



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

**REVISED**  
10-24-11

BOARD OF TRUSTEES  
Regular Meeting

October 26, 2011

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

**AGENDA**

**CLOSED SESSION AT 5:30 P.M.**

**1. CALL TO ORDER**

**2. CLOSED SESSION COMMENTS**

**3. CLOSED SESSION (as authorized by law)**

**A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

Employee #11097; #10661; #16248; #14645

*(Pursuant to Government Code §54957)*

**B. CONFERENCE WITH LABOR NEGOTIATORS**

Joseph M. Farley/Jodee Brentlinger/Ron Lebs/Julie Hatchel/Sara Jocham/Jeff Bristow

Employee Organizations:

1) Capistrano Unified Education Association (CUEA)

2) California School Employees Association (CSEA)

3) Teamsters

4) Unrepresented Employees (CUMA)

*(Pursuant to Government Code §54957.6)*

**OPEN SESSION AT 7:00 P.M.**

**PLEDGE OF ALLEGIANCE**

**ADOPTION OF THE AGENDA – ROLL CALL**

**REPORT ON CLOSED SESSION ACTION**

**SPECIAL RECOGNITIONS**

*Student Body President's Report – Aliso Niguel High School*

**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 #1–Statement of Assurance of Instructional Materials Funding Realignment Fund**

**RECORDING OF SCHOOL BOARD MEETINGS**

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

## PUBLIC HEARING

### 1. **RESOLUTION NO. 1112-23 – STATEMENT OF ASSURANCE FOR INSTRUCTIONAL MATERIALS REALIGNMENT FUND, FISCAL YEAR 2011-2012:**

California Education Code §60119 specifies that a public hearing shall be held in order to be compliant with the Pupil Textbook and/or Instructional Materials Realignment Program and encourages participation by parents, teachers, members of the community, and bargaining unit leaders. Education Code §60252 specifies that all purchases of instructional materials made from the State Instructional Materials Fund shall conform to law and the applicable rules and regulations. The Board of Trustees shall make a determination through a resolution as to whether each pupil in each school in the District has sufficient textbooks and/or instructional materials in each of the following subject areas: English/Language Arts, History/Social Science, Health, Mathematics, Science, World Languages, and science laboratory equipment. There is no financial impact.

***CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment***

***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 adopt Resolution No. 1112-23, Statement of Assurance for Instructional Materials Realignment Fund, Fiscal Year 2011-2012.

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

ROLL CALL:

Student Advisor Ryan Pallas \_\_\_\_\_

Trustee Addonizio \_\_\_\_\_

Trustee Alpay \_\_\_\_\_

Trustee Bryson \_\_\_\_\_

Trustee Hatton \_\_\_\_\_

Trustee Palazzo \_\_\_\_\_

Trustee Pritchard \_\_\_\_\_

Trustee Brick \_\_\_\_\_

## DISCUSSION/ACTION ITEMS

### 2. **CAPISTRANO UNIFIED SCHOOL DISTRICT GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NO. 45 ACTUARIAL VALUATION REPORT FOR OTHER POST-EMPLOYMENT BENEFITS:**

Governmental Accounting Standards Board (GASB) establishes generally accepted accounting principles for state and local agencies. GASB 45 provides that agencies account for Other Post-Employment Benefits (OPEBs), or benefits other than pensions, in their financial statements, and that an actuarial study be performed every two years to determine the value of this liability. The actuarial study discloses the accrual basis, the annual required contribution, the unfunded actuarial liability, and the net OPEB obligation.

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

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

#### Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve and accept the Capistrano Unified School District GASB 45 Actuarial Valuation Report for OPEBs.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

DISCUSSION/  
ACTION

Page 1

**EXHIBIT 1**

DISCUSSION/  
ACTION

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**EXHIBIT 2**

3. **ELECTIVE COURSE PILOT – MIDDLE SCHOOL DANCE:**

This item seeks approval to pilot a dance course as part of middle school elective course offerings. The course is designed to give students the opportunity to learn the basic skills of modern, ballet, jazz, and world dance while improving technique, poise, self-confidence, and creative ability. Students will choreograph and present in-class performances. Through dance compositions and expressions, students will explore the creative process and translate ideas, thoughts, and emotions into original pieces or choreography. In addition, students will study dance forms from various cultures and time periods in both cultural and historical contexts. Over time, students will develop the skills needed for making aesthetic judgments and engaging in thoughtful discussions of the dance art form. Upon completion of the pilot, the course would again be returned to the Board for consideration as a finalized course offering for District middle schools. There is no financial impact associated with this item as this course will be added to the elective wheel for middle school students and will utilize existing staff.

***CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment***

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve a dance pilot course as an additional course offering for District middle schools for 2011-2012.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

4. **ELECTIVE COURSE PILOT – MIDDLE SCHOOL FORENSIC SCIENCE:**

This item seeks approval to pilot a forensic science course as part of the middle school elective course offerings. This laboratory-based course is designed to further prepare middle school students for college preparatory high school science. In addition, the course will introduce students to various career paths and opportunities, strengthen reading and writing skills as related to science curricula, and demonstrate real-life applications for science. The course will involve hands-on, inquiry-based learning activities designed to reinforce and further explore grades 7 and 8 science standards. Course topics will include: data collection and analysis, hypotheses testing, DNA fingerprinting, evidence analysis, mock crime scene investigation, chromatography, pattern injury recognition, chemical reactions, human body organs and systems, rates of tissue decay, and skeletal identification. Upon completion of the pilot, the course would again be returned to the Board for consideration as a finalized course offering for District middle schools. There is no financial impact associated with this item as this course will be added to the elective wheel for middle school students and will utilize existing staff.

***CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment***

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve a forensic science pilot course as an additional course offering for District middle schools for 2011-2012.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

DISCUSSION/  
ACTION  
Page 53  
**EXHIBIT 3**

DISCUSSION/  
ACTION  
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**EXHIBIT 4**



**5. FIRST READING – REVISIONS TO BOARD POLICY 5165, HEALTH EXAMINATIONS:**

Board Policy 5165, *Health Examinations*, is the governing policy outlining vision and hearing, scoliosis, and sports examination requirements. The policy was adopted in 1997 and has not been revised since. Minor language edits are periodically needed to keep this policy current. The recommended changes will clarify the language and will comply with current law. Proposed additions to the Board policy are underlined; deletions are struck through.

***CUSD Strategic Plan Pillar 2: Safe and Healthy Schools***

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

**Staff Recommendation**

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, who will present the revision to Board Policy 5165, *Health Examinations* and answer any questions Trustees may have.

INFORMATION/  
DISCUSSION  
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**EXHIBIT 5**

**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**

**6. SCHOOL BOARD MINUTES:**

Approval of the minutes of the October 10, 2011, regular Board meeting.

***Contact: Jane Boos, Manager, Board Office Operations***

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**EXHIBIT 6**

**BUSINESS & SUPPORT SERVICES**

**7. DONATIONS OF FUNDS AND EQUIPMENT:**

A number of gifts have been donated to the District, including \$248,960.27 in cash. These funds will be deposited in the appropriate school accounts. Items other than cash gifts have no financial impact on the budget. The District does not guarantee maintenance of those items or the expenditure of any District funds for their continued use.

***CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment***

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

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**EXHIBIT 7**

**8. JOINT FACILITY USE AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND THE CITY OF SAN JUAN CAPISTRANO AT MARCO FORSTER MIDDLE SCHOOL:**

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

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**EXHIBIT 8**

The original agreement has expired, and the city is requesting a new ten-year agreement with no changes to the original agreement, with the exception of the stipulated use of the facility. Since roller hockey is no longer as popular in the community, the city desires to change the designated use as roller hockey/multi-purpose. The agreement was approved by the San Juan Capistrano City Council on September 19, 2011.

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

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

**9. LIMITED USE LICENSE AGREEMENT BETWEEN THE DISTRICT AND SAMLARC FOR USE OF ARROYO VISTA PARK:**

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**EXHIBIT 9**

Approval of the renewal of the Limited Use License Agreement between the District and Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Arroyo Vista Park. Arroyo Vista School is located adjacent to Arroyo Vista Park in the City of Rancho Santa Margarita. The park is owned and maintained by SAMLARC, a non-profit homeowners association. Since the school opened in 1992, students from Arroyo Vista School have been using the adjacent park field for various activities, operating under a limited use license agreement. The additional field space provides students with greater recreational and physical education opportunities.

The Limited Use License Agreement was developed to provide general provisions defining each agency's responsibilities. Terms of the agreement include a defined amount of student use of the park for the current school year for a fee of \$5,000. SAMLARC will be responsible for all ongoing maintenance of the park fields. The original Limited Use License Agreement was reviewed and approved by District and SAMLARC legal counsels.

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

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

**10. MASTER CONTRACT – OAK GROVE SCHOOL, A NON-PUBLIC SCHOOL:**

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**EXHIBIT 10**

Approval of a master contract for special education services to be provided by Oak Grove School, a non-public school. Tuition is \$85 a day and the cost for counseling and guidance services is \$120 a day for each individual student. These services are outlined in the agreement and will 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 services provided by this vendor. The actual dollar amount and budget code will be determined by purchase order submitted for Board approval.

***CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment***

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

**11. INDEPENDENT CONTRACTOR AGREEMENT – INDEPENDENT EDUCATIONAL EVALUATIONS FOR SPEECH AND LANGUAGE, JUDY SEGAL:**

Page 131  
**EXHIBIT 11**

Approval of an independent contractor agreement with Judy Segal to provide independent educational evaluations for speech and language evaluations to students as designated by the District. Judy Segal will provide services at the rates indicated on the fee schedule for the 2011-2012 school year, on an as-needed basis, paid out of special education funds. Scheduled services under this contract are estimated to be \$3,750.

***CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment***

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

**12. EXTENSION OF AGREEMENTS FOR BID NO. 1011-07, CO-CURRICULAR BUS SERVICE – VARIOUS VENDORS:**

Approval of the extension of the agreements for co-curricular bus service to be provided by Certified Transportation Services, Incorporated; Hot Dogger Tours, Incorporated dba Gold Coast Tours; JFK Transportation Co., Incorporated; Roadways International, Incorporated; CUSA PCSTC LLC dba Southern California Gray Line; and Transportation Charter Services, Incorporated.

All companies were sent a letter requesting reduced pricing for the 2011-2012 school year. Certified Transportation Service, Incorporated; Hot Dogger Tours, Incorporated dba Gold Coast Tours; Roadways International, Incorporated; and Transportation Charter Services, Incorporated, rates remain the same; JFK Transportation Co., Incorporated, has reduced rates on selected items; CUSA PCSTC, LLC dba Southern California Gray Line hourly rates remain the same, but has offered reduced pricing for all mountain camp transfers.

This contract provides competitive, hourly rates for the transportation of students to and from co-curricular activities as required by the District. Estimated expenditures for the 2011-2012 fiscal year utilizing this contract are approximately \$400,000, funded from the appropriate accounts, including the general fund, Associated Student Body, and parent support groups.

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

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

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

**13. STATE OF NEVADA, DIVISION OF PURCHASING, AND WESTERN STATES CONTRACTING ALLIANCE CONTRