissal time schedule at Title I elementary schools.

Motion by _____ Seconded by _____

DISCUSSION/
ACTION
Vote _____
Page 1
EXHIBIT 1

8. BOARD AGENDA FORMAT REVIEW:

Trustees asked a subcommittee of the Board to develop changes in the format of the Board agenda for the entire Board's consideration. The subcommittee included John Alpay, Anna Bryson, and Ellen Addonizio, assisted by Dr. Farley and Jane Boos. The subcommittee developed agenda modifications, shared the suggestions with the entire Board, and included changes into the Board agenda of April 27, 2011. The changes included:

1. Moving the closed session agenda items to the beginning of the agenda and clearly delineating the different start times for the closed and open sessions of the meeting.
2. Moving the consent agenda to the end of the agenda, which meant the most significant items of action and discussion are scheduled for the beginning of the meeting.
3. Including a more detailed summary of each agenda item in the agenda to reduce the need for separate exhibits.
4. Placing the discussion/action items together in one section to permit appropriate sequencing of the items by importance.
5. Providing more information on agenda items to assist the public in following the work of the Board.

Two Trustees have recently expressed concerns about the new format and asked that this matter be placed on a Board agenda so Trustees may consider further agenda revisions and/or returning to the previous agenda format.

Contact: Joseph M. Farley, Superintendent

Staff Recommendation:

It is recommended the Board President recognize Trustee Addonizio to present this item.

Following discussion, it is recommended the Board of Trustees directs staff as they determine.

Motion by _____ Seconded by _____

9. SECOND READING - REVISIONS TO BOARD POLICY 1312.4, WILLIAMS UNIFORM COMPLAINT PROCEDURES:

As laws change, revisions to existing Board policy and administrative regulations are necessary. In addition, staff has been reviewing policies and regulations in an effort to eliminate "optional" provisions that may have created additional and unnecessary financial burdens on the District. This agenda item presents for consideration revisions to Board Policy 1312.4, *Williams Uniform Complaint Procedures*. There is no financial impact. Proposed additions to the Board policy are underlined; deletions are struck through.

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation:

It is recommended the Board President recognize Executive Director Jeff Bristow to present this item for second reading.

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Policy 1312.4, *Williams Uniform Complaint Procedures*.

Motion by _____ Seconded by _____

10. SECOND READING - REVISIONS TO BOARD POLICY 4031, COMPLAINTS CONCERNING DISCRIMINATION IN EMPLOYMENT:

As employment laws change, revisions to existing Board policy and administrative regulations are necessary. In addition, staff has been reviewing policies and regulations in an effort to eliminate "optional" provisions that may have created additional and unnecessary financial burdens on the District. This agenda item presents for consideration revisions to Board Policy 4031, *Complaints Concerning Discrimination in Employment*. Proposed additions to the Board Policy are underlined; deletions are struck through.

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

DISCUSSION/
ACTION
Vote _____
Page 2a
EXHIBIT 1.1

DISCUSSION/
ACTION
Vote _____
Page 3
EXHIBIT 2

DISCUSSION/
ACTION
Vote _____
Page 11
EXHIBIT 3

Staff Recommendation:

It is recommended the Board President recognize Executive Director Jeff Bristow to present this item for second reading.

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Policy 4031, *Complaints Concerning Discrimination in Employment*.

Motion by _____ Seconded by _____

11. SECOND READING - REVISIONS TO BOARD POLICY 4161.8, 4261.8, 4361.8, FAMILY CARE AND MEDICAL LEAVE:

As employment laws change, revisions to existing Board policy and administrative regulations are necessary. In addition, staff has been reviewing policies and regulations in an effort to eliminate "optional" provisions that may have created additional and unnecessary financial burdens on the District. This agenda item presents for consideration revisions to Board Policy 4161.8, 4261.8, 4361.8, *Family Care and Medical Leave*. There is no financial impact. Proposed additions to the Board policy are underlined; deletions are struck through.

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation:

It is recommended the Board President recognize Executive Director Jeff Bristow to present this item for second reading.

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Policy 4161.8, 4261.8, 4361.8, *Family Care and Medical Leave*.

Motion by _____ Seconded by _____

DISCUSSION/
ACTION

Vote _____

Page 15

EXHIBIT 4

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

12. SCHOOL BOARD MINUTES:

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

Contact: Jane Boos, Manager, Board Office Operations

Page 17

EXHIBIT 5

CURRICULUM & INSTRUCTION

13. CALIFORNIA DEPARTMENT OF EDUCATION CHILD DEVELOPMENT DIVISION AGENCY REPORT FOR CAL-SAFE:

Approval of the Cal-SAFE Agency Annual Report. The California Department of Education requires that all LEA's participating in Cal-SAFE programs prepare an annual report for Board approval. The Agency Annual Report ensures that program terms and conditions are met including the environment, programming, and staffing qualifications.

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Page 35

EXHIBIT 6

14. **CALIFORNIA DEPARTMENT OF EDUCATION CHILD DEVELOPMENT DIVISION AGENCY REPORT:** Page 43
EXHIBIT 7
Approval of the State Preschool Agency Annual Report. The California Department of Education requires that all LEA's participating in State preschool programs prepare an annual report for Board approval. The Agency Annual Report ensures that program terms and conditions are met including the environment, programming, and staffing qualifications.
Contact: Julie Hatchel, Assistant Superintendent, Education Services
15. **MEMORANDUM OF UNDERSTANDING TO PROVIDE SCHOOL DISTRICT CONTACT INFORMATION FOR NO CHILD LEFT BEHIND PRIVATE SCHOOL OUTREACH:** Page 61
EXHIBIT 8
Approval of the Memorandum of Understanding (MOU) and submission of the contact information. The purpose of this MOU is to establish and maintain an effective working relationship between Orange County school districts and the Orange County Department of Education in order to strengthen their communications with private nonprofit schools within their respective jurisdictions, who may be interested in receiving services for eligible private school students pursuant to Title I, Part A of the No Child Left Behind Act. This MOU requests the name and contact information of the staff member in charge of communication with private nonprofit schools who may be interested in receiving services for eligible private school students pursuant to Title I, Part A. The name and contact information will be shared with Orange County school districts and private nonprofit schools.
Contact: Julie Hatchel, Assistant Superintendent, Education Services

BUSINESS & SUPPORT SERVICES

16. **AMENDMENT TO AGREEMENT – ORANGE COUNTY THERAPY SERVICES:** Page 67
EXHIBIT 9
Approval of the amendment to the agreement for occupational therapy services to be provided by Orange County Therapy Services. The amendment adds physical therapy services to the agreement, on an as-needed basis, to be billed at \$80.00 per hour. All other terms and conditions of the contract shall remain the same. The total expenditures under this contract cannot be determined at this time, as it is unknown how many special education students would require the therapy services provided by this vendor. The actual dollar amount and budget code will be determined by purchase order submitted for Board approval.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
17. **MASTER CONTRACT – CENTER FOR AUTISM RESOURCES, EVALUATION AND SERVICES, AKA CARES, A NON-PUBLIC AGENCY:** Page 77
EXHIBIT 10
Approval of a master contract for special education services to be provided by Center for Autism Resources, Evaluation and Services, aka CARES, a non-public agency. The cost for behavior intervention-instruction (direct services to students) is \$52 an hour, the cost for behavior intervention development-supervision (individual program development and supervision) is \$113.41 an hour, the cost for behavior intervention development-clinical (assessment and supervision by a clinical psychologist) is \$130 an hour, and the cost for an evaluation/assessment is \$1,200 each on an as-needed basis, which would be paid out of Special Education funds. The total expenditures under this contract cannot be determined at this time, as it is unknown how many special education students would require the therapy services provided by this vendor. The actual dollar amount and budget code will be determined by purchase order submitted for Board approval.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

- 18. INDEPENDENT CONTRACTOR AGREEMENT – STAFF DEVELOPMENT TRAINING, ACTION LEARNING SYSTEMS, INCORPORATED:** Page 111
EXHIBIT 11
Approval of an independent contractor agreement with Action Learning Systems, Incorporated, to provide staff development training using direct interactive instruction to maximize academic learning. Due to the District's Program Improvement status, the District is required to provide specialized training in EL instruction. Action Learning Systems, Incorporated will provide the services at the rates indicated on the rate sheet for the 2011-2012 school year. Services under this contract are estimated to be \$12,000 funded by Title 1.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
- 19. INDEPENDENT CONTRACTOR AGREEMENT – COUNSELING ART ASSEMBLIES, STAFF DEVELOPMENT WORKSHOPS, AND STUDIO ART PROGRAMS, ART MASTERS, INCORPORATED:** Page 121
EXHIBIT 12
Approval of an independent contractor agreement with Art Masters, Incorporated, to provide art assemblies, staff development workshops, and studio art programs, as requested by District sites. Art Masters, Incorporated will provide services at the rates indicated on the rate sheet for the 2011-2012 school year. Services under this contract are estimated to be \$45,000 annually, funded by PTA, site, or gift funds. Separate purchase orders will be approved by the Board for services.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
- 20. INDEPENDENT CONTRACTOR AGREEMENT – PROFESSIONAL DEVELOPMENT TRAINING, CENTER FOR APPLIED LINGUISTICS:** Page 131
EXHIBIT 13
Approval of an independent contractor agreement with the Center for Applied Linguistics to provide professional development training for District staff related to Sheltered Instruction Observation Protocol (SIOP). Workshop dates and services to be provided are outlined in the fee schedule. Scheduled services under this contract are estimated to be \$33,300, paid out of Economic Impact Aid funds. This training is part of the District's ADD program, meeting the staff development requirement of the District's Program Improvement status.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
- 21. EXTENSION OF SCHOOL BUS SERVICE AGREEMENT NO. 10910045, SANTA MARGARITA CATHOLIC HIGH SCHOOL:** Page 145
EXHIBIT 14
Approval of the second and final extension of the school bus service agreement with Santa Margarita Catholic High School where the District provides vehicle maintenance, driver training services, and parking for three school buses. The District has agreed to a reduction in the hourly labor rate for vehicle maintenance from \$105 per hour to \$90 per hour. This agreement provides a positive revenue stream into the District's general fund to offset a portion of the Transportation Department's encroachment.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
- 22. AWARD BID NO. 1112-04 - OUTSOURCE TRANSPORTATION SERVICE, AMERICAN LOGISTICS COMPANY:** Page 155
EXHIBIT 15
Approval of award of bid services to American Logistics Company. The initial base contract is July 28, 2011, through June 30, 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 the transportation of special education students as determined by a student's Individual Education Plan and when the District's Transportation Department does not have a bus available to transport that specific student. Annual expenditures utilizing this contract are estimated to be \$150,000. This will be funded as part of the Transportation Department's budget.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

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, AUGUST 8, 2011, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA

For information regarding Capistrano Unified School District, please visit our website:

www.capousd.org

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

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

Minimum Day Dismissal Times at Title 1 Schools

There are nine parent conference days that are designated minimum days. Students at all elementary schools are dismissed at 12:15 p.m. on these days. Title 1 schools are proposing to dismiss students at 12:45 p.m. on these days. Title 1 teachers have agreed to work an additional 30 minutes on each of these days. The chart below shows that the extra 30 minutes on these seven days amounts to a total of 270 extra minutes that Title 1 teachers will be working compared to non-Title 1 teachers.

Parent Conference Days	Dismissal Time Difference	Instructional Minute Difference
November 14, 2011	12:45 instead of 12:15	30 minutes longer
November 15, 2011	12:45 instead of 12:15	30 minutes longer
November 16, 2011	12:45 instead of 12:15	30 minutes longer
November 17, 2011	12:45 instead of 12:15	30 minutes longer
March 12, 2012	12:45 instead of 12:15	30 minutes longer
March 13, 2012	12:45 instead of 12:15	30 minutes longer
March 14, 2012	12:45 instead of 12:15	30 minutes longer
March 15, 2012	12:45 instead of 12:15	30 minutes longer
March 16, 2012	12:45 instead of 12:15	30 minutes longer
Total		270 minutes longer

Back-to-School Night and Open House dates are designated minimum days. Students at all elementary schools are dismissed at 11:50 p.m. on these days. Title 1 schools are proposing to dismiss students at 12:45 p.m. on these days. Title 1 teachers have agreed to work an additional 55 minutes on each of these days. The chart below shows that the extra 55 minutes on these two days amounts to a total of 110 extra minutes that Title 1 teachers will be working compared to non-Title 1 teachers.

Event	Dismissal Time Difference	Instructional Minute Difference
Back To School Night	12:45 instead of 11:50	55 minutes longer
Open House	12:45 instead of 11:50	55 minutes longer
Total		110 minutes longer

Students at all elementary schools are dismissed at 12:50 one day each week to allow teachers weekly contractual planning time. Title 1 schools are proposing to dismiss students at 12:45 p.m. on these days. The chart below shows that Title 1 students will be dismissed earlier than non-Title 1 students by 5 minutes on each of the contractual planning time early dismissal days.

Event	Dismissal Time Difference	Instructional Minute Difference
33 contractual planning time minimum day dismissal days	12:45 instead of 12:50	5 minutes shorter each day multiplied times 33 days equals a total of 165 minutes shorter
Total		165 minutes shorter

The last day of school is a minimum day. Students at all elementary schools are dismissed at 11:50 a.m. Title 1 schools are proposing to dismiss students at 10:55 a.m. on this day. The chart

below shows that Title 1 students will be dismissed earlier than non-Title 1 students on the last day which will be shorter by 55 minutes.

Event	Dismissal Time Difference	Instructional Minute Difference
Last Day of School	10:55 instead of 11:50	55 minutes shorter
	Total	55 minutes shorter

The chart below summarizes the difference in minutes. Overall, with this schedule, Title 1 teachers work 160 minutes longer than non-Title 1 teachers.

Event	Instructional Minute Difference
Parent Conferences	270 minutes longer
Back-to-School Night, Open House	110 minutes longer
Contractual Planning Time	165 minutes shorter
Last Day of School	55 minutes shorter
	Total 160 minutes longer

To offset the 160 minutes, two additional minimum days for Title 1 elementary schools only are requested. The chart below shows the dates, dismissal time difference, and instructional minute difference.

Minimum Day	Dismissal Time Difference	Instructional Minute Difference
December 16, 2011	12:45 instead of 2:05	80 minutes shorter
April 6, 2012	12:45 instead of 2:05	80 minutes shorter
	Total	160 minutes shorter

*Note: Las Palmas Elementary School has the exact same schedule; however, the start time is 15 minutes later and therefore the dismissal times will be modified to reflect this.

EXISTING AGENDA FORMAT

EXHIBIT 1.1

1 of 20

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

BOARD OF TRUSTEES
Regular Meeting

July 27, 2011

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

AGENDA

CLOSED SESSION AT 6:00 P.M.

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

A. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT EXHIBIT 3 A1-A2

- 1) Director IV, Early Childhood Programs
- 2) Supervisor IV, Early Childhood Programs (2 positions)
(Pursuant to Government Code §54957)

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Dr. Joseph M. Farley/Ron Lebs/Randy Rowles
to provide direction on possible sale and/or lease price,
and terms for District property at:
2 Liberty, Aliso Viejo, CA 92656
(Pursuant to Government Code §54956.8)

C. CONFERENCE WITH LABOR NEGOTIATORS

Dr. Joseph M. Farley/Ron Lebs/Julie Hatchel
Employee Organization:
1) Capistrano Unified Education Association (CUEA)
2) Capistrano School Employees Association (CSEA)
3) Unrepresented Employees (CUMA)
4) Teamsters
(Pursuant to Government Code §54957.6)

RECORDING OF SCHOOL BOARD MEETINGS

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

OPEN SESSION AT 7:00 P.M.

- 1. PLEDGE OF ALLEGIANCE**
- 2. ADOPTION OF THE AGENDA – ROLL CALL**
- 3. REPORT ON CLOSED SESSION ACTION**
- 4. BOARD AND SUPERINTENDENT COMMENTS**
- 5. ORAL COMMUNICATIONS (Non-Agenda Items)**

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

DISCUSSION/ACTION ITEMS

6. HANDWRITING WITHOUT TEARS:

In 2006, the Board adopted *Handwriting Without Tears* as Capistrano Unified School 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. Since that time, some sites and the Special Education Department have purchased student materials with categorical, site, or PTA funds. Because those sites used categorical funds, there has been no financial impact to the general fund.

Contact: *Julie Hatchel, Assistant Superintendent, Education Services*

Staff Recommendation:

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve the purchase of *Handwriting Without Tears* supporting materials with categorical, site, or PTA funds.

Motion by _____ Seconded by _____

DISCUSSION/
ACTION
Vote _____

7. MINIMUM DAY DISMISSAL TIMES AT TITLE I ELEMENTARY SCHOOLS:

The proposal to establish a single minimum day dismissal time for Title I elementary schools was reviewed and supported by the District Restructuring Council. 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 order to provide an equal number of instructional minutes for Title I students, two additional minimum days are included in the schedule to offset the added instructional minutes. This agenda item presents for Board consideration approval of a single minimum day dismissal time schedule at Title I elementary schools.

Contact: *Julie Hatchel, Assistant Superintendent, Education Services*

Staff Recommendation:

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve the minimum day dismissal time schedule at Title I elementary schools.

Motion by _____ Seconded by _____

DISCUSSION/
ACTION
Vote _____
Page 1
EXHIBIT 1

8. BOARD AGENDA FORMAT REVIEW:

DISCUSSION/
ACTION
Vote _____

Trustees asked a subcommittee of the Board to develop changes in the format of the Board agenda for the entire Board's consideration. The subcommittee included John Alpay, Anna Bryson, and Ellen Addonizio, assisted by Dr. Farley and Jane Boos. The subcommittee developed agenda modifications, shared the suggestions with the entire Board, and included changes into the Board agenda of April 27, 2011. The changes included:

1. Moving the closed session agenda items to the beginning of the agenda and clearly delineating the different start times for the closed and open sessions of the meeting.
2. Moving the consent agenda to the end of the agenda, which meant the most significant items of action and discussion are scheduled for the beginning of the meeting.
3. Including a more detailed summary of each agenda item in the agenda to reduce the need for separate exhibits.
4. Placing the discussion/action items together in one section to permit appropriate sequencing of the items by importance.
5. Providing more information on agenda items to assist the public in following the work of the Board.

Two Trustees have recently expressed concerns about the new format and asked that this matter be placed on a Board agenda so Trustees may consider further agenda revisions and/or returning to the previous agenda format.

Contact: *Joseph M. Farley, Superintendent*

Staff Recommendation:

It is recommended the Board President recognize Trustee Addonizio to present this item.

Following discussion, it is recommended the Board of Trustees directs staff as they determine.

Motion by _____ Seconded by _____

9. SECOND READING - REVISIONS TO BOARD POLICY 1312.4, WILLIAMS UNIFORM COMPLAINT PROCEDURES:

DISCUSSION/
ACTION
Vote _____
Page 3
EXHIBIT 2

As laws change, revisions to existing Board policy and administrative regulations are necessary. In addition, staff has been reviewing policies and regulations in an effort to eliminate "optional" provisions that may have created additional and unnecessary financial burdens on the District. This agenda item presents for consideration revisions to Board Policy 1312.4, *Williams Uniform Complaint Procedures*. There is no financial impact. Proposed additions to the Board policy are underlined; deletions are struck through.

Contact: *Jodee Brentlinger, Assistant Superintendent, Personnel Services*

Staff Recommendation:

It is recommended the Board President recognize Executive Director Jeff Bristow to present this item for second reading.

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Policy 1312.4, *Williams Uniform Complaint Procedures*.

Motion by _____ Seconded by _____

10. SECOND READING - REVISIONS TO BOARD POLICY 4031, COMPLAINTS CONCERNING DISCRIMINATION IN EMPLOYMENT:

DISCUSSION/
ACTION
Vote _____
Page 11
EXHIBIT 3

As employment laws change, revisions to existing Board policy and administrative regulations are necessary. In addition, staff has been reviewing policies and regulations in an effort to eliminate "optional" provisions that may have created additional and unnecessary financial burdens on the District. This agenda item presents for consideration revisions to Board Policy 4031, *Complaints Concerning Discrimination in Employment*. Proposed additions to the Board Policy _____e struck through.

Staff Recommendation:

It is recommended the Board President recognize Executive Director Jeff Bristow to present this item for second reading.

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Policy 4031, *Complaints Concerning Discrimination in Employment*.

Motion by _____ Seconded by _____

11. SECOND READING - REVISIONS TO BOARD POLICY 4161.8, 4261.8, 4361.8, FAMILY CARE AND MEDICAL LEAVE:

As employment laws change, revisions to existing Board policy and administrative regulations are necessary. In addition, staff has been reviewing policies and regulations in an effort to eliminate “optional” provisions that may have created additional and unnecessary financial burdens on the District. This agenda item presents for consideration revisions to Board Policy 4161.8, 4261.8, 4361.8, *Family Care and Medical Leave*. There is no financial impact. Proposed additions to the Board policy are underlined; deletions are struck through.

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation:

It is recommended the Board President recognize Executive Director Jeff Bristow to present this item for second reading.

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Policy 4161.8, 4261.8, 4361.8, *Family Care and Medical Leave*.

Motion by _____ Seconded by _____

DISCUSSION/
ACTION

Vote _____

Page 15

EXHIBIT 4

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

12. SCHOOL BOARD MINUTES:

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

Contact: Jane Boos, Manager, Board Office Operations

Page 17

EXHIBIT 5

CURRICULUM & INSTRUCTION

13. CALIFORNIA DEPARTMENT OF EDUCATION CHILD DEVELOPMENT DIVISION AGENCY REPORT FOR CAL-SAFE:

Approval of the Cal-SAFE Agency Annual Report. The California Department of Education requires that all LEA's participating in Cal-SAFE programs prepare an annual report for Board approval. The Agency Annual Report ensures that program terms and conditions are met including the environment, programming, and staffing qualifications.

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Page 35

EXHIBIT 6

14. **CALIFORNIA DEPARTMENT OF EDUCATION CHILD DEVELOPMENT DIVISION AGENCY REPORT:** Page 43
EXHIBIT 7
Approval of the State Preschool Agency Annual Report. The California Department of Education requires that all LEA's participating in State preschool programs prepare an annual report for Board approval. The Agency Annual Report ensures that program terms and conditions are met including the environment, programming, and staffing qualifications.
Contact: Julie Hatchel, Assistant Superintendent, Education Services
15. **MEMORANDUM OF UNDERSTANDING TO PROVIDE SCHOOL DISTRICT CONTACT INFORMATION FOR NO CHILD LEFT BEHIND PRIVATE SCHOOL OUTREACH:** Page 61
EXHIBIT 8
Approval of the Memorandum of Understanding (MOU) and submission of the contact information. The purpose of this MOU is to establish and maintain an effective working relationship between Orange County school districts and the Orange County Department of Education in order to strengthen their communications with private nonprofit schools within their respective jurisdictions, who may be interested in receiving services for eligible private school students pursuant to Title 1, Part A of the No Child Left Behind Act. This MOU requests the name and contact information of the staff member in charge of communication with private nonprofit schools who may be interested in receiving services for eligible private school students pursuant to Title 1, Part A. The name and contact information will be shared with Orange County school districts and private nonprofit schools.
Contact: Julie Hatchel, Assistant Superintendent, Education Services

BUSINESS & SUPPORT SERVICES

16. **AMENDMENT TO AGREEMENT – ORANGE COUNTY THERAPY SERVICES:** Page 67
EXHIBIT 9
Approval of the amendment to the agreement for occupational therapy services to be provided by Orange County Therapy Services. The amendment adds physical therapy services to the agreement, on an as-needed basis, to be billed at \$80.00 per hour. All other terms and conditions of the contract shall remain the same. The total expenditures under this contract cannot be determined at this time, as it is unknown how many special education students would require the therapy services provided by this vendor. The actual dollar amount and budget code will be determined by purchase order submitted for Board approval.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
17. **MASTER CONTRACT – CENTER FOR AUTISM RESOURCES, EVALUATION AND SERVICES, AKA CARES, A NON-PUBLIC AGENCY:** Page 77
EXHIBIT 10
Approval of a master contract for special education services to be provided by Center for Autism Resources, Evaluation and Services, aka CARES, a non-public agency. The cost for behavior intervention-instruction (direct services to students) is \$52 an hour, the cost for behavior intervention development-supervision (individual program development and supervision) is \$113.41 an hour, the cost for behavior intervention development-clinical (assessment and supervision by a clinical psychologist) is \$130 an hour, and the cost for an evaluation/assessment is \$1,200 each on an as-needed basis, which would be paid out of Special Education funds. The total expenditures under this contract cannot be determined at this time, as it is unknown how many special education students would require the therapy services provided by this vendor. The actual dollar amount and budget code will be determined by purchase order submitted for Board approval.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

18. **INDEPENDENT CONTRACTOR AGREEMENT – STAFF DEVELOPMENT TRAINING, ACTION LEARNING SYSTEMS, INCORPORATED:** Page 111
EXHIBIT 11
Approval of an independent contractor agreement with Action Learning Systems, Incorporated, to provide staff development training using direct interactive instruction to maximize academic learning. Due to the District's Program Improvement status, the District is required to provide specialized training in EL instruction. Action Learning Systems, Incorporated will provide the services at the rates indicated on the rate sheet for the 2011-2012 school year. Services under this contract are estimated to be \$12,000 funded by Title I.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
19. **INDEPENDENT CONTRACTOR AGREEMENT – COUNSELING ART ASSEMBLIES, STAFF DEVELOPMENT WORKSHOPS, AND STUDIO ART PROGRAMS, ART MASTERS, INCORPORATED:** Page 121
EXHIBIT 12
Approval of an independent contractor agreement with Art Masters, Incorporated, to provide art assemblies, staff development workshops, and studio art programs, as requested by District sites. Art Masters, Incorporated will provide services at the rates indicated on the rate sheet for the 2011-2012 school year. Services under this contract are estimated to be \$45,000 annually, funded by PTA, site, or gift funds. Separate purchase orders will be approved by the Board for services.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
20. **INDEPENDENT CONTRACTOR AGREEMENT – PROFESSIONAL DEVELOPMENT TRAINING, CENTER FOR APPLIED LINGUISTICS:** Page 131
EXHIBIT 13
Approval of an independent contractor agreement with the Center for Applied Linguistics to provide professional development training for District staff related to Sheltered Instruction Observation Protocol (SIOP). Workshop dates and services to be provided are outlined in the fee schedule. Scheduled services under this contract are estimated to be \$33,300, paid out of Economic Impact Aid funds. This training is part of the District's ADD program, meeting the staff development requirement of the District's Program Improvement status.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
21. **EXTENSION OF SCHOOL BUS SERVICE AGREEMENT NO. I0910045, SANTA MARGARITA CATHOLIC HIGH SCHOOL:** Page 145
EXHIBIT 14
Approval of the second and final extension of the school bus service agreement with Santa Margarita Catholic High School where the District provides vehicle maintenance, driver training services, and parking for three school buses. The District has agreed to a reduction in the hourly labor rate for vehicle maintenance from \$105 per hour to \$90 per hour. This agreement provides a positive revenue stream into the District's general fund to offset a portion of the Transportation Department's encroachment.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
22. **AWARD BID NO. 1112-04 - OUTSOURCE TRANSPORTATION SERVICE, AMERICAN LOGISTICS COMPANY:** Page 155
EXHIBIT 15
Approval of award of bid services to American Logistics Company. The initial base contract is July 28, 2011, through June 30, 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 the transportation of special education students as determined by a student's Individual Education Plan and when the District's Transportation Department does not have a bus available to transport that specific student. Annual expenditures utilizing this contract are estimated to be \$150,000. This will be funded as part of the Transportation Department's budget.
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

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, AUGUST 8, 2011, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

PREVIOUS AGENDA FORMAT

Regular Meeting
CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

33122 Valle Road
San Juan Capistrano, CA 92675

April 11, 2011

7:00 p.m.

I. PRELIMINARY

Meeting was called to order by _____

Pledge of Allegiance to the Flag

Board consideration and adoption of the agenda.

Motion by _____ Seconded by _____

ROLL CALL:

	Present	Absent
Jack R. Brick, President	_____	_____
Dr. Gary Pritchard, Vice President	_____	_____
John Alpay, Clerk	_____	_____
Ellen M. Addonizio, Member	_____	_____
Anna Bryson, Member	_____	_____
Lynn Hatton, Member	_____	_____
Sue Palazzo, Member	_____	_____
Larson Ishii, Student Advisor	_____	_____

CLOSED SESSION COMMENTS

CLOSED SESSION

6:00 p.m.

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

*Sita Helms-CUSD Volunteer and Executive Director, Helping Hands Worldwide
Ryan Norgren and Student Photographers*

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.

PUBLIC HEARING: Agenda Item #54 – Community Facilities District (CFD) 2005-1 Whispering Hills

RECORDING OF SCHOOL BOARD MEETINGS

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

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

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

III. 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 staff recommend approval of all Consent Calendar items.

GENERAL FUNCTIONS

PAGE #

1. SCHOOL BOARD MINUTES: Approval, minutes of the March 8, 2011, regular Board meeting, minutes of the March 14, March 16, and March 23, 2011, special Board meetings.
(Supporting Information)
Contact: Jane Boos, Manager, Board Office Operations 1
2. 2011 SCHOOL BOARD MEETING SCHEDULE REVISED: Approval, revised 2011 School Board Meeting Schedule.
(Supporting Information)
Contact: Joseph M. Farley, Superintendent 19
3. SCHOOL BOARD MEETING SCHEDULE: Approval, School Board Meeting Schedule for the period January through June 2012.
(Supporting Information)
Contact: Joseph M. Farley, Superintendent 23

CURRICULUM & INSTRUCTION

4. EXPUNGING OF EXPULSION RECORD: Approval, expunging of a student expulsion record.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services 27
5. CALIFORNIA HIGH SCHOOL EXIT EXAM: Approval, petition to waive California Education Code §60851(c)/Board Policy 6162.52—California High School Exit Exam: Case #1011-014 through 1011-020.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services 29
6. OUTDOOR SCIENCE SCHOOL PARTICIPATION: Approval, student participation in outdoor education activities, traveling scientist, and field programs offered by the Orange County Department of Education.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services 31
7. EARLY INTERVENTION FOR SCHOOL SUCCESS GRANT: Approval, Early Intervention for School Success Grant application for Chaparral Elementary School.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services 33
8. AGREEMENT TO REFER STUDENTS TO ACCESS: Approval, Agreement to Refer Students to the Orange County Department of Education ACCESS program.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services 59

9. YMCA STRUCTURED SPORTS PROGRAM PARTICIPATION: Approval, Castille Elementary School student participation in the structured sports program offered by the YMCA of Orange County South Coast. 63
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services

BUSINESS & SUPPORT SERVICES

10. PURCHASE ORDERS/WARRANTS: Approval, purchase orders, warrants , and bids. 65
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
11. DONATIONS: Approval, donations of funds and equipment. 125
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
12. MICROSOFT SOFTWARE DONATION: Approval, acceptance of donation in Microsoft software licensing to support the expansion of the SharePoint Professional Learning Community project. 129
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
13. CLAIM DENIAL: Approval, denial of Government Claim #10-87596DP. 131
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services
14. DELEGATION OF AUTHORITY: Approval, Resolution 1011-45, Delegating Authority to the Superintendent to Enter into Change Orders Not to Exceed \$25,000 on Behalf of the District. 135
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
15. ORANGE COUNTY HEALTH CARE AGENCY AGREEMENT: Approval, Orange County Health Care Agency Agreement with CUSD for Continuation of AB 3632 Mental Health Services for Special Education Students. 139
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
16. INCOME AGREEMENT: Approval, Income Agreement with OCDE to provide interpreter training sessions to District staff and educational interpreters. 151
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
17. MASTER CONTRACT: Approval, master contract for special education services to be provided by Heritage School, a non-public school. 159
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
18. PREVIOUSLY ANTICIPATED BID ALTERNATES AND CHANGE ORDERS FOR SAN JUAN HILLS HIGH SCHOOL 30-METER POOL/SUPPORT BUILDINGS: 195
Approval, Bid No. 1011-9, change order Nos. 1 & 2 for the San Juan Hills High School 30-meter pool.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

19.	CONTENT LICENSE AND SERVICE AGREEMENT: Approval, Content License and Service Agreement with Intel-Assess. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	197
20.	STATEMENT OF WORK AGREEMENT: Approval, Statement of Work Agreement for SharePoint 2010 forms and workflow assessment. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	213
21.	STATEMENT OF WORK AGREEMENT: Approval, Statement of Work Agreement for Information Technology Efficient Enterprise Assessment. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	229
22.	SERVICES AND SUPPORT AGREEMENT: Approval, Services and Support Agreement, Quintessential School Systems. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	249
23.	CONTRACT RENEWAL: Approval, renewal of the Workers' Compensation Third Party Administration Services contract with CorVel Corporation for 2011-2012. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	263
24.	INDEPENDENT CONTRACTOR AGREEMENT: Approval, Insurance Broker Services for Excess Workers' Compensation Insurance, Keenan Associates. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	295
25.	INDEPENDENT CONTRACTOR AGREEMENT: Approval, assistive technology services for District students, Goodwill Industries of Orange County/Assistive Technology Exchange Center. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	311
26.	INDEPENDENT CONTRACTOR AGREEMENT: Approval, health and nutrition assemblies at Las Palmas and R.H. Dana elementary schools, FoodPlay Productions, LLC. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	321
27.	INDEPENDENT CONTRACTOR AGREEMENT: Approval, student personal safety lectures, Get Safe. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	331
28.	INDEPENDENT CONTRACTOR AGREEMENT: Approval, math instruction training, Valerie Henry. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	341
29.	INDEPENDENT CONTRACTOR AGREEMENT: Approval, physical education program at Wagon Wheel Elementary School, Skyhawks Sports Academy, Inc. (Supporting Information) <i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i>	351

30. INDEPENDENT CONTRACTOR AGREEMENT: Approval, speech language pathology services, Hill Rehabilitation Services, LLC. 363
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
31. INDEPENDENT CONTRACTOR AGREEMENT: Approval, health services for District students, Maxim Healthcare Services. 375
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
32. INDEPENDENT CONTRACTOR AGREEMENT: Approval, appraisal services, Harris Realty Appraisal. 387
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
33. MANDATED COSTS REIMBURSEMENT CONTRACT: Approval, three-year agreement for mandated costs services, School Innovations & Advocacy, Inc. 405
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
34. AWARD OF RFQ NO. 6-1011: Approval, award of Request for Qualification (RFQ) No. 6-1011, Special Tax Consulting Services for Public Financing, David Taussig & Associations. 421
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
35. ADVERTISE RFQ NO. 8-1011: Approval, advertise for Request for Qualification (RFQ) No. 8-1011, Financial Advisory Services. 425
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
36. ADVERTISE RFQ NO. 9-1011: Approval, advertise for Request for Qualification (RFQ) No. 9-1011, Demographic Consultant Services. 447
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
37. ADVERTISE BID NO. 1112-02: Approval, authorization to advertise Bid No. 1112-02, Service to Collect, Recycle, and Dispose of Solid Waste Districtwide. 471
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
38. ADVERTISE BID NO. 1112-03: Approval, authorization to advertise Bid No. 1112-03, Bakery Products. 473
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
39. ADVERTISE BID NO. 1112-04: Approval, authorization to advertise Bid No. 1112-04, Outsource Transportation Service. 475
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
40. PROPOSED MEAL PRICE INCREASES: Approval, meal price increases for the 2011-2012 school year. 477
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

PERSONNEL SERVICES

41. RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, classified personnel. 481
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel
42. RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, certificated personnel. 495
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel
43. WILLIAMS SETTLEMENT: Approval, third quarter site review report on complaints relative to the Williams Settlement Uniform Complaint Procedure, 2010-2011 school year. 511
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel
44. MASTER TEACHER PAYMENT: Approval, final payment to master teachers who supervised student teachers during the first semester for the 2010-2011 school year. 515
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel
45. STUDENT TEACHING AGREEMENT: Approval, student teaching agreement with the California State University, Fullerton, Cal State Teach Program. 517
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel

Motion by _____ Seconded by _____
ROLL CALL:
Student Advisor Larson Ishii _____
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.

IV. DISCUSSION/ACTION

46. **ROLE OF BOARD: POWERS AND RESPONSIBILITIES:** Approval, Resolution No. 1011-48, reaffirmation of the statement regarding the Role of the Board: Powers and Responsibilities. DISCUSSION/
(Supporting Information) ACTION
Contact: Joseph M. Farley, Superintendent Vote _____
Page 523

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

47. **SAN JUAN ELEMENTARY SCHOOL:** Report and presentation concerning the 160th anniversary of San Juan Elementary School.
(Supporting Information)
Joseph M. Farley, Superintendent
- INFORMATION/
DISCUSSION
Page 527

48. **PROPOSED INDEPENDENT STUDY HIGH SCHOOL:** Consideration and approval, establishment of an independent study high school.
(Supporting Information)
Julie Hatchel, Assistant Superintendent, Education Services
- DISCUSSION/
ACTION
Vote _____
Page 529

Motion by _____ Seconded by _____

49. **PROPOSED 2011-2012 SCHOOL CALENDAR:** Approval, proposed 2011-2012 School Calendar.
(Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services
- DISCUSSION/
ACTION
Vote _____
Page 537

Motion by _____ Seconded by _____

50. **CSEA/CUSD CONTRACT REOPENER PROPOSAL:** Consideration and approval, CUSD contract reopener proposal with CSEA for the 2011-2012 school year.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services
- DISCUSSION/
ACTION
Vote _____
Page 541

Motion by _____ Seconded by _____

51. **CUEA/CUEA CONTRACT REOPENER PROPOSALS:** Consideration and approval, CUSD/CUEA contract reopener proposals for the 2011-2012 school year.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services
- DISCUSSION/
ACTION
Vote _____
Page 545

Motion by _____ Seconded by _____

52. **TEAMSTERS/CUSD CONTRACT REOPENER PROPOSAL:** Consideration and approval, CUSD contract reopener proposal with Teamsters for the 2011-2012 school year.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services
- DISCUSSION/
ACTION
Vote _____
Page 551

Motion by _____ Seconded by _____

53. **IMPLEMENTATION OF CSEA RESTORATION – FURLOUGH DAYS:** Consideration and approval, proposed implementation plan to restore CSEA furlough days.
(Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services
- DISCUSSION/
ACTION
Vote _____
Page 555

Motion by _____ Seconded by _____

54. **COMMUNITY FACILITIES DISTRICT NO. 2005-1 (WHISPERING HILLS) -
PUBLIC HEARING CONTINUED:** Consideration and approval, Resolution No.
1011-47, Continuing Public Hearing for Consideration of Supplemental Special Tax
Revision Proceedings Reducing Special Taxes of CFD 2005-1 (Whispering Hills).
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

DISCUSSION/
ACTION
Vote _____
Page 563

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Larson Ishii _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

Trustee Brick _____

55. **DIVISION OF STATE ARCHITECT:** Update of progress of the Division of State
Architect Construction and Project listing.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

INFORMATION/
DISCUSSION
Page 569

V. ADJOURNMENT

**THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON
WEDNESDAY, APRIL 27, 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

VI. CLOSED SESSION

56. Closed Session (as authorized by law)

- A. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
 - 1) Assistant Superintendent, SELPA, Special Education Operations
 - 2) Executive Director, Secondary Schools, Adult and Alternative Education Programs
 - 3) Principal

(Pursuant to Government Code §54957)
- AA. CONFERENCE WITH LEGAL COUNSEL–EXISTING LITIGATION
 - Superior Court of the State of California
 - County of Orange
 - Case No. 30-2008 00114162
 - CUEA v. CUSD

(Pursuant to Government Code §54956.9{a})
- B. CONFERENCE WITH LABOR NEGOTIATORS
 - Dr. Joseph M. Farley/Jodee Brentlinger/Ron Lebs
 - Employee Organization:
 - 1) Capistrano Unified Education Association (CUEA)
 - 2) Capistrano School Employees Association (CSEA)
 - 3) Unrepresented Employees (CUMA)
 - 4) Teamsters

(Pursuant to Government Code §54957.6)
- C. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
 - (Pursuant to Government Code §54957)
- D. STUDENT EXPULSIONS – Items D-1 through D-17
 - Deliberations of Findings of Fact and Recommendations

(Pursuant to Education Code §48918(c) and §35145)

WILLIAMS UNIFORM COMPLAINT PROCEDURES**Types of Complaints**

The ~~d~~District shall use the following procedures to investigate and resolve complaints when the complainant alleges that any of the following has occurred: (Education Code 35186)

1. Instructional materials
 - a. A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state or district-adopted textbooks or other required instructional materials to use in class.
 - b. A pupil does not have access to instructional materials to use at home or after school in order to complete required homework assignments.
 - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - d. A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
2. Teacher vacancy or misassignment
 - a. A semester begins and a certificated teacher is not assigned to teach the class.

Vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.
 - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.
 - c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

3. High School Exit Examination

Pupils, including English learners, who have not passed one or both parts of the high school exit examination by the end of the 12th grade ~~are to be~~ were not provided the opportunities to receive intensive instruction and services for up to two consecutive academic years after the completion of Grade 12.

4. Facilities

- a. A condition poses an emergency or urgent threat to the health or safety of pupils or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of pupils or staff while at school, including but not limited to gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; or structural damage creating a hazardous or uninhabitable condition.

- b. School restrooms were not maintained or cleaned regularly, are not operational, or are not stocked with toilet paper, soap and functional hand driers or paper towels.
- c. The school has not kept sufficient number of restrooms open during hours when pupils are in classes.

5. Pupil Fees

- a. Pupils ~~shall not be~~ were charged fees, including security deposits, or ~~be~~ were required to purchase materials or equipment, to participate in a class or an extracurricular activity.

Filing of Complaint

A complaint alleging any condition(s) specified above shall be filed with the principal or designee. The principal or designee shall forward a complaint about problems beyond his/her authority to the Superintendent or designee within 10 working days.

The principal or designee shall make all reasonable efforts to investigate any problem within his/her authority. He/she shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received.

Complaints may be filed anonymously. If the complainant has indicated on the complaint form that he/she would like a response to his/her complaint, the principal or designee shall report the resolution of the complaint to him/her within 45 working days of the initial filing of the complaint. At the same time, the principal or designee shall report the same information to the Superintendent or designee.

If a complainant is not satisfied with the resolution of the complaint, he/she may describe the complaint to the ~~Governing~~ Board of Trustees at a regularly scheduled hearing.

For complaints concerning a facility condition that poses an emergency or urgent threat to the health or safety of pupils as described in item #4a above, a complainant who is not satisfied with the resolution proffered by the principal, Superintendent, or designee may file an appeal to the Superintendent of Public Instruction. The complainant shall comply with the appeal requirements of Section 4632.

Complaints and written responses shall be public records.

Reports

The Superintendent or designee shall report summarized data on the nature and resolution of all complaints on a quarterly and annual basis to the Board and the County Superintendent of Schools. The report shall include the number of Williams complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported at a regularly scheduled Board meeting.

Forms and Notices

The Superintendent or designee shall ensure that the ~~d~~District's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes.

Additionally:

- If a response is requested, the response shall be made to the mailing address of the complainant indicated on the complaint.
- If Section 48985 of the Education Code is applicable, the response, if requested, and report shall be written in English and the primary language in which the complaint was filed.
- Each school in the ~~d~~District shall have complaint forms available for such Williams identified complaints.
- The complainant need not use the "official" CUSD Williams form to file a complaint.

The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186.

Legal Reference:

EDUCATION CODE

1240 County superintendent of schools, duties

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School Accountability Report Card

35186 Alternative uniform complaint procedure

60119 Hearing on sufficiency of instructional materials

CODE OF REGULATIONS, TITLE 5

4600-4671 Uniform complaint procedures

Williams Uniform Compliance Procedure

Board Policy 1312.4(d)

Management Resources:

WEB SITES

~~CSBA: <http://www.csba.org>~~

California Department of Education, Williams case: <http://www.cde.ca.gov/eo/ce/wc/index.asp>

Policy

Adopted: December 2004

Revised: December 10, 2007

Revised: August 11, 2008

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California



Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

PARENTS, GUARDIANS, PUPILS, AND
EMPLOYEES
WILLIAMS UNIFORM COMPLAINT PROCEDURES

For more information please refer to Board Policy 1312.4
Williams Uniform Complaint Procedures

State law requires the following:

1. There should be sufficient textbooks and instructional materials. Each pupil, including English learners, must have textbooks and instructional materials to use in class and to take home to complete assignments.
2. There should be no teacher vacancies or misassignments.
3. Pupils, including English learners, who have not passed one or both parts of the high school exit examination by the end of the 12th grade are to be provided the opportunities to receive intensive instruction and services for up to two consecutive academic years after the completion of Grade 12.
4. School facilities should be clean, safe, and maintained in good repair.
5. Pupils shall not be charged fees, including security deposits, or be required to purchase materials or equipment, to participate in a class or an extracurricular activity.

To file a complaint, you can obtain a Williams Uniform Complaint form at the principal's office, District office, or it can be downloaded from the CUSD website (www.capousd.org). The completed form would then be mailed to the attention of the Uniform Complaint Officer at the address below. You may also download a copy of the California Department of Education complaint form from the following web site: <http://www.cde.ca.gov/re/cp/uc/>.

Education Code Section 35186

Uniform Complaint Officer
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675
(949) 234-9200

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Uniform Complaint Procedure Form
For Education Code Section 35186 Complaints

Education Code (EC) Section 35186 created a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment. The complaint and response are public documents as provided by statute. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the following contact information.

Response requested: ☐ Yes ☐ No

Name (Optional): _____ Mailing Address (Optional):

Contact Phone Number/s (Optional):

Issue of complaint (please check all that apply):

1. Textbooks and Instructional Materials

- ☐ A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state-adopted or district-adopted textbooks or other required instructional materials to use in class.
- ☐ A pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
- ☐ Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- ☐ A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Facility Conditions

- ☐ A condition poses an urgent or emergency threat to the health or safety of students or staff, including: gas leaks, nonfunctioning heating, ventilation, fire sprinklers or air-conditioning systems, electrical power failure, major sewer line stoppage, major pest or vermin infestation, broken windows or exterior doors or gates that will not lock and that pose a security risk, abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff, structural damage creating a hazardous or uninhabitable condition, and any other emergency conditions the school district determines appropriate.
- ☐ A school restroom has not been maintained or cleaned regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers.

- ☐ The school has not kept all restrooms open during school hours when pupils are not in classes, and has not kept a sufficient number of restrooms open during school hours when pupils are in classes.

3. Teacher Vacancy or Misassignment

- ☐ Teacher vacancy - A semester begins and a teacher vacancy exists. (A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.)
- ☐ Teacher misassignment - A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.
- ☐ Teacher misassignment - A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

4. High School Exit Examination (For school districts who receive intensive instruction funds)

- ☐ Pupils who have not passed the high school exit exam by the end of 12th grade were not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254 (d) (4) and (5) after the completion of grade 12.

5. Pupil Fees

- ☐ Pupils ~~shall not be~~ were charged fees, including security deposits, or ~~be~~ were required to purchase materials or equipment, to participate in a class or an extracurricular activity.

Date of Problem:

Location of Problem (School Name, Address, and Room Number or Location):

Course or Grade Level and Teacher Name:

Please describe the issue of your complaint in detail. You may attach additional pages if necessary to fully describe the situation.

Please file this complaint with your Principal or at the District, attention: Jeffrey Bristow, Executive Director / UCO, 33122 Valle, San Juan Capistrano, CA 92675.

COMPLAINTS CONCERNING DISCRIMINATION IN EMPLOYMENT

~~The appointed Uniform Complaint Officer is the Nondiscrimination in Employment Officer:~~

The following procedures shall be followed when an employee has a complaint alleging that a specific action, policy, procedure or practice discriminates against him/her on any basis specified in the District's nondiscrimination policies. Individuals who have complaints alleging sexual harassment shall utilize those policies/and complaint procedure.

~~(cf. 1312 Uniform Complaint Policy)~~

~~(cf. 0410 Nondiscrimination in District Programs and Activities)~~

~~(cf. 4030 Nondiscrimination in Employment)~~

~~(cf. 4119.11 Sexual Harassment All Personnel)~~

~~(cf. 5183 Sexual Harassment Students)~~

1. The complaint must be initiated within 60 calendar days after a complainant knew, or should have known, of the alleged discrimination.
2. All parties involved in allegations of discrimination shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made. The complainant also shall be notified of his/her right to appeal the decision to the next level.
3. When a complaint is brought against the individual responsible for the complaint process at any level, the complainant may address the complaint directly to the next appropriate level.
4. Meetings related to a complaint shall be held at times the District determines least likely to interfere with school schedules and operations.
5. For the protection of the complainant and the District, complaint proceedings shall be kept confidential within legal constraints.
6. All documents, communications and records dealing with the complaint shall be maintained in a ~~separate~~ unique District file and logged as appropriate.
7. No retaliation shall be taken in any form for filing of a complaint, reporting instances of discrimination, or for participation in the complaint process. Such participation shall not in any way affect the status or work assignments of the complainant.

COMPLAINTS CONCERNING DISCRIMINATION IN EMPLOYMENT

(continued)

8. Time limits specified in these procedures may be revised only by written mutual agreement of the parties. If the District fails to respond within a specified or adjusted time limit, a complainant may proceed to the next level. If a complainant fails to take the complaint to the next level within the prescribed time, the complaint shall be considered settled at the preceding level.

Level I

The complaint should be discussed informally with the principal or administrator having oversight responsibility for the program or personnel where the alleged discriminatory act occurred. If the complainant's concerns are not clear or cannot be resolved through informal discussion, the principal or administrator shall prepare, within 10 calendar days, a written summary of his/her meeting(s) with the complainant. This report shall be forwarded to the nondiscrimination officer.

If the complaint is deemed to have merit, the principal or administrator will attempt to resolve the complaint with the parties.

Resolution of the complaint through this procedure by mutual agreement of the participants will close the issue.

Level II

If a complaint cannot be resolved at Level I, the complainant may submit a formal written complaint to the District Uniform Complaint Officer within 10 calendar days of his/her attempt to resolve the complaint informally. The written complaint shall include the following:

1. The complainant's signature or that of his/her representative.
2. The complainant's name, address and telephone number.
3. The name and address of the district staff member who committed the alleged violation.
4. A description of the allegedly discriminatory act(s) or omission(s).
5. A specific description of the time, place, nature, participants in and witnesses to the alleged act(s) or omission(s).
6. Other pertinent information which may assist in investigating and resolving the complaint.

COMPLAINTS CONCERNING DISCRIMINATION IN EMPLOYMENT

(continued)

The Uniform Complaint Officer shall assign a staff member to assist the complainant with this writing if such help is needed. The officer shall respond to the complainant in writing within 10 calendar days.

The Uniform Complaint Officer shall conduct any investigation necessary to respond to the complaint, including discussion with the complainant, person(s) involved, appropriate staff members and students, and review of the Level I response and all other relevant documents. If a response from third parties is necessary, the Uniform Complaint Officer may designate up to 10 additional calendar days for investigation of the complaint.

Level III

If the complaint cannot be resolved at Level II, the complainant may present the complaint to the Superintendent or designee within 10 calendar days. The Superintendent or designee shall review the Level II investigation file, including the written complaint and all responses from District staff. The Superintendent or designee shall respond to the complainant in writing within 10 calendar days.

If the Superintendent or designee finds it necessary to conduct further investigation, he/she may designate up to 10 additional calendar days for such investigation and shall respond to the complainant in writing within 10 calendar days of completing the investigation.

Level IV

If the complainant is not satisfied with the resolution at Level III, he or she has 10 calendar days from the date of the letter containing the Level III findings to request in writing an appeal to the Board of Trustees.

The Board shall grant the hearing request for the next regular Board meeting for which it can be placed on the agenda. Any complaint against a District employee shall be conducted in closed session as a personnel matter. The Board shall render its decision within 10 calendar days after the hearing.

~~(cf. 4324—Complaints Concerning School Personnel)~~

Instead of conducting a hearing, the Board may appoint a hearing officer to review the complaint and previous decisions and make recommendations to the Board. The Hearing Officer shall hear the appeal and render its recommended decision within 10 calendar days.

COMPLAINTS CONCERNING DISCRIMINATION IN EMPLOYMENT

(continued)

Other Remedies

Complainants may appeal the District's action to the California Department of Education. The Superintendent or designee shall ensure that complainants are informed that injunctions, restraining orders and other civil law remedies may also be available to them. This information shall be published with the District's nondiscrimination complaint procedures and included in any related notices. (Education Code 262.3)

Legal Reference:

EDUCATION CODE

200-262.3 Prohibition of discrimination

GOVERNMENT CODE

12920-12921 Nondiscrimination

12940-12948 Discrimination prohibited; unlawful practices, generally

TITLE VI, CIVIL RIGHTS ACT OF 1964

TITLE VII, CIVIL RIGHTS ACT OF 1964

TITLE IX, EDUCATION AMENDMENTS OF 1972

SECTION 504, REHABILITATION ACT OF 1973

AGE DISCRIMINATION ACT OF 1975

AMERICANS WITH DISABILITIES ACT

Policy

revised: June 14, 1999

revised: August 9, 2000

revised: July 26, 2005

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

FAMILY CARE AND MEDICAL LEAVE

The ~~Governing~~ Board of Trustees shall grant family care and medical leave to eligible employees in accordance with current state and federal law. Full-time and part-time employees, Employees, including part-time staff, who have been employed for at least 12 months, not required to be concurrent, and who have provided a minimum of 1,250 hours of service in the 12 months preceding the request for leave, are eligible for leave under the California Family Rights Act of 1993 (Government Code Section §12945) and the Federal Family and Medical Leave Act of 1993 (FMLA). The unpaid leave is for a maximum for a total of 12 workweeks during any a single 12-month period, except for care of a military service member, where the maximum unpaid leave is 26 work weeks in a single 12-month period. Available unpaid family care and medical leaves ~~benefits may run concurrently with employee sick leave benefits each other and also with other employee accrued paid leaves.~~

Employees taking this leave shall be reinstated in the same or an comparable equivalent position upon returning from ~~family care~~ leave, except as allowed by law or collective bargaining agreement.

An ~~Employees~~ who takes medical leave for his/or her own serious health condition shall present certification from his/or her health care provider ~~to the effect that he/or she is able to resume return to work.~~ If any work restrictions are placed by the health care provider, the District and the employee will engage in the interactive process as required by state and federal law to determine if reasonable accommodations are available to permit the employee to perform the essential functions of his or her job.

Leave is permitted for the following reasons as outlined in administrative regulations or collective bargaining agreement.

*Legal Reference:*GOVERNMENT CODE*12940 Unlawful employment practices**12945 Pregnancy; childbirth or related medical condition; unlawful practice**12945.2 Family care leave; definitions; conditions**19702.3 Family care leave; exercise of rights*CODE OF REGULATIONS, TITLE 2*7297.0-7297.911 Family Care Leave*UNITED STATES CODE, TITLE 29*2601, 2611-2619, 2631-2636, 2651-2654 Family and Medical Leave Act of 1993*CODE OF FEDERAL REGULATIONS, TITLE 29*825 Family and Medical Leave Act of 1993*

Policy

revised: June 14, 1999

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
JUNE 29, 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 Performance Evaluation; Public Employee Discipline /Dismissal/Release; Public Employee Appointment/Employment; and CSEA/CUEA/CUMA/Teamsters negotiations.

Closed session ended at 6:30 p.m.

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, Palazzo, and Pritchard
Absent: Trustee Hatton

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

It was moved by Trustee Alpay, seconded by Trustee Bryson, and carried by a 6-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

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

President Brick asked Vice President Pritchard to facilitate the meeting.

President's Announcement

Vice President Pritchard reported the following action taken during closed session:

President's Report From Closed Session Meeting

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

The Board directed staff to compile data and return the information to the August meeting.

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

The Board voted by a 6-0 vote to approve the termination of Employee #026092 effective June 30, 2011.

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

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

Agenda Item #3 D – Public Employee Appointment/Employment: Principals

The Board voted by a 6-0 vote to approve the transfer of Charles Salter, to Principal on Special Assignment.

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

The Board voted by a 6-0 vote to approve the appointment of Chris Carter, Principal, Aliso Niguel High School.

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

Trustee Bryson reported she had the pleasure of assisting at the Dana Hills High School graduation and stated it was a beautiful ceremony with excellent speeches.

**Board and
Superintendent
Comments**

Trustee Palazzo commented she was pleased to see the new Use of School Facilities link on the District's website and requested staff prepare a report and demonstration for an August Board meeting. Trustee Palazzo shared she assisted at the Serra High School/Adult Education graduation and commented how lovely, motivating, and personable the graduation is every year with its small and intimate setting on the Serra High School campus. Trustee Bryson added she also attended Serra High School's graduation and agreed with Trustee Palazzo remarks.

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

**Oral
Communications**

The following people addressed the Board:

- *San Juan Hills High School Principal Tom Ressler thanked the Board and Dr. Farley for their support and stated San Juan Hills High School had a smooth year. Mr. Ressler acknowledged Dr. Farley's first year and great leadership then introduced photography teacher Ryan Norgren whose students had taken the pictures hanging in the District office.*
- *Ryan Norgren presented Dr. Farley with a framed picture of Dr. Farley with the photography students as a memento of the photo project assignment. From the back of the photo Mr. Norgren read, "thanks for the photo op and for putting students first."*

DISCUSSION/ACTION

Trustee Pritchard announced the Public Hearing open at 7:10 p.m. regarding the approval of Resolution No. 1011-65, to authorize the 2011-2012 use of categorical flexibility transfers per SBX3 4. There being no written comments or speakers to this item, Trustee Pritchard declared the public hearing closed at 7:11 p.m.

**PUBLIC
HEARING:
Categorical
Flexibility Funds
Agenda Item 6**

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried by a 6-0 vote to approve Resolution No. 1011-65, to authorize the 2010-11 use of categorical flexibility transfers per SBX3 4.

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

Trustee Pritchard announced the Public Hearing open at 7:12 p.m. regarding the approval of the 2011-2012 Final Budget. There being no written comments or speakers to this item, Trustee Pritchard declared the public hearing closed at 7:13 p.m.

**Public Hearing:
Final Budget
Agenda Item 7**

Deputy Superintendent Ron Lebs presented the final budget overview. Mr. Lebs stated he would be sharing similar information to what he presented at the last Board meeting regarding the Governor's May Revision which has now moved into the actual budget document with a few small changes. Mr. Lebs stated the Governor's May Revision proposes flat funding, which is the same funding level as 2010-2011. This is an increase from the January proposed budget of \$17.2 million. Categorical flexibility has been extended 2 years and funding for county mental health services is provided in the budget. The Legislature adopted the budget on June 28 and it is now waiting for the Governor's signature. The state is balancing the budget by projecting \$4 billion in additional revenue over and above the May Revision of \$6.6 billion. The state budget includes the \$1.2 million cross fiscal year deferral that was in the January proposal but taken out of the May revised budget. The state budget also re-benchmarks Prop 98. There is a possibility there will be mid-year cuts but it will depend on whether revenue projections are below \$2 billion in January 2012. The final budget shows general fund revenues and other sources estimated at \$360 million with estimated expenditures and other uses of \$372 million. The unrestricted reserve for economic uncertainties is projected to be \$7.6 million, as of the budget's adoption. This reserve exceeds the 2 percent required reserve level of \$7.5 million by approximately \$100,000. Mr. Lebs informed Trustees that staff will report to the Board any adjustments to the District's budget necessitated by the state budget within 45 days after the adoption of the state budget. Trustees will not need to revise the adopted budget but staff does need to report to the Board as required by law.

Prior to Trustee discussion, Mr. Lebs read the following fiscal acknowledgement for the budget adoption so it would become a part of the record: "In approving the 2011-2012 budget, the Board understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years. It is recognized that, if the \$4 billion projected state revenue increase included in the recently approved state budget drops below \$2 billion for 2011-2012, the state will impose mid-year revenue cuts to local educational agencies, forcing the District to make mid-year cuts. Assuming that there will not be mid-year revenue reductions in 2011-2012, the District projects it will need to make ongoing expenditure reductions of approximately \$26.6 million in 2012-2013, and no additional reductions in 2013-2014, in order to maintain fiscal solvency. It is further recognized the District will submit details of Board approved budget reductions for 2012-2013 with the 2011-2012 First Interim Report."

Trustees questioned staff regarding rehiring teachers, furlough days, cuts to the school year, major future costs, and deferred maintenance. Trustee Alpay requested that staff provide Trustees with the percentage of reduction in legal fees this year. Trustee Pritchard stated Trustees need to advocate for the District by contacting or visiting local legislators and let them know the District can't endure anymore cuts.

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Brick, and motion carried by a 4-2 vote to adopt the 2011-2012 Budget and approve the Criteria & Standards for the 2011- 2012 fiscal year.

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

Superintendent Farley stated the conclusion of the school year, and the completion of his first year in the District, provides an opportunity to discuss some of the highlights and goals attained over the past twelve months. Dr. Farley explained when he reflects on what happened in a school year he judges it against the same standard: did the District impact student learning and did it improve the system? He stated in 2010-2011 the answer is yes to both. A year ago Trustees and staff told him they had high expectations for him. They wanted him to be successful, instruction focused, and the District needed a vision and priorities. As a result, four priorities were established: to stabilize the District, renew trust in leadership, enhance and improve all District systems, and focus on what happens in the classrooms between teachers and learners. Dr. Farley presented District initiatives and accomplishments from each department for the 2010-2011 school year. Dr. Farley concluded his presentation by thanking the Board for their leadership and support, and all staff members, parents, and community members for their contribution to the success of the District this year.

The following people addressed the Board:

- *Michele Langham, CUCPTSA president, shared there is a new confidence in the District that Dr. Farley has fostered. On behalf of the parents and students, Mrs. Langham thanked the Board for selecting a superintendent who truly cares about children and their successes, parents and their concerns, and is a good leader for teachers and staff.*
- *Kim Anderson, CUCPTSA Legislative Team, thanked the Board for hiring Dr. Farley and stated he is very accessible, student focused, forward thinking, calm under pressure, and supportive of the PTA and the legislative team.*
- *Richard Ybarra, Executive Director of CREER, commended Dr. Farley for his professionalism and leadership, being a great educator and good listener, raising the level of trust for EL parents, improving student achievement, and increasing parent involvement.*
- *Eric Wersching, Ladera Ranch City Council past chair, remarked he was very impressed with Dr. Farley for his straight forward approach, follow through, honesty, and added there is a better attitude and feeling in the District under Dr. Farley's leadership.*
- *Principal Carrie Bertini thanked Dr. Farley for returning the District's focus to classroom instruction, student learning and staff development, and for his commitment to visiting classrooms at every school site.*

Deputy Superintendent Ron Lebs explained this agenda item recommends approval of Resolution No. 1011-64 to issue an amount not to exceed \$85 million in a Tax and Revenue Anticipation Note (TRAN) for the 2011-2012 fiscal year, and to participate in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program. This resolution authorizes the issuance of the notes to be pooled with other Orange County school district notes to be named the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program. With the issuance of a TRAN, the District will be able to meet its payroll and vendor payments during the fiscal year.

**TRANS
Agenda Item 9**

At this time, the total financial implications of the issuance of a TRAN for the 2011-2012 fiscal year are not quantifiable, and will be fully known closer to the date of issuance. Costs associated with the issuance of the TRAN will be offset to the highest extent possible with any interest earnings realized on the TRAN's principal amount.

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried by a 6-0 vote to approve Resolution No. 1011-64, authorizing the borrowing of funds for fiscal year 2011-2012 and the issuance and sale of a 2011-2012 Tax and Revenue Anticipation Note and participation in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note program.

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

Trustee Pritchard stated due to the June 14 resignation of Trustee Lynn Hatton as one of the two District representatives to the Capistrano-Laguna Beach Regional Occupation Program board, Trustees need to elect another Board member to serve the remainder of her term. Trustee Pritchard nominated President Brick. No other nominations were received.

**ROP Board
 Representative
 Agenda Item 10**

It was moved by Trustee Pritchard, seconded by Trustee Alpay, and motion carried by a 4-2 vote to replace Trustee Hatton on the ROP board with President Brick for the remainder of the term.

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

Superintendent Farley stated revisions to this Bylaw were necessary to provide a consistency with the meeting changes the Trustees approved at the March 23 Board meeting. The proposed revisions to Board Bylaw 9320, *Meetings*, reflect the change in days when meetings are held and the addition of one regular meeting per month. Superintendent Farley stated he added clarification language to the requirements for people with disabilities as requested by Trustee Palazzo at the June 13, 2011, Board meeting.

**Board Bylaw
 Revisions
 Agenda Item 11**

Trustee Alpay requested staff change the reference to “governing board” with “Board of Trustees.”

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried unanimously to approve the revisions to Board Bylaw 9320, *Meetings* with the change requested by Trustee Alpay.

Vice President Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Items #12, #21, #24, #25, #37, and #39 were pulled.

**Items Pulled from
 the Consent
 Calendar**

CONSENT CALENDAR

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

Instructional materials recommended for adoption for grades 11 and 12 International Baccalaureate Math, *Mathematics HL Core IB*.

**Instructional
 Materials
 Agenda Item 13**

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

**Purchase
 Orders/Warrants
 Agenda Item 14**

Donations of funds and equipment.

**Donations
 Agenda Item 15**

Special Education Consultant, Karen Miller.

**Consulting
 Agreement
 Agenda Item 16**

Special Education Consultant, Susan Melly.	Consulting Agreement Agenda Item 17
Renewal of agreement for operation of extended day childcare programs with YMCA of Orange County.	Agreement Renewal Agenda Item 18
Renewal of agreement of use of facilities agreement with Journey Charter School at Foxborough campus.	Agreement Renewal Agenda Item 19
Renewal of agreement of use of facilities agreement with Niguel Children's Center at Foxborough campus.	Agreement Renewal Agenda Item 20
Agreement for special services, fiscal and mandate information services with School Services of California, Inc.	Special Services Agreement Agenda Item 22
Memorandum of Understanding between the District and the Capistrano-Laguna Beach Regional Occupation Program for technical services.	Memorandum of Understanding Agenda Item 23
Annual support and maintenance agreement, Active Network.	Support and Maintenance Agreement Agenda Item 26
Online educational products and services order, K12 Virtual Schools LLC.	Online Education Products/Services Agenda Item 27
Master contract for special education services to be provided by Teri Inc.-The country School, a non-public school.	Master Contract Agenda Item 28
Master contract for special education services to be provided by Mardan School, a non-public school.	Master Contract Agenda Item 29
Master contract for special education services to be provided by Chileda, a non-public school.	Master Contract Agenda Item 30
Counseling services, Tricia Krantz.	Independent Contractor Agreement Agenda Item 31
Counseling services, Brenda Crary.	Independent Contractor Agreement Agenda Item 32
Counseling services, Irma Garcia	Independent Contractor Agreement Agenda Item 33

Psychological educational assessments, Dennis I. Saller.

**Independent
Contractor
Agreement
Agenda Item 34**

Extension of agreement Bid No. 1011-05 Frozen Food Products, Gold Star Foods.

**Frozen Food
Products
Agenda Item 35**

Extension of agreement Bid No. 0809-11 Paper and Plastic Products for Food and Nutrition Services, P&R Paper Supply Company, Inc.

**Paper/Plastic
Products
Agenda Item 36**

Award of Bid No. 1112-03 Bakery Products, Gold Star Foods.

**Bakery Products
Agenda Item 38**

Advertise Bid No. 1112-07 Pizza Service.

**Pizza Service
Agenda Item 40**

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

Trustee Palazzo stated she did not attend the June 8, 2011, meeting so she would be abstaining from voting on the approval of the minutes.

**Minutes
Agenda Item 12**

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried by a 5-0-1 vote to approve the minutes of the June 8, 2011, special Board meeting.

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

Trustee Palazzo pulled this item because she had read in the Orange County Register the City of Laguna Hills was considering an application from the Community Roots Charter School to rent facilities. Dr. Farley explained the charter school was applying with other agencies in case they were not able to rent facilities from the District.

**Lease Agreement
Agenda Item 21**

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried by a 6-0 vote to approve the lease agreement with Community Roots Charter School for use of facilities at Wood Canyon Elementary School for 2011-2012.

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

Trustee Bryson thanked staff for continuing to request reduced costs from vendors and she was pleased to see the firm has proposed a cost savings of 28 percent if the current agreement is extended for four years and the District shifts to a time survey option for the Medi-Cal Administrative Activities program.

**Agreement
Extension
Agenda Item 24**

It was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried by a 6-0 vote to approve extension of agreement RFQ No. 6-0910, Medi-Cal billing services, Paradigm Health Care Services.*

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

Trustee Bryson commended staff for sending a letter to the firm requesting reduced costs for the 2011-2012 renewal period and pointed out the item states there will be no increase in the described rates for the renewal period of July 1, 2011, through June 30, 2012.

**Agreement
Extension
Agenda Item 25**

It was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried by a 6-0 vote to approve extension of agreement for general legal services, Stutz, Ariano, Shinoff & Holtz APC.*

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

Trustee Bryson noted the pricing for the renewal term of July 1, 2011, through June 30, 2012, is approximately 16.5 percent lower than the original contract pricing.

**Plumbing Service
Agenda Item 37**

It was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried by a 6-0 vote to approve extension of agreement Bid No. 0708-06 Plumbing Service, Pacific Plumbing Company of Santa Ana.*

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

Trustee Bryson stated she pulled this item by mistake.

**Electrical
Supplies/Materials
Agenda Item 39**

It was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried by a 6-0 vote to approve award of Bid No. 1112-05 Electrical Supplies and Materials, Consolidated Electrical Distributors.*

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

*Agenda items #24, #25, #37, and #39 pulled by Trustee Bryson were all approved by one motion and vote.

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

Adjournment

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

Vice President Pritchard announced the meeting adjourned at 8:35 p.m.

Board Clerk

Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
JULY 11, 2011
EDUCATION CENTER – BOARD ROOM

President Brick called the meeting to order at 5:30 p.m. Prior to recessing to closed session, President Brick announced agenda item 3 A2, Public Employee Appointment/Employment was being pulled. The Board recessed to closed session to: discuss Public Employee Appointment/Employment; confer with Real Property Negotiators; discuss CSEA/CUEA/CUMA/Teamsters negotiations; discuss a Liability Claim; and discuss Student Expulsions (8 cases).

Closed session ended at 6:25 p.m.

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, and Pritchard
Absent: Trustee Palazzo

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

It was moved by Trustee Alpay, seconded by Trustee Bryson, and carried by a 6-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

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

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

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

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

The Board voted by a 6-0 vote to approve the appointment of Allison Jacobs, Program Specialist.

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

Agenda Item #3 A2 – Public Employee Appointment/Employment: Director IV, Early Childhood Programs

This item was pulled prior to the Board recessing to closed session

Agenda Item #3 B – Conference with Real Property Negotiators: No action was taken

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

Agenda Item #3 D – Liability Claim:

The Board voted by a 6-0 vote to deny Liability Claim No. 11-91964.

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

Agenda Item #3 E1-E8 – Student Expulsion by Stipulated Expulsion:

The Board voted by a 6-0 vote to expel the following students by stipulated agreement: Case #2011-083, #2011-87, #2011-100, #2011-106, #2011-107, #2011-108, #2011-109, and #2011-110.

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

Steve Concialdi was recognized as the founder of Friends Against Drinking and Driving and providing mock DUI crash assemblies at high schools to educate teens on the effects and consequences of drinking and driving or riding with someone who is drinking and driving.

**Special
Recognitions**

Dr. Farley introduced Sara Jocham as the new Assistant Superintendent, SELPA, Special Education.

**Board and
Superintendent
Comments**

Trustee Hatton stated she attended one of the mock DUI crash assemblies this year and it was one of the most moving events she has attended in a school. Trustee Hatton stated the assemblies are so beneficial for the entire community and as a parent and Board member she thanked Mr. Concialdi for what he does for our students.

Trustee Bryson thanked Mr. Concialdi for his worthy endeavor and commented she wants to attend one of the assemblies next year.

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

**Oral
Communications**

There were no speakers.

DISCUSSION/ACTION

Assistant Superintendent Julie Hatchel stated this item brings forth a detailed calendar for the 2011-2012 school year. The certificated contract indicates that development of school calendars is the subject of consultation with CUEA. This is done through a calendar committee, composed of administrators, teachers, and parents. The committee recommended the addition of 2 minimum days (one in the fall, one in the spring) in 2011-2012 to provide adequate elementary parent conferences. With the implementation of furlough days in 2010-2011, elementary sites lost one full day of parent conferences in the fall. Coupled with increased class size due to the elimination of the 20:1 ratio, this presented a challenge in providing adequate time for parent conferences. In the past, teachers had approximately 1,020 minutes to conduct conferences. This year, teachers had approximately 660 minutes, shortening each parent's conference to approximately 15 minutes. Both parents and teachers voiced concern that this did not provide an adequate amount of time to conduct a meaningful conference. Mrs. Hatchel stated while the addition of these minimum days results in a total loss of approximately 3 hours of instructional time across the 2011-2012 school year, the District continues to operate above the mandated number of instructional minutes per Education Code. The calendar committee believes the benefit of increased time spent conferencing with parents will provide immeasurable educational and relational benefits in building a learning partnership between teachers and parents.

**2011-2012 Detailed
School Calendar
Agenda Item 7**

The following people addressed the Board:

- *Vicki Soderberg and Sally White spoke on the importance of parent conferences for both the teacher and the parent to build trust and hold meaningful discussions and requested Trustees approve the calendar.*

Trustee Addonizio stated she could not support the calendar with the addition of two more minimum days and the loss of instructional time. Trustee Alpay requested staff ask the Calendar Committee to consider possibly consolidating the number of minimum days when allocating time for parent teacher conferences at the elementary school level when constructing the school calendar for the 2012-2013 school year.

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried by a 5-1 vote to approve the detailed 2011-2012 School Calendar.

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

Trustee Pritchard introduced the second reading of Ordinance No. 1112-1, Ordinance of Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills) Authorizing the Levy of a Special Tax within Community Facilities District No. 2005-1, by announcing the Board is now acting as the Legislative Body of Community Facilities District No. 2005-1.

Ordinance #1112-1
CFD 2005-1
Agenda Item 8

Trustee Pritchard asked for a motion to present the second reading of Ordinance No. 1112-1 by reading of the title only.

It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to approve reading the Ordinance by title only.

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

Trustee Alpay read the following: Ordinance of Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills) Authorizing the Levy of a Special Tax within Community Facilities District No. 2005-1.

Trustee Pritchard stated copies of the proposed Ordinance were posted and published in accordance with the law and copies of the proposed Ordinance are available at the District office for inspection by any interested member of the public.

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried by a 6-0 vote to approve Ordinance No. 1112-1, Ordinance of Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills) Authorizing the Levy of a Special Tax within Community Facilities District No. 2005-1.

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

Trustee Pritchard announced matters related to CFD No. 2005-1 are complete and the Board will no longer be acting as the Legislative Body of CFD No. 2005-1.

Deputy Superintendent Ron Lebs explained this item is a request for a joint use and funding agreement between the City of Aliso Viejo and the District for the installation of light fixtures at Aliso Niguel High School batting cages.

Joint Use/Funding Agreement with Aliso Viejo
Agenda Item 9

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to approve a joint use agreement between the District and the City of Aliso Viejo for funding, installation, and use of lights at the existing batting cages at Aliso Niguel High School.

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

Jodee Brentlinger, Assistant Superintendent, Personnel Services, presented for first reading the revisions to Board Policy 1312.4, *Williams Uniform Complaint Procedures*. Mrs. Brentlinger stated as laws change, revisions to existing Board policies and administrative regulations are necessary. Mrs. Brentlinger explained the new ACLU settlement requirements are the reason for the revision to this policy.

Board Policy Revisions
Agenda Item 10

Trustee Alpay requested staff to replace the reference *Governing Board* with *Board of Trustees* and change all references to the District so they begin with a capital "D" for consistency.

Jodee Brentlinger, Assistant Superintendent, Personnel Services, presented for first reading the revisions to Board Policy 4031, *Complaints Concerning Discrimination in Employment*. Mrs. Brentlinger stated this item had not been changed since 2005 and the revisions are to clarify the process to file a complaint concerning discrimination and streamline the policy so it is more easily understood.

Board Policy Revisions
Agenda Item 11

Trustee Addonizio asked staff to explain (item number six, page 41) what the difference was between a separate and unique District file and why the wording is being changed. Mrs. Brentlinger explained the change is being made to clarify that the complaint information is not kept as part of anyone's personnel file or anything that would be contained and accessible in a personnel file. Trustee Alpay requested staff research if the materials in the unique files are subject to Public Records Requests.

Jodee Brentlinger, Assistant Superintendent, Personnel Services, presented for first reading the revisions to Board Policy 4161.8/4261.8/4361.8, *Family Care and Medical Leave*. Mrs. Brentlinger stated this item had not been revised since 1999 and the intent of the revisions is to clarify and streamline the policy.

Board Policy Revisions
Agenda Item 12

Deputy Superintendent Ron Lebs stated there are no changes from last month.

Division of State Architect
Agenda Item 13

Trustee Addonizio asked for the status of the La Pata lighting project. Executive Director Randy Rowles stated the project has been completed by SDG&E. Trustee Pritchard asked staff to provide Trustees with the fee charge for reopening a DSA closed application.

Trustee Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Items #14 and #18 were pulled.

Items Pulled from the Consent Calendar

CONSENT CALENDAR

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

Expunging of expulsion record: Case #2010-073.	Expunging of Expulsion Records Agenda Item 15
Readmission of students from expulsion: Case #2010-015 and #2011-017.	Expulsion Readmissions Agenda Item 16
2011-2012 Consolidated Application for Funding Categorical Aid Programs, Part I, to fund supplemental programs.	Funding Categorical Aid Programs, Part I Agenda Item 17
2011-2012 Back-to-School Nights schedule.	Back-to-School Night Times/Dates Agenda Item 19
Work Experience Education Plan and application to provide a Work Experience Education course for secondary students in special education.	Special Ed Work Experience Ed Program Agenda Item 20
Memorandum of Understanding for Mission Hospital Asthma and Obesity Education and Treatment Programs.	Memorandum of Understanding Agenda Item 21
Purchase orders, warrants, and previously Board approved bids and contracts as listed.	Purchase Orders/Warrants Agenda Item 22
Authorization to utilize Los Alamitos Unified School District Bid No. 2010-0002 for the purchase or lease of relocatable buildings, as needed by the District, under the same terms and conditions of the public agency's contract.	Relocatable Buildings Agenda Item 23
Authorization to utilize the State of Utah, Division of Purchasing and General Services, and Western States Contracting Alliance Contract No. AR-233 awarded to Cisco Systems, Inc., and approved for usage in the State of California pursuant to the California Participating Addendum No. 7-08-70-13, for the purchase of Cisco hardware, software, voice/VOIP equipment and services, support, maintenance, training services, and cabling through its Fulfillment Partner, AMS Net, Inc.	Cisco Systems Agenda Item 24
Staff development training, Quantum Learning Network.	Independent Contractor Agenda Item 25
Tutoring services, Professional Tutors of America.	Independent Contractor Agenda Item 26
Juvenile court work program services agreement to be provided by the County of Orange Probation Department.	Agreement Extension Agenda Item 27

Advertise Bid No. 1112-08, Concrete Maintenance and Repair.

**Advertise for Bid
Agenda Item 28**

Resignations, retirements, and employment of classified personnel.

**Resignations/
Retirements/
Employment
(Classified
Personnel)
Agenda Item 29**

Resignations, retirements, and employment of certificated personnel.

**Resignations/
Retirements/
Employment
(Certificated
Personnel)
Agenda Item 30**

Fourth Quarter Williams Settlement Legislation Inspection Report.

**Williams
Settlement
Agenda Item 31**

Declaration of Need for Fully Qualified Educators.

**Declaration of
Need
Agenda Item 32**

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

Trustee Hatton stated she pulled the item so she could abstain.

**Minutes
Agenda Item 14**

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried by a 5-0-1 vote to approve minutes of the June 13, 2011, regular Board meeting and the June 15, 2011, special Board meeting.

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

Trustee Addonizio asked why the time change for Title I schools, wasn't there a change done last year, and is the time being changed back. Assistant Superintendent Julie Hatchel responded the time was changed and approved last year but there were some questions as to the DRC process and staff wanted to bring it forward again to make sure everything is covered this year. Staff will officially bring the DRC proposal to the next meeting in July. Trustee Alpay asked why there are different start times. Mrs. Hatchel explained some start times are aligned for K-8 schools to accommodate the middle school students later start times and also due to busing issues.

**Proposed
Start/Dismissal
Times
Agenda Item 18**

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried by a 6-0 vote to approve the 2011-2012 school start and dismissal times.

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

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

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

Vice President Pritchard announced the meeting adjourned at 7:45 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 – SPECIAL MEETING
JULY 13, 2011
EDUCATION CENTER – BOARD ROOM

President Brick called the meeting to order at 4:30 p.m.

The Pledge of Allegiance was led by President Brick.

Present: Trustees Addonizio, Brick, Hatton, and Pritchard

Absent: Trustees Alpay, Bryson, and Palazzo

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

It was moved by Trustee Pritchard, seconded by Trustee Addonizio, and carried by a 4-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

AYES: Trustees Addonizio, Brick, Hatton, and Pritchard

NOES: None

ABSENT: Trustees Alpay, Bryson, and Palazzo

President Brick asked Vice President Pritchard to facilitate the meeting.

**President's
Announcement**

The Board recessed to closed session at 4:32 p.m. to discuss Public Employee Appointment/Employment.

The Board reconvened at 4:50 p.m. and Trustee Pritchard reported the following action taken during closed session: **President's Report From Closed Session Meeting**

Agenda Item #5A – Public Employee Appointment/Employment:

The Board voted by a 5-0 vote to approve the appointment of Kevin Astor, Principal, Capistrano Valley High School.

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

NOES: None

ABSENT: Trustees Alpay and Palazzo

Trustee Prichard announced Trustee Bryson arrived in closed session at 4:35 p.m.

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 5-0 vote to adjourn the meeting.

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

NOES: None

ABSENT: Trustee Alpay and Palazzo

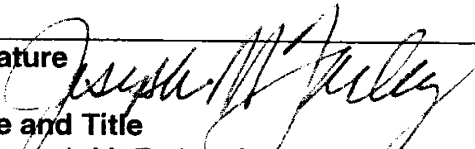
Trustee Pritchard announced the meeting adjourned at 4:51p.m.

Board Clerk

Secretary, Board of Trustees

Agency Annual Report

Agency's Legal Name		Capistrano Unified School District	
Vendor Number	Contract Type		CDS Code
	<input type="checkbox"/> CSPP <input type="checkbox"/> CCTR <input type="checkbox"/> CFCC <input type="checkbox"/> CHAN <input type="checkbox"/> CMIG		306646430335987 XX Cal-SAFE
Person Authorized to Sign Report		Dr. Joseph M. Farley	
Telephone Number		949-234-9245	
Cal-SAFE Coordinator		Carole Browne	
Telephone Number		949-234-9219	
Date Program Self-Evaluation Completed		May 13, 2011	
Number of Classrooms Reviewed		1	Number of Family Child Care Homes Reviewed
Describe the Annual Report Process (Note: This area expands as necessary)			
<p>This self evaluation was completed with input from the team on May 5th. The CUSD Cal-SAFE team consists of Kiki Banuelos, Teen Parent Teacher; Rich Bellante, Principal; Carole Browne, Supervisor/Coordinator; Mary Cope, School Readiness Nurse; Bonnie Soderin, Infant Toddler Teacher/Site Supervisor; and Malissa Rogers, Clerk . This team meets on a regular monthly basis and more frequently as needed depending on the situation to meet the changing needs of the teen parents and their children. The Teen Parent Teacher and Infant Toddler Teacher collaborate to ensure that the child development instruction carries over to hands-on learning with their babies</p> <p>The Teen Parent Teacher arranges and meets or through phone calls or email with community collaborators, school counselors, and academic advisors throughout the district to ensure that the educational needs of the students are met. She also attends weekly staffings with the school site teachers to ensure that the students enrolled in Cal-SAFE are meeting their educational goal of attaining their high school diploma. The coordinator has made contacts with other programs and to share information within the program and engage in new community collaborations.</p> <p>A meeting was held with the Teen Parents on May 10, 2011 with all staff included. Items that were discussed included policies and procedures, program improvement and programs goals and expectations.</p>			

A copy of the Program Self-Evaluation will be/has been presented to the Agency Board on July 11, 2011.		
Statement of Completion I certify that a Program Self-Evaluation was completed.	Signature  Name and Title Dr. Joseph M. Farley, Superintendent	Date 5-27-11

Environment Rating Scale Summary of Findings

Contractor/Center: Capistrano Unified School District				
Contract Type and/or Cal-SAFE: Cal-SAFE		Planning Date: May 5, 2011		
Planner's Name and Position: Carole Browne, Supervisor		Follow-up Date: September 2011		
Planner's Name and Position: Bonnie Soderin, Teacher		Planner's Name and Position: Kiki Banuelos, Teacher		
Sub-Scale Average	Key Findings from Environment Rating Scale	Action Steps (Include materials, training needs, any changes to schedules, space, and supervision.)	Expected Completion Date and Persons Responsible	Follow-Up (Changes made, date completed, and time extended.)
Greeting/ Departing 5	Babies seemed to have difficulty separating from babies as parents come in between classes.	Staff has spoken to parents and recommended that they just "peek" in to see their child and not enter the classroom for such a short period of time.	ASAP Childcare staff	Completed following supervisor recommendation
Listening and Talking	Limited staff and baby language interactions during routines. (picking up toys, wiping tables, and getting out puzzles)	Provide staff development on use of language during routines.	Fall 2011	

Desired Results Program Action Plan

Contractor/Center: Capistrano Unified School District			
Contract Type and/or Cal-SAFE: Cal-SAFE		Planning Date: May 5, 2011	
Planner's Name and Position: Carole Browne, Supervisor		Follow-up Date: September 2011	
Planner's Name and Position: Bonnie Soderin, Teacher		Planner's Name and Position:	
Program Findings (What you identified as needing improvement)	Teen parents and staff do not always have quality time to communicate and share best practice classroom strategies.		
Program Goal (What you want to accomplish.)	Objectives (How you will accomplish the goal.)	Expected Completion Date and Persons Responsible	Follow-Up (Changes made, date completed.)
The program will continue to improve on providing information for parents by utilizing a variety of communication methods.	Parent information boards will be displayed and updated with current information in languages that represent the population we serve.	Fall 2011-Ongoing Childcare staff	
	Community information flyers and brochures will be distributed to families based on their community needs and interest.	On-going All Staff	

	Teen parent classroom teacher will continue to refer and follow-up with parents with parents with specific parent needs.	Fall 2011	
--	--	-----------	--

Personnel Roster

(Note: Family Day Care Home Education Networks—Complete the first five boxes only.)
(Copy this page as needed) (Tables expand as needed)

Contractor Name Capistrano Unified School District		Vendor Number and/or CDS Code 30-6646	
Program Director's Name Carole Omori-Browne	Permit Number 070141382 Permit Type Site Supervisor	Permit Expiration Date 10/01/2011	
Site Name Capistrano Unified School District			
Site Supervisor's Name Bonnie Soderin		Permit Number 080085347 Permit Type Site Supervisor	Permit Expiration Date 07/01/2013
Contract Type and/or Cal-SAFE Cal-SAFE	Site 1 of 1	Number of Classrooms One	Hours of Operation 7:30-3:30
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D Expiration Date
	Bonnie Lee Soderin	080085347 Site Supervisor	07/01/2013
Site Name			
Site Supervisor's Name		Permit Number Permit Type	Permit Expiration Date
Contract Type and/or Cal-SAFE	Site ____ of ____	Number of Classrooms	Hours of Operation
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D Expiration Date

Child Development Division
California Department of Education

CD 3701A
(Revised March 2011)

Attestation of Qualified Staff and Ratio Requirements

Contractor Name Capistrano Unified School District			
Vendor Number and/or CDS Code 30-6646		Contract Type and/or Cal-SAFE	Cal-SAFE

The following documentation will be kept in the contractor's files, updated as necessary, and made available to CDD staff upon request:

- Current Personnel Roster (CD 3701) form attached to a current, comprehensive list of **all** personnel assigned to each classroom
- Copies of current permits, credentials, or temporary county certificates
- Copies of waivers, if applicable, for the Program Director or Site Supervisor(s)

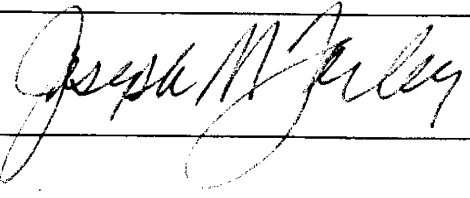
(California *Education Code (EC)* sections 8203[g], 8208[v][aa][af], 8244, 8264.5, 8264.7, 8360-8361, 8463[l][m], *California Code of Regulations*, Title 5 (5 *CCR*), sections 18203, 18205-18207, and 18295)

The above named contractor maintains at least the following minimum ratios at all sites and these ratios shall be determined based on actual attendance.

Age Group	Adult:Child	Teacher:Child
Infants (Birth to 18 months)	1:3	1:18
Toddlers (18+ up to 36 months)	1:4	1:16
Preschool (36+ up to Kindergarten)	1:8	1:24
School-Age (Kindergarten and above)	1:14	1:28

(*EC* sections 8203, and 8264.7-8264.8; 5 *CCR*, sections 18013[d], 18135, and 18290)

I attest under **penalty of perjury** that all applicable staff-child ratios are met for each age group and classroom and that all program staff is qualified for the position held.

Signature of Authorized Representative authorized to sign Annual Report		Date 5/27/2011
Printed name and title of Authorized Representative	Dr. Joseph M. Farley, Superintendent	Phone Number 949-234-9245

Child Development of Division
California Department of Education

Management Bulletin 11-01 Checklist
March 2011

Fiscal Year 2010–11 Program Self-Evaluation Checklist

Legal Name of Contractor	Capistrano Unified School District
Center-Based Contract Type and/or Cal-SAFE	Cal-SAFE

Complete a Program Self-Evaluation Checklist for each center-based contract and/or Cal-SAFE to ensure that each packet contains all the required forms as described below. Place a check mark in the box to verify that the item is included in the Program Self-Evaluation due by or no later than **Wednesday, June 1, 2011, 5 p.m.**

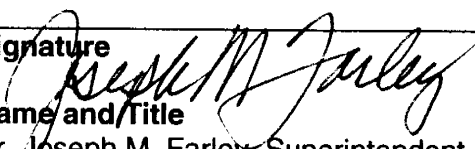
Description	Check box <input checked="" type="checkbox"/>
All center-based contracts and/or Cal-SAFE must submit the following:	
Agency Annual Report (CD 4000) form: (One per center-based contract and/or Cal-SAFE).	<input checked="" type="checkbox"/>
Environment Rating Scale Summary of Findings (CD 4002) form: (One per center-based contract and/or Cal-SAFE).	<input checked="" type="checkbox"/>
Desired Results Program Action Plan (CD 4003) form: (One per center-based contract and/or Cal-SAFE).	<input checked="" type="checkbox"/>
Personnel Roster (CD 3701) form: (One per center-based contract and/or Cal-SAFE). Note: Family Child Care Home Education Network contractors need only fill out the first five sections.	<input checked="" type="checkbox"/>
Attestation of Qualified Staff and Ratio Requirements (CD 3701A) form: (One per center-based contract and/or Cal-SAFE).	<input checked="" type="checkbox"/>

The FY 2010–11 Program Self-Evaluation must be received by the California Department of Education by or no later than **Wednesday, June 1, 2011, 5 p.m.** Mail the original documents to:

FY 2010–11 Program Self-Evaluation
Child Development Division
California Department of Education
1430 N Street, Suite 3410
Sacramento, CA 95814-5901

Agency Annual Report

Agency's Legal Name		Capistrano Unified School District	
Vendor Number 30-6646	Contract Type		CDS Code
	XXCSPP <input type="checkbox"/> CCTR <input type="checkbox"/> CFCC <input type="checkbox"/> CHAN <input type="checkbox"/> CMIG		<input type="checkbox"/> Cal-SAFE
Person Authorized to Sign Report		Dr. Joseph M. Farley	
Telephone Number		949-234-5341	
Cal-SAFE Coordinator			
Telephone Number			
Date Program Self-Evaluation Completed		May 24, 2011	
Number of Classrooms Reviewed		30	Number of Family Child Care Homes Reviewed
<p>Describe the Annual Report Process (Note: This area expands as necessary)</p> <p>The Environment Rating Scale Summary of Findings were compiled by having the classroom teacher self evaluate their classroom with the Environmental Rating Scale in January 2011. Administrators reviewed, discussed and evaluated outcomes for program improvement. This gathered information was used to create the Summary of Findings and includes scheduling of staff development training, providing additional classroom and consultant support.</p> <p>The Desired Results Program Action Plan was compiled after each teacher completed the Desired Results Developmental Profile for each student and then completed an individual Classroom Action Plan based on the evaluations. The information gathered from the Desired Results Parent Summary of Findings also assisted the Program Administrators to compile the information looking for correlations within the findings to create the Program Action Plan. Follow up will be conducted through the upcoming school year to follow up and support.</p> <p>The Agency Annual Report was completed by utilizing the Environmental Rating Scale Summary of Findings and the information from the Desired Results Action Plan. District Administrators, Program Administrators, Teachers, and Instructional Assistants assisted with input and observations in completing the Annual Report. The Agency Annual Report is a working document to support students, staff, and administrators.</p>			

A copy of the Program Self-Evaluation will be/has been presented to the Agency Board on July 11, 2011.		
Statement of Completion I certify that a Program Self-Evaluation was completed.	Signature  Name and Title Dr. Joseph M. Farley, Superintendent	Date 5/27/2011

Environment Rating Scale Summary of Findings

Contractor/Center: Capistrano Unified School District					
Contract Type and/or Cal-SAFE: CSPP		Planning Date: May 5, 2011			
Planner's Name and Position: Carole Browne, Supervisor		Follow-up Date: September 2011			
Planner's Name and Position: Patty Glesener, Supervisor		Planner's Name and Position: Virginia Perez, Supervisor			
Sub-Scale Average	Key Findings from Environment Rating Scale	Action Steps (Include materials, training needs, any changes to schedules, space, and supervision.)	Expected Completion Date and Persons Responsible	Follow-Up (Changes made, date completed, and time extended.)	
Space and Furnishings 5.5	Teachers noted that they were lacking private space in the classroom.	Program Administration to define classroom private space. Reference to All About ECERS-R.	Program Administration Fall 2011		
Space and Furnishings 5.5	Interest centers not clearly defined in all classrooms.	Provide opportunities for teachers to visit other classes and make improvements.	Teachers December 2011		
Space and Furnishings 5.5	Limited use of soft furniture.	Evaluate resources within the program.	Program Administrators and Teachers Fall 2011		

Use as many sheets as necessary to address key findings for all subscale averages below "5".

Sub-Scale Average	Key Findings from Environment Rating Scale	Action Steps (Include materials, training needs, any changes to schedules, space, and supervision.)	Expected Completion Date and Persons Responsible	Follow-Up (Changes made, date completed, and time extended.)
Space and Furnishings 5.5	Classroom displays not always relevant to current activities and themes.	Provide staff development on strategies and techniques to improve classroom displays.	Program Administration and Teachers On-going	
Parents and Staff 5.47	Limited program supervision and evaluations	Expanded on-going program supervision/evaluation procedures in Nov 2011.	Program Administration On-going	
Parents and Staff 5.47	Limited observation opportunities for parents provided for parents prior to enrollment.	Office staff is encouraging parents to visit classrooms when calling to inquire about the program.	Program Administrators, Office Staff, and Parents Spring 2011	
Parents and Staff 5.47	Lack of consistent new employee in-service training opportunity.	Program Administration Team will address the new employee in-service trainings.	Program Administrators On-going	

Desired Results Program Action Plan

Contractor/Center: Capistrano Unified School District			
Contract Type and/or Cal-SAFE: CSPP		Planning Date: May 5, 2011	
Planner's Name and Position: Carole Browne, Supervisor		Follow-up Date: September 2011	
Planner's Name and Position: Patty Glesener, Supervisor		Planner's Name and Position: Virginia Perez, Supervisor	
Program Findings (What you identified as needing improvement)		A limited number of parents are involved with the preschool child's education on a consistent basis.	
Program Goal (What you want to accomplish.) Increase parent awareness of the importance and value of involvement in their child's education.	Objectives (How you will accomplish the goal.) Develop a check out system of the parent education topics and lessons for parent education for teachers. Provide the staff with strategies to encourage parents to become active participants in their child's classroom. (Staff Development Topics.	Expected Completion Date and Persons Responsible Support Staff Teachers December 2011 Teachers Administrators Parents On-going	Follow-Up (Changes made, date completed.)

	Include information in languages that represent the languages that we serve on the value of parent involvement.	Teachers Administrators On-going	
Program Findings (What you identified as needing improvement)	Language and literacy best practices vary from class to class.		
Program Goal (What you want to accomplish.)	Objectives (How you will accomplish the goal.)	Expected Completion Date and Persons Responsible	Follow-Up (Changes made, date completed.)
Continue to expand current language and literacy development practices.	Create an advisory team to meet this summer and evaluate the current classroom curriculum providing recommendation to administrative team.	Advisory Team Administrators Summer 2011	
	Provide classroom teacher coaching support and strategies.	Teachers Administrators On-going	

**Personnel Roster
Include in the Program Self-Evaluation**

(Note: Family Day Care Home Education Networks—Complete the first five boxes only.)
(Copy this page as needed) (Tables expand as needed)

Contractor Name Capistrano Unified School District		Vendor Number and/or CDS Code 30-6646	
Program Director's Name Guadalupe Martinez	Permit Number 110088113 Permit Type Site Supervisor	Permit Expiration Date 06/01/2016	
Site Name Concordia			
Site Supervisor's Name David F. Gerhard	Permit Number SC86112 Permit Type Life Administrative	Permit Expiration Date N/A	
Contract Type and/or Cal-SAFE CSPP	Site 1 of 13	Number of Classrooms 1	Hours of Operation 8:00-11:00 12:00-3:00
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D Expiration Date
AM Class #P28-29 8:00-11:00	Melonie Charlene Copeland	090181671 Teacher	08/01/2014
PM Class #P28-29 12:00-3:00	Guillermina Ybarra	070265388 Teacher	05/01/2012

Site Name Crown Valley			
Site Supervisor's Name Celina Centeno	Permit Number 101122824 Permit Type Site Supervisor	Permit Expiration Date 08/01/2015	
Contract Type and/or Cal-SAFE CSPP	Site 2 of 13	Number of Classrooms 2	Hours of Operation 8:00-11:00
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D Expiration Date
AM Class #16 8:00-11:00	Celina Centeno	101122824 Teacher	08/01/2015
Site Name Crown Valley			
Site Supervisor's Name Celina Centeno		Permit Number 101122824 Permit Type Site Supervisor	Permit Expiration Date
Contract Type and/or Cal-SAFE CSPP	Site 2 of 13	Number of Classrooms 2	Hours of Operation 8:00-5:00
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D Expiration Date
Full Day #17	Cecilia Becerra	101251691 Teacher	01/01/2016
	Quincy Ann Kebler	101247992 Teacher	11/01/2015

Site Name R H Dana			
Site Supervisor's Name Christina Moreno Portillo		Permit Number 090048388 Permit Type Clear Administrative Services	Permit Expiration Date 06/01/2014
Contract Type and/or Cal-SAFE CSPP	Site 3 of 13	Number of Classrooms 2	Hours of Operation 8:00-11:00 12:00-3:00
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D Expiration Date
AM Class #P5	Nancy W. Lee	070096815 Teacher	11/01/1011
PM Class #P5	Maria Eugenia Pino- Miranda	090169744 Teacher	09/01/2014
Site Name R H Dana			
Site Supervisor's Name Christina Moreno Portillo		Permit Number 090048388 Permit Type Clear Administrative Services	Permit Expiration Date 06/01/2014
Contract Type and/or Cal-SAFE CSPP	Site 3 of 13	Number of Classrooms 2	Hours of Operation 8:00-5:00
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D Expiration Date
Full Day #P6	Martha Y. Cervantes	101284480 Master Teacher	01/01/2016
	Maria Serrano	090214410 Associate Teacher	07/01/2014

Site Name Don Juan Avila			
Site Supervisor's Name Shawn Michael Lohman		Permit Number 090031378 Permit Type Clear Administrative Services	Permit Expiration Date 04/01/2014
Contract Type and/or Cal-SAFE CSPP	Site 4 of 13	Number of Classrooms 1	Hours of Operation 12:00-3:00
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D Expiration Date
PM Class #408	Amada Rios	081124718 Teacher	10/01/2013
Site Name Carl Hankey			
Site Supervisor's Name Pamela Marie Watkins		Permit Number 070194925 Permit Type Clear Administrative Services	Permit Expiration Date 07/01/2012
Contract Type and/or Cal-SAFE CSPP	Site 5 of 13	Number of Classrooms 1	Hours of Operation 8:00-11:00 12:00-3:00
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D Expiration Date
AM Class #P21	Jennifer Bridget Heesch	101142540 Associate Teacher	03/01/2015
PM Class #P21	Diane Louise Duarte	101250804 Teacher	10/01/2015
Site Name Hidden Hills			
Site Supervisor's Name Aida Caridad Nunez		Permit Number 101119909 Permit Type Clear Administrative Services	Permit Expiration Date 07/01/2015
Contract Type and/or Cal-SAFE CSPP	Site 6 of 13	Number of Classrooms 1	Hours of Operation 8:00-11:00 11:30-2:30
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D Expiration Date
AM Class #P6/7	Berenice Maria Gonzalez	101254641 Master Teacher	11/01/2015
PM Class #P6/7	Amy Cape Ibara	070347629 Teacher Permit	10/01/2012

Site Name Kinoshita			
Site Supervisor's Name Margaret Ann Baerst		Permit Number 101201125 Permit Type Clear Administrative Services	Permit Expiration Date 08/01/2015
Contract Type and/or Cal-SAFE CSPP	Site 7 of 13	Number of Classrooms 1	Hours of Operation 8:00-11:00 11:15-2:15
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D Expiration Date
AM Class #301	Martha Gutierrez Orozco	110040690 Teacher	05/01/2016
PM Class #301	Olivia Casarrubias-Quinn	070292128 Teacher	10/01/2012
Site Name Las Palmas			
Site Supervisor's Name Ghada Faysal Jurdi		Permit Number 081106317 Permit Type Site Supervisor	Permit Expiration Date 08/01/2014
Contract Type and/or Cal-SAFE CSPP	Site 8 of 13	Number of Classrooms 2	Hours of Operation 8:00-11:00 11:30-2:30
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D Expiration Date
AM Class #13	Estrella Veronica Vargas	070203399 Associate Teacher	05/01/2012
PM Class #13	Ghada Faysal Jurdi	081106317 Site Supervisor	08/01/2014

Site Name Las Palmas			
Site Supervisor's Name Ghada Faysal Jurdi		Permit Number 081106317 Permit Type Site Supervisor	Permit Expiration Date 08/01/2014
Contract Type and/or Cal-SAFE CSPP	Site 8 of 13	Number of Classrooms 2	Hours of Operation 8:00-11:00 11:30-2:30
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D ExpirationDate
AM Class #39	Maricela Luz Yerena	060263177 Teacher	09/01/2011
PM Class #39	Laurie Ann White	110038773 Teacher	10/01/2016
Site Name Lobo			
Site Supervisor's Name Susan Ann Morrow		Permit Number 101165016 Permit Type Site Supervisor	Permit Expiration Date 11/01/2015
Contract Type and/or Cal-SAFE CSPP	Site 9 of 13	Number of Classrooms 1	Hours of Operation 8:00-11:00
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D Expiration Date
AM Class #7	Mary Catherine Grant	070304702 Teacher	10/01/2012
Site Name Palisades			
Site Supervisor's Name Melissa Jennifer Murray		Permit Number 110036310 Permit Type Clear Administrative Services	Permit Expiration Date 06/01/2016
Contract Type and/or Cal-SAFE CSPP	Site 10 of 13	Number of Classrooms 1	Hours of Operation 8:00-11:00
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D Expiration Date
AM Class #39/40	Lisa Koch Flotho	080119003 Teacher	03/01/2013

Site Name San Juan			
Site Supervisor's Name Natalie Clare Hayes		Permit Number 101080233 Permit Type Site Supervisor	Permit Expiration Date 05/01/2015
Contract Type and/or Cal-SAFE CSPP	Site 11 of 13	Number of Classrooms 3	Hours of Operation 8:00-11:00 11:30-2:30
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D Expiration Date
AM Class #42	Susan Valles	090089681 Teacher	08/01/2014
PM Class #42	Maria D. Muniz	110064273 Teacher	03/01/2016
Site Name San Juan			
Site Supervisor's Name Natalie Clare Hayes		Permit Number 101080233 Permit Type Site Supervisor	Permit Expiration Date 05/01/2015
Contract Type and/or Cal-SAFE CSPP	Site 11 of 13	Number of Classrooms 3	Hours of Operation 8:00-11:00 11:30-2:30
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D Expiration Date
AM Class #43	Patricia A. Cole	101212508 Regular Children's Center	09/01/2015
PM Class #43	Maria de los Angeles Medina	080135542 Teacher	08/01/2013
Site Name San Juan			
Site Supervisor's Name Natalie Clare Hayes		Permit Number 101080233 Permit Type Site Supervisor	Permit Expiration Date 05/01/2015
Contract Type and/or Cal-SAFE CSPP	Site 11 of 13	Number of Classrooms 3	Hours of Operation 8:00-5:00
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D Expiration Date
Full Day #44	Natalie Clare Hayes	101080233 Site Supervisor	05/01/2015
	Virginia Lee Sherwood	101140939 Master Teacher	07/01/2015

Site Name Viejo			
Site Supervisor's Name Douglas Robert Kramer		Permit Number 081093858 Permit Type Clear Administrative Services	Permit Expiration Date 02/01/2014
Contract Type and/or Cal-SAFE CSPP	Site 12 of 13	Number of Classrooms 2	Hours of Operation 8:00-11:00 12:00-3:00
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D Expiration Date
AM Class #P11	Tarah Christine Massey	070243440 Teacher	12/01/2012
PM Class #P11	Debra Jean McCoy (sub)	090041666 Clear Multit-Subject	11/01/2013
Site Name Viejo			
Site Supervisor's Name Douglas Robert Kramer		Permit Number 081093858 Permit Type Clear Administrative Services	Permit Expiration Date 02/01/2014
Contract Type and/or Cal-SAFE CSPP	Site 12 of 13	Number of Classrooms 2	Hours of Operation 8:00-5:00
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D Expiration Date
Full Day #P9	Mansoureh Tina Noorzad Sadighi	080038976 Teacher	03/01/2013
	Jacquelyn Diane Getty	090037525 Associate Teacher	12/01/2013

Site Name Wood Canyon			
Site Supervisor's Name Dorcas Rosalind Katz-Scinico		Permit Number 101091233 Permit Type Site Supervisor	Permit Expiration Date 04/01/2015
Contract Type and/or Cal-SAFE CSPP	Site 13 of 13	Number of Classrooms 2	Hours of Operation 12:00-3:00
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D Expiration Date
PM Class #P33	Blanca Estela Beas	101187210 Master Teacher	10/01/2015
Site Name Wood Canyon			
Site Supervisor's Name Dorcas Rosalind Katz-Scinico		Permit Number 101091233 Permit Type Site Supervisor	Permit Expiration Date 04/01/2015
Contract Type and/or Cal-SAFE CSPP	Site 13 of 13	Number of Classrooms 2	Hours of Operation 12:00-3:00
Column A Classroom	Column B Lead Teacher's Name	Column C Permit Number and Type	Column D Expiration Date
PM Class # 39	Zoila Aurora Granados de Hamidi	060259086 Master Teacher	10/01/2011

Attestation of Qualified Staff and Ratio Requirements

Contractor Name Capistrano Unified School District			
Vendor Number and/or CDS Code	30-6646	Contract Type and/or Cal-SAFE	CSPP

The following documentation will be kept in the contractor's files, updated as necessary, and made available to CDD staff upon request:

- Current Personnel Roster (CD 3701) form attached to a current, comprehensive list of **all** personnel assigned to each classroom
- Copies of current permits, credentials, or temporary county certificates
- Copies of waivers, if applicable, for the Program Director or Site Supervisor(s)

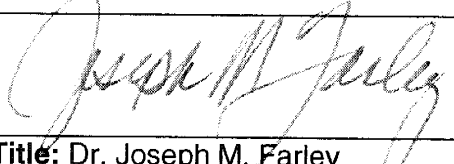
(California *Education Code* (*EC*) sections 8203[g], 8208[v][aa][af], 8244, 8264.5, 8264.7, 8360-8361, 8463[l][m], *California Code of Regulations*, Title 5 (5 *CCR*), sections 18203, 18205-18207, and 18295)

The above named contractor maintains at least the following minimum ratios at all sites and these ratios shall be determined based on actual attendance.

Age Group	Adult:Child	Teacher:Child
Infants (Birth to 18 months)	1:3	1:18
Toddlers (18+ up to 36 months)	1:4	1:16
Preschool (36+ up to Kindergarten)	1:8	1:24
School-Age (Kindergarten and above)	1:14	1:28

(*EC* sections 8203, and 8264.7-8264.8; 5 *CCR*, sections 18013[d], 18135, and 18290)

I attest under **penalty of perjury** that all applicable staff-child ratios are met for each age group and classroom and that all program staff is qualified for the position held.

Signature of Authorized Representative authorized to sign Annual Report		Date 5-27-2011
Printed name and title of Authorized Representative	Title: Dr. Joseph M. Farley Superintendent	Phone Number 949-234-5341

Fiscal Year 2010–11 Program Self-Evaluation Checklist

Legal Name of Contractor	Capistrano Unified School District
Center-Based Contract Type and/or Cal-SAFE	CSPP

Complete a Program Self-Evaluation Checklist for each center-based contract and/or Cal-SAFE to ensure that each packet contains all the required forms as described below. Place a check mark in the box to verify that the item is included in the Program Self-Evaluation due by or no later than **Wednesday, June 1, 2011, 5 p.m.**

Description	Check box <input checked="" type="checkbox"/>
All center-based contracts and/or Cal-SAFE must submit the following:	
Agency Annual Report (CD 4000) form: (One per center-based contract and/or Cal-SAFE).	<input checked="" type="checkbox"/>
Environment Rating Scale Summary of Findings (CD 4002) form: (One per center-based contract and/or Cal-SAFE).	<input checked="" type="checkbox"/>
Desired Results Program Action Plan (CD 4003) form: (One per center-based contract and/or Cal-SAFE).	<input checked="" type="checkbox"/>
Personnel Roster (CD 3701) form: (One per center-based contract and/or Cal-SAFE). Note: Family Child Care Home Education Network contractors need only fill out the first five sections.	<input checked="" type="checkbox"/>
Attestation of Qualified Staff and Ratio Requirements (CD 3701A) form: (One per center-based contract and/or Cal-SAFE).	<input checked="" type="checkbox"/>

The FY 2010–11 Program Self-Evaluation must be received by the California Department of Education by or no later than **Wednesday, June 1, 2011, 5 p.m.** Mail the original documents to:

FY 2010–11 Program Self-Evaluation
Child Development Division
California Department of Education
1430 N Street, Suite 3410
Sacramento, CA 95814-5901

**MEMORANDUM OF UNDERSTANDING
TO PROVIDE SCHOOL DISTRICT CONTACT INFORMATION
TO THE ORANGE COUNTY DEPARTMENT OF EDUCATION
FOR THE COORDINATION OF OUTREACH TO PRIVATE SCHOOLS FOR THE
PROVISION OF TITLE I SERVICES UNDER THE NO CHILD LEFT BEHIND ACT**

This Memorandum of Understanding ("MOU") is made by and between the Orange County school districts, including the Orange County Department of Education, collectively "the Parties," as listed in Exhibit A, attached hereto.

I. Purpose

The purpose of this MOU is to establish and maintain an effective working relationship between the Parties in order to strengthen their communication with private nonprofit schools within their respective jurisdictions who may be interested in receiving services for eligible private school students pursuant to Title I, Part A of the No Child Left Behind Act ("NCLB")

II. The Parties agree as follows:

- A. Provide the name and contact information of the staff member in charge of communication with private nonprofit schools who may be interested in receiving services for eligible private school students pursuant to Title I, Part A of the NCLB, and authorize the Orange County Department of Education to compile this information and disseminate it to the Parties as Exhibit B, attached hereto.
- B. Provide the appropriate staff member's name and contact information as set forth in Exhibit B to private nonprofit schools who are interested in receiving services for eligible private school students pursuant to Title I, Part A of the NCLB, from the appropriate local educational agency listed in Exhibit A.
- C. Update the name and contact information of the staff member identified in Exhibit B, as necessary.

III. Terms of MOU

This MOU commences on July 1, 2011, and will be effective through June 30, 2012. The Parties will jointly review and, if necessary, revise and renew the MOU annually. Any party listed in Exhibit A may withdraw from participating in the MOU by providing thirty (30) days written notice to the Orange County Department of Education who will in turn update and disseminate Exhibit B to the appropriate parties. The authorized representative for the Parties is the Superintendent or designee of the respective school districts.

IN WITNESS WHEREOF, this MOU has been duly executed by the Parties, and is effective on the day and year first written as set forth in paragraph III, above.

[Signatures of the Parties to this MOU are reflected in Exhibit A.]

EXHIBIT A

The Parties

Signature

Anaheim City School District

Anaheim Union High School District

Brea Olinda Unified School District

Buena Park School District

Capistrano Unified School District

Centralia School District

Cypress School District

Fountain Valley School District

Fullerton Joint Union High School District

Fullerton School District

Garden Grove Unified School District

Huntington Beach City School District

Huntington Beach Union High School District

Irvine Unified School District

La Habra City School District

Laguna Beach Unified School District

Los Alamitos Unified School District

Lowell Joint School District

Magnolia School District

Newport-Mesa Unified School District

Ocean View School District

Orange Unified School District

Placentia-Yorba Linda Unified School District

Saddleback Valley Unified School District

Santa Ana Unified School District

Savanna School District

Tustin Unified School District

Westminster School District

Orange County Department of Education

EXHIBIT B

Local Educational Agency

Contact Information

Anaheim City School District

Name: _____
Title: _____
Phone: _____

Anaheim Union High School District

Name: _____
Title: _____
Phone: _____

Brea Olinda Unified School District

Name: _____
Title: _____
Phone: _____

Buena Park School District

Name: _____
Title: _____
Phone: _____

Capistrano Unified School District

Name: Stacy Yogi
Title: Exec. Dir., State and Federal Programs
Phone: (949) 234-9244

Centralia School District

Name: _____
Title: _____
Phone: _____

Cypress School District

Name: _____
Title: _____
Phone: _____

Fountain Valley School District

Name: _____
Title: _____
Phone: _____

Fullerton Joint Union High School District

Name: _____
Title: _____
Phone: _____

Fullerton School District

Name: _____
Title: _____
Phone: _____

Garden Grove Unified School District

Name: _____
Title: _____
Phone: _____

Huntington Beach City School District	Name: _____ Title: _____ Phone: _____
Huntington Beach Union High School District	Name: _____ Title: _____ Phone: _____
Irvine Unified School District	Name: _____ Title: _____ Phone: _____
La Habra City School District	Name: _____ Title: _____ Phone: _____
Laguna Beach Unified School District	Name: _____ Title: _____ Phone: _____
Los Alamitos Unified School District	Name: _____ Title: _____ Phone: _____
Lowell Joint School District	Name: _____ Title: _____ Phone: _____
Magnolia School District	Name: _____ Title: _____ Phone: _____
Newport-Mesa Unified School District	Name: _____ Title: _____ Phone: _____
Ocean View School District	Name: _____ Title: _____ Phone: _____
Orange Unified School District	Name: _____ Title: _____ Phone: _____
Placentia-Yorba Linda Unified School District	Name: _____ Title: _____ Phone: _____

Saddleback Valley Unified School District

Name: _____

Title: _____

Phone: _____

Santa Ana Unified School District

Name: _____

Title: _____

Phone: _____

Savanna School District

Name: _____

Title: _____

Phone: _____

Tustin Unified School District

Name: _____

Title: _____

Phone: _____

Westminster School District

Name: _____

Title: _____

Phone: _____

Orange County Department of Education

Name: _____

Title: _____

Phone: _____

AMENDMENT TO AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
ORANGE COUNTY THERAPY SERVICES

The original Independent Contractor Agreement between Capistrano Unified School District and Orange County Therapy Services was for occupational therapy only.

The contract between Capistrano Unified School District and Orange County Therapy Services shall be amended to include physical therapy services. Both occupational and physical therapy services are to be billed at \$80.00 per hour, and occupation therapy evaluations are to be billed at \$264.00. These services shall be incorporated into the original Independent Contractor Agreement No. I1112005.

Except as set forth in this Amendment to Agreement, and Board approved on June 13, 2011, all other terms of the contract remain in full force and effect.

CONSULTANT

ORANGE COUNTY THERAPY SERVICES

By: _____
Signature

Print Name

Title

Date: _____

DISTRICT

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Signature

Terry Fluent

Director, Purchasing

Date: _____

CONTRACTOR'S NAME: Orange County Therapy Service, Inc. CONTRACT No. 11112005



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Orange County Therapy Service, 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:** Occupational therapy
services to CUSD students.

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

CONTRACTOR'S NAME: Orange County Therapy Service, Inc. **CONTRACT No.** I1112005

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

CONTRACTOR'S NAME: Orange County Therapy Service, Inc. **CONTRACT No.** 11112005

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

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

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

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

CONTRACTOR'S NAME: Orange County Therapy Service, Inc. **CONTRACT No.** 11112005

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

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

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

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

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

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

CONTRACTOR'S NAME: Orange County Therapy Service, Inc. **CONTRACT No.** 11112005

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

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

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

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

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

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

CONTRACTOR'S NAME: Orange County Therapy Service, Inc. **CONTRACT No.** 11112005

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:

Orange County Therapy Service, Inc.
23293 South Pointe Drive
Laguna Hills, CA 92653
(949) 770-5843

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

CONTRACTOR'S NAME: Orange County Therapy Service, Inc. CONTRACT No. 11112005

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

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

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

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Service/Program Monitoring</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 14th DAY OF June, 2011.

Capistrano Unified School District

Name of District

Orange County Therapy Service, Inc.

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

Title

6/13/2011

Board Approval Date

Taxpayer Identification Number

Initials/Date BH

EXHIBIT A

FEE SCHEDULE

Orange County Therapy Service
23293 South Pointe Drive
Laguna Hills, CA 92653
(949)770-5843

Occupational Therapy and Physical Therapy Services
School based Occupational and Physical Therapy - \$80.00 per hour

\$264.00 per Occupation Therapy evaluation

By:_____ Date:_____

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2011 / 2012

EXHIBIT 10

1 of 34

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

TABLE OF CONTENTS

I. GENERAL PROVISIONS

1. MASTER CONTRACT	1
2. CERTIFICATION	2
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	2
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4

II. ADMINISTRATION OF CONTRACT

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	7
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	10
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	11

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	11
22. GENERAL PROGRAM OF INSTRUCTION	12
23. INSTRUCTIONAL MINUTES	13
24. CLASS SIZE	13
25. CALENDARS	13
26. DATA REPORTING	14
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION	15
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS	15
30. POSITIVE BEHAVIOR INTERVENTIONS	15
31. STUDENT DISCIPLINE	16
32. IEP TEAM MEETINGS	16

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

33. SURROGATE PARENTS	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS	17
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	18
40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES	19
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS	19
43. STATE MEAL MANDATE	19
44. MONITORING	20

IV. PERSONNEL

45. CLEARANCE REQUIREMENTS	20
46. STAFF QUALIFICATIONS	21
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	21
48. STAFF ABSENCE	22

V. HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY	22
50. FACILITIES AND FACILITIES MODIFICATION	23
51. ADMINISTRATION OF MEDICATION	23
52. INCIDENT/ACCIDENT REPORTING	23
53. CHILD ABUSE REPORTING	23
54. SEXUAL HARASSMENT	24
55. REPORTING OF MISSING CHILDREN	24

VI. FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	24
57. RIGHT TO WITHHOLD PAYMENT	25
58. PAYMENT FROM OUTSIDE AGENCIES	26
59. PAYMENT FOR ABSENCES	26
60. INSPECTION AND AUDIT	27
61. RATES	28

2011-2012

CONTRACT NUMBER:
1A-37-050

LEA: Capistrano Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Center for Autism Resources, Evaluation & Service aka C.A.R.E.S.

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 **Center for Autism Resources, Evaluation & Service aka CARES** (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, 2010. (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
 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 EXAMINATION

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

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS.

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

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

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Records of such training shall be made available to LEA upon request.

CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the

regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures.

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

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

33. SURROGATE PARENTS

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

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents

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

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA of the LEA student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change

of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If the LEA student's change of residence is to a residence outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence, if CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

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

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

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

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

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core

compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals; including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom

and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

48. STAFF ABSENCE

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

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

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

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

60. INSPECTION AND AUDIT

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

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

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

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

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

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

61. Rate Schedule.

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

62. CONTRACTOR CARES CONTRACTOR NUMBER 1A-37-050 2011 - 2012
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 75

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. <u>Basic Education Program/Special Education Instruction</u>	_____	_____
Basic Education Program/Dual Enrollment	_____	_____

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

B. Related Services

(1) a. Transportation – Round Trip	_____	_____
b. Transportation – One Way	_____	_____
c. Transportation-Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of _____	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	_____	_____
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	_____	_____

(9)	Physical Therapy		
(10)	a. Behavior Intervention – BII (Direct ABA therapy)	\$52.00	Per hour
	b. Behavior Intervention – BID(Supervision – Master level)	\$113.41	Per hour
	c. Behavior Intervention – Program Consultant	\$130.00	Per hour
(11)	Evaluation/Assessment	\$1,200.00	Flat rate
(12)	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,

Nonpublic School/Agency

Capistrano Unified School District

By:

By:

Signature Date

Signature Date

Name and Title of Authorized Representative

By: Ronald N. Lebs, Deputy Superintendent
Business and Support Services
Name and Title of Authorized District Official

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone

CONTRACTOR'S NAME: Action Learning Systems, Inc. CONTRACT No. 11112035



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Action Learning Systems, 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:** Staff development training to support curriculum and instructional models District wide.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 28, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Action Learning Systems, Inc. **CONTRACT No.** I1112035

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

CONTRACTOR'S NAME: Action Learning Systems, Inc. CONTRACT No. I1112035

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

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

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

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

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

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

CONTRACTOR'S NAME: Action Learning Systems, Inc. **CONTRACT No.** I1112035

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:

Action Learning Systems, Inc.
135 S. Rosemead Blvd.
Pasadena, CA 91107

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

CONTRACTOR'S NAME: Action Learning Systems, Inc. CONTRACT No. 11112035

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

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

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

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>None</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 28th DAY OF July, 2011.

Capistrano Unified School District

Name of District

Action Learning Systems, Inc.

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

Title

July 27, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date _____

EXHIBIT A



Action Learning Systems, Inc.

To: Capistrano Unified School District
RH Dana Elementary School

From: Jason Willoughby
Action Learning Systems

Focus on Direct Instruction within the SBE-adopted enVision Mathematics instructional materials for Grades 3-5 Teachers

Participants learn to use Direct Interactive Instruction. Direct Interactive Instruction refers to teaching activities where goals are clear to students, time allocated for instruction is sufficient, and content is strongly congruent with skills and concepts most often associated with basic skills and foundational concepts. Direct Instruction as a set of teacher behaviors can be applied to all content areas and grade levels. Participants will participate in the Action Learning Systems Coaching Model through:

- Initial training: Teachers receive the Direct Interactive Instruction training using the SBE-adopted enVision Mathematics instructional program in a two day institute.
- Demonstrations: Teachers review the DII training and receive an overview of the demo lesson. Teachers observe in-class demonstrations given by the ALS instructional coach that utilize DII within the SBE-adopted math instructional materials. Teachers then debrief the demonstration lesson focusing the discussion on DII.
- Co-plan/Co-teach: Teachers co-plan a lesson focusing on DII using SBE-adopted math instructional materials. Individual teachers co-teach the lesson with the instructional coach. Teachers then debrief the lesson focusing the discussion on DII.
- Professional Development to include support with faithful implementation of the core instructional materials, while upleveling teacher delivery behaviors by focusing on Direct Interactive Instruction and understanding the needs of all students including EL and Sped Ed.

Direct Interactive Instruction within the SBE-adopted instructional materials		
Content Days	Context	Cost
DII 2 days	Initial Training <ul style="list-style-type: none"> • 2 Full days of training for Grades 3-5 teachers • Six Total teachers • Administration 	\$4,000
Demonstration Lessons 1 day	Demo Lesson presented by ALS Instructional Coach <ul style="list-style-type: none"> • Half day session for half of the teachers in the AM • Half day session for other half of the teachers in the PM 	\$2,000
Co-Plan/Co-Teach 3 days	Co-Planning facilitated by ALS Instructional Coach <ul style="list-style-type: none"> • Half day session for each teacher that attended the Initial Training and the Demonstration Lessons 	\$6,000
6 days	TOTAL	\$12,000

PR# 062276



Action Learning Systems, Inc.

Contract #2011.083

Action Learning Systems, Inc.

135 S. Rosemead Blvd.

Pasadena, CA 91107

Phone: (626) 744-5344 Fax: (626) 744-5355

AGREEMENT FOR CONSULTANT SERVICES

This agreement is entered into this 11th day of May, 2011 by and between Action Learning Systems, Inc. hereinafter referred to as "Consultant," and the **CAPISTRANO UNIFIED** District, hereinafter referred to as "District". Consultant agrees to provide the following services to:

Richard Henry Dana Elementary

September 20th - 21th	Direct Interactive Instruction 3-5
October 5th	Direct Interactive Instruction 3-5
October 18th - 20th	Direct Interactive Instruction 3-5

Fee: \$2,000.00 per Day @ 6 days = \$12,000.00

Payment shall be made by the District upon submission of an invoice from the Consultant and approved by District representative or authorized delegate. The District agrees to pay invoices within thirty days of submission. We require 48 hours notice for cancellation of this training. If we do not receive 48 hours notice, full payment for training and travel costs will be due.

Consultant shall render all services provided herein as an independent contractor, and not as an employee or agent of the District. Consultant shall comply with all applicable federal, state and local laws, rules, regulations and ordinances regarding his employees, including workers compensation.

Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand made and every liability or loss, damage or expense whatsoever, which may be incurred except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Action Learning Systems, Inc.

EIN #68-0369330

Kit Marshall

Date: 05/11/2011

Name of authorized person to enter into contracts:

_____ Title: _____

Signature: _____ Date: _____

A SIGNED COPY OF THIS AGREEMENT MUST BE RETURNED TO OUR OFFICE PRIOR TO THE SCHEDULED TRAINING DATES. PLEASE FAX PURCHASE ORDER TO (626) 744-5355.

CONTRACTOR'S NAME: Art Masters, Inc.

CONTRACT No. 11112033



INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** District wide art assemblies, staff development workshops and classroom studio art programs.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 28, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: Art Masters, Inc.

CONTRACT No. 11112033

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.

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

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None.

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

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

CONTRACTOR'S NAME: Art Masters, Inc.

CONTRACT No. I1112033

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

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

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

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

CONTRACTOR'S NAME: Art Masters, Inc.

CONTRACT No. 11112033

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

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

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

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

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

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

CONTRACTOR'S NAME: Art Masters, Inc. CONTRACT No. 11112033

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:

Art Masters, Inc.
24872 Via Del Rio
Lake Forest, CA 92630

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

CONTRACTOR'S NAME: Art Masters, Inc. CONTRACT No. II112033

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

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

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

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>None</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 28th DAY OF July, 2011.

Capistrano Unified School District

Name of District

Art Masters, Inc.

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

Title

July 27, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date BH 7/1/11

Art Master

Assembly & Classroom Studio Art Program Costs



Our full service assembly and classroom studio art program provides teaching services for assemblies and classroom art activities.

Slide assemblies

A full day of grade level multimedia assemblies for each unit introduces students to artists and cultures through multimedia/slide presentations, stories, music and games. Visiting Art Master lecturers are trained in discipline based art education and story telling techniques.

Classroom studio art activities

Thoroughly trained AMI staff members (credentialed teachers and/or practicing artists) visit every classroom to guide students through a one-hour hands-on studio art activity for each unit of study. Our teachers are trained to ensure that every student meets the medium and the technique with success!

Coordinators meeting

A consultation with volunteer or staff coordinators covers ordering and cutting paper, scheduling, and duplicating student skill sheets and lesson plans.

Implementation guide notebook

Plans for paper ordering, scheduling, and organizing volunteers to assist with art activities are included in an easy to follow notebook. Includes student worksheets, a leveled writing component for teachers ("Art in Writing"), program outlines, vocabulary lists, recruitment letters, supply lists, newsletter articles, and even thank you notes for volunteers.

Prints and Music

A large laminated reproduction of a work of art from the artist or culture is coordinated with each unit and technique being studied. Music selected by a musicologist and composed during each period of art studied enhances the classroom art activities and lectures.

Art supplies*

A class set of art supplies is provided for every unit. Tumblers for holding brushes and pens, water cups, paper plate palettes, blending tissues, and carrying tote are all included in the art supply package. All materials comply with education codes.

*Schools provide construction paper and duplicating of student skill sheets.

Program cost

See Exhibit A attached.

Art Master

Assembly & In-service Art Programs



Our Assembly and in-service program provides *Art Master* story-telling lecturers for assemblies, followed by a workshop for your faculty or parent volunteers.

Slide assemblies

A full day of grade level multimedia/slide assemblies for each unit introduces students to artists and cultures through multimedia/slide presentations, stories, music and games. Visiting *Art Master* lecturers are trained in discipline based art education and story telling techniques.

Staff development workshops for classroom studio art activities

Studio art workshops for each program unit thoroughly prepare faculty or volunteers to guide students through follow-up art activities. Our workshop leaders share their classroom teaching experiences with each art project to ensure every participant's success in the classroom. Everyone masters a medium and a technique with each new artist-unit!

Coordinators meeting

A consultation with volunteer or staff coordinators covers ordering and cutting paper, scheduling, and duplicating student skill sheets and lesson plans.

Implementation guide notebook

Plans for paper ordering, scheduling, and organizing volunteers to assist with art activities are included in an easy to follow notebook. Includes student worksheets, a leveled writing component for teachers ("Art in Writing"), lesson plans for teachers, program outlines, vocabulary lists, recruitment letters, supply lists, newsletter articles, and even thank you notes for volunteers.

Prints and Music

A large laminated reproduction of a work of art from the artist or culture is coordinated with each unit and technique being studied. Music composed during each period of art studied enhances the classroom art activities and lectures.

Art supplies*

A class set of art supplies is provided for every unit. Tumblers for holding brushes and pens, water cups, paper plate palettes, blending tissues, and carrying tote are all included in the art supply package. All materials comply with California State Education Codes.

*Schools provide construction paper and duplicating of student worksheets and teacher lesson plans.

Program cost

See Exhibit A attached.

Art Master

Art Masters Programs Exhibit A 2011-2012



The following table lists the costs of our Full Service Assembly and Classroom Studio Art Program and our Assembly and In-service Program for the 2011-2012 school year.

Full Service Assembly and Classroom Studio Art Program:

	Price per Unit	Price per Class per Unit	Price per School
Slide Assembly	\$335		
Classroom Studio Art Activity		\$40	
Implementation Guide			\$45
Resources (a)	\$150 to \$400		

Staff Assembly and In-service Program:

	Price per Unit	Price per School
Slide Assembly	\$335	
Staff Development Workshops	\$225	
Implementation Guide		\$45
Resources (a)	\$225 to \$475	

(a) Resources Include Lesson Plans (in-service plans only), Prints and Music, and Art supplies. Art supplies vary from unit to unit. Art Masters tries to utilize economies of scale. By doing so we keep the costs down and reuse many of the supplies. If more than one unit is purchased and an art supply can be used in one or more units, Art Masters will only charge the customer for that given supply once. For example, if the customer purchases one unit that requires the use of chalk pastels and purchases a second unit (a different artist) that also uses chalk pastels, the customer will only pay for one set of the chalk pastels. Additionally, the cost for Resources will be lower for schools that have previously used Art Masters, since some of the Resources can be used from year to year.

The prices stated above are for the 2011-2012 school year. Each individual school will be required to sign an agreement outlining the type of Service to be provided, the number of Units requested, and the number of classes. The Resources will be calculated based on these variables together with the Resources that the individual school already has in place. This rate table will also apply to any changes in the number of Units or the actual number of classes. A contract adjustment billing or a credit will be given in such cases. This price sheet is subject to change and Art Masters, Inc., may unilaterally notify Customer in writing of any changes in pricing or fees or other amounts hereunder.

CONTRACTOR'S NAME: Center for Applied Linguistics

CONTRACT No. I1112036



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Center for Applied Linguistics 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:** Professional development training and services for CUSD staff related to sheltered instruction observation protocol (SIOP).

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 28, 2011, and will diligently perform as required and complete performance by June 30, 2012.

EXHIBIT 13

CONTRACTOR'S NAME: Center for Applied Linguistics CONTRACT No. I1112036

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 and binders.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

Center for Applied Linguistics
PO 418564
Boston, MA 02241-8564

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

CONTRACTOR'S NAME: Center for Applied Linguistics CONTRACT No. I1112036

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

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

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

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>None</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 28th DAY OF July, 2011.

Capistrano Unified School District

Name of District

Center for Applied Linguistics

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

Title

July 27, 2011

Board Approval Date

Taxpayer Identification Number

Initials/Date BH - 7/8/11

EXHIBIT A

April 27, 2011

Dr. Amy Bryant
Capistrano Unified School District
Director VI, Curriculum and Instructional Support

Dear Dr. Bryant:

In response to your request, The Center for Applied Linguistics (CAL) could provide professional development services on the Sheltered Instruction Observation Protocol (SIOP) to the Capistrano Unified School District as listed below:

SIOP Professional Services	Dates	Participants
A. SIOP Professional Development for Teachers on Special Assignment Workshops 1 & 2 : <ul style="list-style-type: none"> • SIOP for Teacher Leaders • Expert level training for TOSAs Workshop 3: <ul style="list-style-type: none"> • SIOP Coaching for TOSAs 	<p>September 6 & 7, 2011</p> <p>September 8, 2011</p>	<p>Up to 30 Teachers on Special Assignment</p> <ul style="list-style-type: none"> • \$3,700/day • 3 day total = \$11,100
B. SIOP Professional Development for K-12 Teachers Review and Renew Workshop 1: <ul style="list-style-type: none"> • Lesson Preparation (focus on language objectives and adapting texts to different proficiency levels) • Building Background (focus on making connections to students' personal experiences/background) • SIOP Lesson co-planning for site level teams/cadres Review and Renew Workshop 2: <ul style="list-style-type: none"> • Building Background (focus on vocabulary development) • Strategies (learner strategies and scaffolding) 	<p>Secondary cohort- August 30, 2011</p> <p>Elementary cohort- August 24, 2011</p> <p>Secondary cohort- August 31, 2011</p> <p>Elementary cohort- August 25,</p>	<p>Up to 60 K-12 teachers in total (\$3,700/day)</p> <ul style="list-style-type: none"> • \$ 3,700 a day • 3 day total = \$11,100 for every 30 participants

<ul style="list-style-type: none"> • SIOP Lesson co-planning for site level teams/cadres 	2011	
Review and Renew Workshop 3: <ul style="list-style-type: none"> • Interaction (focus on peer to peer interaction) • Practice/Application (integrating all four language skills into every lesson) • SIOP Lesson co-planning and activity/lesson presentation for peers 	Secondary cohort- September 1, 2011 Elementary cohort-August 26, 2011	

Note: Facilitators reserve the right to modify the scope and sequence of the workshops, in consultation with district administrators, based on their assessment of participants' learning needs.

The purpose of the three days of the **Review and Renew** teacher workshops is to deepen the participants' knowledge of the SIOP Model through activities that review and expand on essential features of the SIOP Model (e.g., building background, interaction, strategies, practice/application) in order to increase understanding and implementation of the SIOP Model. Workshop content can be informed by teacher input through Survey Monkey and a portion of each workshop will be dedicated to guided SIOP lesson planning in order to provide opportunities for teachers to practice and apply new learning. Teachers have an opportunity at the end of the workshop series to present SIOP lesson plans or activities to peers for critique and feedback.

In the two days of workshops for **SIOP Teacher Leaders** teachers on special assignment will review and expand on SIOP knowledge in order to help the teachers they support in the following areas (though not limited to): analyze classroom texts and tasks to identify academic language demands, make connections between academic content and students' personal experiences, build more purposeful peer to peer interaction, integrate content and language during meaningful practice and application activities, and differentiate with appropriate scaffolds according to language proficiency.

In the one day **SIOP Coaching workshop** participants will explore the fundamentals of SIOP coaching, including the role of the SIOP coach, school culture and coaching, and the SIOP conferencing and observation cycle. The workshop will include a variety of activities, such as demonstration and explanation, analysis of video teaching sequences, and small group tasks.

CAL Staff

The teacher and coaching SIOP workshops will be facilitated by CAL staff and consultants.

Time

The workshops will last seven hours (6 contact hours with time for breaks and lunch). Coaching visits are also scheduled for seven hours, including one hour for breaks and lunch. Some after-school time for meetings will also be allotted. The detailed schedule of observation and coaching visits will be determined by Capistrano Unified School District in close collaboration with CAL.

Location

The location of all workshops will be selected by Capistrano Unified School District. All arrangements for the training site will also be made by Capistrano Unified School District.

Materials

The facilitators will send workshop handouts to Capistrano Unified School District approximately 1 week prior to each workshop. Capistrano Unified School District agrees to reproduce the handouts and put them in binders for distribution to participants.

Capistrano Unified School District agrees to provide the following equipment and materials for each of the training rooms for the workshops: laptop computer with a DVD drive, LCD projector, white screen, chart paper, thick color markers, sticky notes, note cards, nametags, and post-it flags.

Training Workshop Fee

The fee for these workshops is \$33,300. This price includes all professional fees, transportation, hotels, and all workshop materials mentioned above (except the materials and binders to be supplied by the district). This price allows for up to 60 participants in the teacher workshops and 30 in the coaching and teacher leader workshop.

Capistrano Unified School District agrees to pay the Center for Applied Linguistics this firm, fixed price of \$33,300 for the services described above.

CAL will invoice a Capistrano Unified School District follows:

September 1, 2011	\$ 22,200 (60 participant rate @ \$11,100 for each 3 day training for 30 participants)
September 10, 2011	\$ 11,100 (30 participant rate @ \$3,700/day for 3 days for TOSAs)

Invoices are payable within 30 days of receipt of an invoice from CAL. Please send payment to

Center for Applied Linguistics
PO 418564
Boston, MA 02241-8564

This contract will be in effect from July 28, 2010 until June 30, 2012.

Cancellation Policy

In the case of a cancellation or date change Capistrano Unified School District will be responsible for reimbursement to CAL for all unrecoverable expenses (such as travel or planning time) incurred by CAL for the specific workshop.

Cancellations or date changes received less than three (3) business days prior to the start of the training/workshop are subject to a late change fee of 50% of cost of cancelled or changed services.

If the assigned CAL SIOP facilitator/coach cannot provide the services as scheduled, CAL will make every effort to provide a qualified, alternative facilitator/coach for the scheduled dates. If this cannot be arranged, CAL will reschedule the training.

Notice of cancellation or date changes for workshops, technical assistance sessions, or coaching days must be received in writing by fax, email, or regular mail using the contact information in this Agreement.

Inclement Weather/Emergency Situations

If notice of cancellation is given at least 24 hours prior to the training workshop because of inclement weather or an emergency situation, there will be no charge for the training fee; however, Capistrano Unified School District will be responsible for any travel fees incurred by the trainer that cannot be refunded.

CAL reserves the right to make cancellation decisions for training workshops in weather/emergency situations. Weather/emergency related cancellations will be rescheduled as soon as possible based on the current training schedule.

Copyright

The Center for Applied Linguistics is the owner and copyright holder of all existing materials and materials developed by CAL staff and consultants for use in delivery of services under this Agreement.

Recording

CAL does not permit videotaping or audio recording of training/workshops.

Entire Agreement

This Agreement constitutes the entire agreement and understanding between Capistrano Unified School District and CAL, and supersedes any prior oral or written agreement, or understandings, if any. Any changes or modifications shall be accomplished by a written amendment to this Agreement executed by the duly authorized representatives of the parties.

If you agree with the above terms and conditions, please sign two copies of this Agreement, keep one copy for your records, and return one to me on or before June 28, 2011. The proposed fees

are valid if we receive a signed contract by that date because of the increase in travel costs thereafter.

We appreciate your selecting CAL for SIOP professional services and we look forward to continuing collaborating with you and your staff.

Sincerely,

Jennifer Himmel
SIOP Manager
Language Education and Academic Development Division
Center for Applied Linguistics
jhimmel@cal.org
Tel: 202-355-1538

APPROVED
Center for Applied Linguistics

By _____
Name Terrence Wiley
Title President
Date _____

ACCEPTED

Capistrano Unified School District warrants that the person who is signing this Agreement on behalf of Capistrano Unified School District is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.

Capistrano Unified School District

By _____
Name _____
Title _____
Date _____

EXTENSION OF AGREEMENT NO. I0910045

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SANTA MARGARITA CATHOLIC HIGH SCHOOL

SCHOOL BUS SERVICE AGREEMENT

This School Bus Service Agreement called for an original 12-month contract covering the period June 8, 2009 through June 7, 2010, with two (2) one-year options to renew upon mutual written agreement of the Parties.

The contract with Santa Margarita Catholic High School shall be extended, covering the period June 8, 2011 through June 7, 2012. The hourly labor rate for vehicle maintenance shall be changed from \$105 an hour to \$90 an hour in article 1.2, article 1.3, article 1.4 and article 1.5

Except as set forth in this Extension Agreement, and Board approved on June 8, 2009, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Santa Margarita Catholic High School

By: _____
Signature

Terry Fluent

Director, Purchasing

Date: _____

By: _____
Signature

PAUL CANEY
Print Name

President
Title

Date: 7/5/11

EXHIBIT B

Agreement Number: 10910045

CAPISTRANO UNIFIED SCHOOL DISTRICT
SCHOOL BUS SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 8th day of June, 2009, by and between the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675 (hereinafter referred to as "DISTRICT"), and Santa Margarita Catholic High School, 22062 Antonio Parkway, Rancho Santa Margarita, CA 92688, (hereinafter referred to as "SMCHS"). DISTRICT and SMCHS shall be collectively referred to as the Parties.

WHEREAS, SMCHS bought three of the DISTRICT's surplus school buses and requires school bus inspection, servicing, maintenance, repair, parking and school bus driver training services;

WHEREAS, the DISTRICT is specially trained and experienced and competent to perform such special services required by SMCHS to operate and maintain the school buses purchased by SMCHS;

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

WHEREAS, DISTRICT and SMCHS 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 designated parking for three (3) SMCHS school buses at the DISTRICT's bus facility located at 26126 Victoria

1 Blvd, Capistrano Beach, California 92624 for a fee of \$75.00 per
2 bus per month for a total of \$225.00 per month.

3 1.2 Provide routine inspection and servicing (i.e.
4 lubrication of chassis, changing oil, oil filters and air
5 filters) on the three (3) SMCHS school buses every 3,000 miles
6 or 45 calendar days, whichever occurs first, at \$105/hour
7 (inspection/servicing fees have a ¼ hour minimum).

8 1.3 Provide an annual school bus maintenance check-up on the
9 three (3) SMCHS school buses at \$105/hour and any repairs
10 necessitated by such maintenance check-up will be mutually
11 agreed to in writing between the Parties.

12 1.4 Provide emergency roadside assistance for the three (3)
13 SMCHS school buses within DISTRICT boundaries at \$105/hour,
14 which shall commence from point of departure to point of return.

15 1.5 Provide emergency roadside assistance for the three (3)
16 SMCHS school buses outside DISTRICT boundaries at DISTRICT's
17 discretion at \$105/hour, which shall commence from point of
18 departure to point of return.

19 1.6 Provide certified California school bus driver training
20 at \$55.00/hour per training session.

21 1.7 Provide certified California school bus behind the wheel
22 training at \$55.00/hour per individual driver. (Initial training
23 for Class B license requires drivers to take 25 hours of
24 classroom training plus 25 hours of behind the wheel training -
25 a one-time requirement for a five year license. Each year

1 thereafter, annual in-service classroom training of 10 hours is
2 required upon each driver's birth date.)

3 2.0 TERM. DISTRICT shall commence providing services under this
4 AGREEMENT on or after June 8, 2009 and this Agreement shall be
5 effective for one (1) year with two (2) one year options to renew upon
6 mutual written agreement of the Parties.

7 3.0 FEEES/PAYMENT. SMCHS agrees to pay the DISTRICT for services
8 satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT.
9 SMCHS agrees to pay all hourly rates as stated in Section 1.0 and any
10 and all towing costs, if necessary. All parts/supplies/materials,
11 fuel and oil shall be paid by SMCHS. There shall be no costs or
12 expenses to the DISTRICT to provide these services. Payment shall be
13 made upon receipt of an invoice from DISTRICT in duplicate. Payment
14 shall be mailed to: CAPISTRANO UNIFIED SCHOOL DISTRICT, 33122 VALLE
15 ROAD, SAN JUAN CAPISTRANO, CALIFORNIA 92675, ATTN: ACCOUNTS PAYABLE,
16 or at such other place as DISTRICT may designate in writing.

17 4.0 COMMUNICATION BETWEEN THE PARTIES. SMCHS shall communicate
18 directly with the DISTRICT's Executive Director of Transportation for
19 the purpose of requesting any of the services provided in this
20 AGREEMENT. SMCHS shall comply with all schedules that have been
21 established by the DISTRICT for inspecting, servicing and/or
22 maintaining the SMCHS school buses and shall deliver their buses at or
23 before the time scheduled.

24 5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this
25 AGREEMENT, shall be and act as an independent contractor. DISTRICT
 understands and agrees that it and all of its employees shall not be

1 considered officers, employees or agents of the SMCHS, and are not
2 entitled to benefits of any kind or nature normally provided employees
3 of SMCHS and/or to which SMCHS employees are normally entitled,
4 including, but not limited to, State Unemployment Compensation or
5 Worker's Compensation. DISTRICT assumes the full responsibility for
6 the acts and/or omissions of its employees as they relate to the
7 services to be provided under this AGREEMENT. DISTRICT shall assume
8 full responsibility for payment of all federal, state, and local taxes
9 or contributions, including unemployment insurance, social security
10 and income taxes with respect to DISTRICT'S employees.

11 6.0 TERMINATION. Either party may terminate this AGREEMENT with
12 or without reason by providing thirty (30) days written notice to the
13 other party specifying the desired date of termination. Notice shall
14 be deemed given when received or no later than three (3) days after
15 the day of mailing, whichever is sooner.

16 7.0 HOLD HARMLESS/INDEMNIFICATION. SMCHS agrees to and does
17 hereby indemnify, hold harmless and defend the DISTRICT and its
18 Governing Board, officers and employees from every claim or demand
19 made and every liability, loss, damage or expense, of any nature
20 whatsoever, which may be incurred by reason of any injury to or
21 death of any person(s), or damage to or loss of any property caused
22 by any negligent act, default, or negligent omission of the SMCHS,
23 or its officers or employees arising out of, or in any way connected
24 with, this AGREEMENT, whether said injury or damage occurs either on
25 or off SMCHS's property, except for liability for damages which

1 result from the sole negligence or willful misconduct of the
2 DISTRICT or its officers or employees.

3 DISTRICT agrees to and does hereby indemnify, hold harmless
4 and defend the SMCHS and its affiliates, directors, administrative
5 board and employees from every claim or demand made and every
6 liability, loss, damage or expense, of any nature whatsoever, which
7 may be incurred by reason of any injury to or death of any
8 person(s), or damage to or loss of any property caused by any
9 negligence or willful misconduct of the DISTRICT, or its officers or
10 employees arising out of their performance under this AGREEMENT.

11 8.0 INSURANCE. SMCHS will provide the DISTRICT with a certificate
12 of insurance which provides insurance coverage on all SMCHS owned
13 school buses inspected, serviced, maintained, and/or repaired by the
14 DISTRICT. A certificate of insurance shall also show that the
15 DISTRICT is named as an additional insured on the policy or policies
16 of general liability and auto liability policies. Said certificate
17 of insurance shall also show that the DISTRICT will be given at least
18 thirty (30) days notice prior to the termination, cancellation or
19 modification of said insurance.

20 9.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
21 AGREEMENT shall not be assigned by the DISTRICT.

22 10.0 TOBACCO USE POLICY. In the interest of public health,
23 DISTRICT provides a tobacco-free environment. Smoking or the use of
24 any tobacco products are prohibited in buildings and vehicles, and on
25 any property owned, leased or contracted for by the DISTRICT pursuant

1 to DISTRICT Policy 400.15. Failure to abide with the conditions of
2 this policy could result in the termination of this AGREEMENT.

3 11.0 COMPLIANCE WITH APPLICABLE LAWS. DISTRICT and SMCHS agree to
4 comply with all federal, state and local laws, rules, regulations and
5 ordinances that are now or may in the future become applicable to
6 DISTRICT and SMCHS as they relate to their respective performances
7 pursuant to this AGREEMENT.

8 12.0 PERMITS/LICENSES. DISTRICT and all DISTRICT'S employees shall
9 secure and maintain in force such permits and licenses as are required
10 by law in connection with the furnishing of services pursuant to this
11 AGREEMENT.

12 13.0 NON-DISCRIMINATION. DISTRICT and SMCHS agree that they will
13 not engage in unlawful discrimination in employment of persons because
14 of race, ethnicity, religion, nationality, disability, gender, marital
15 status or age of such persons.

16 14.0 NOTICE. All notices or demands to be given under this
17 AGREEMENT by either party to the other shall be in writing and given
18 either by: (a) personal service or (b) by U.S. Mail, mailed either by
19 registered or certified mail, return receipt requested, with postage
20 prepaid. Service shall be considered given when received if
21 personally served or, if mailed, on the third day after deposit in any
22 U.S. Post Office. The address to which notices or demands may be
23 given by either party may be changed by written notice given in
24 accordance with the notice provisions of this section. As of the date
25 of this AGREEMENT, the addresses of the parties are as follows:

1 DISTRICT: Capistrano Unified School District
2 33122 Valle Road
3 San Juan Capistrano, CA 92675
4 Attn: Mike Patton, Executive Director

5 SMCHS: SANTA MARGARITA CATHOLIC HIGH SCHOOL
6 22062 Antonio Parkway
7 Rancho Santa Margarita, CA 92688
8 Attn: Raymond R. Dunne, Principal

9 15.0 NON WAIVER. The failure of DISTRICT or SMCHS to seek redress
10 for violation of, or to insist upon, the strict performance of any
11 term or condition of this AGREEMENT, shall not be deemed a waiver by
12 that party of such term or condition, or prevent a subsequent similar
13 act from again constituting a violation of such term or condition.

14 16.0 SEVERABILITY. If any term, condition or provision of this
15 AGREEMENT is held by a court of competent jurisdiction to be invalid,
16 void, or unenforceable, the remaining provisions will nevertheless
17 continue in full force and effect, and shall not be affected, impaired
18 or invalidated in any way.

19 17.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
20 shall be governed by the laws of the State of California with venue in
21 Orange County, California.

22 18.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
23 attached hereto constitute the entire agreement among the Parties to
24 it and supersedes any prior or contemporaneous understanding or
25 agreement with respect to the services contemplated, and may be
amended only by a written amendment executed by both Parties to the
AGREEMENT.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT:
CAPISTRANO UNIFIED SCHOOL
DISTRICT

SMCHS:
SANTA MARGARITA CATHOLIC
HIGH SCHOOL

BY: [Signature]

BY: [Signature]

PRINT NAME: Mike Patton

PRINT NAME: Raymond R. Dunne

TITLE: Executive Director

TITLE: Principal

DATE: 7/2/09

DATE: 6-22-09

TAXPAYER ID#: 69-0933271

EXTENSION OF AGREEMENT NO. I0910045

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SANTA MARGARITA CATHOLIC HIGH SCHOOL

SCHOOL BUS SERVICE AGREEMENT

This School Bus Service Agreement called for an original 12-month contract covering the period June 8, 2009 through June 7, 2010, with two (2) one-year options to renew upon mutual written agreement of the Parties.

The contract with Santa Margarita Catholic High School shall be extended, covering the period June 8, 2010 through June 7, 2011.


Except as set forth in this Extension Agreement, and Board approved on June 8, 2009, all other terms of the contract remain in full force and effect.

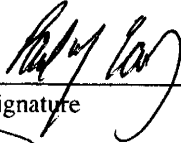
DISTRICT

~~CONSULTANT~~

Capistrano Unified School District

Santa Margarita Catholic High School

By: 
Signature

By: 
Signature

Terry Fluent

Paul M. Carey
Print Name

Director, Purchasing

President
Title

Date: 6/14/10

Date: 6-7-2010

Capistrano Unified School District

Bid No. 1112-04 – Outsource Transportation Service

American Logistics Company

Unit Prices

TYPE OF TRANSPORT	ORIGINATOR FEE	MILEAGE
Up to 3 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 2.75</u> Per Mile
Up to 7 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 2.75</u> Per Mile
Up to 3 passengers Wheelchair capable van	<u>\$ 55.00</u> Fixed	<u>\$ 2.75</u> Per Mile
Up to 7 passengers Wheelchair capable van	<u>\$ 55.00</u> Fixed	<u>\$ 2.75</u> Per Mile

1. Minimum Trip charge \$ 50.00
2. Cost per mile \$ 2.75
3. Waiting time – meter charge \$ 50.00 hourly
4. Charge for canceled trip If canceled the day prior, no charge
If canceled day of, full charge
5. Lead time to schedule 24 hours

**See next page for full pricing schedule



ALC's Pricing Schedule

ALC proposes using fully-compliant nine passenger (or fewer) vehicles to transport the district's special needs students. ALC optimizes all vehicles for maximum capacity and "right sizes" the vehicles to the student routes and needs. The following, explains the ALC pricing matrix.

Fully-Compliant 9 passenger (or fewer) vehicles

ALC's pricing for the vehicles is based on the following formula, per one-way trip*:

Cost of Trip = \$35 per trip fee
+ \$2.75 per mile**

Additional fees that may apply, as applicable:

- \$20 per wheelchair
- \$5 per car seat
- \$50 an hour wait time (billed in 5 minute increments starting after 15 minutes)

* A one-way trip may include anywhere from 1 to 9 students in a vehicle and will be tiered when possible (taking into consideration bell times).

**There is a \$50 minimum charge for all trips

The ALC provided pricing proposal includes a per-mile fee and other fees applicable to the daily transportation of each student. ALC proposes that all fees be paid by the District on all students, including those who "do not show" at the pre-arranged pick up time and location unless the District has notified ALC the day prior.

The following are examples of routes to show CUSD how ALC's pricing matrix works:

Example 1: 6 students, 1 in a car seat going to school, 12 miles, one-way

1. Trip fee (1 X \$ 35.00)	= \$ 35.00
2. Mileage (12 X \$ 2.75)	= \$ 33.00
3. Car seat fee (1 X \$5.00)	= \$ 5.00
4. Total one way	= \$ 73.00

Roundtrip x 2	=\$ 146.00
Cost per student per day	=\$ 24.33



For the example above, our car seat fee is added to insure our drivers are well compensated not only for the vehicle type, but more importantly the extra time, care, and consideration required for assisting passengers in loading and unloading from the vehicle.

Example 2: 4 students, going to school, 20 miles, drop off, then 5 students going to school 4 miles one-way

1. Trip fee (1 X \$ 35.00)	= \$ 35.00
2. Mileage (24X \$ 2.75)	= \$ 66.00
3. Total one way	= \$ 101.00

Roundtrip x 2	= \$ 202.00
Cost per student per day	= \$ 22.44

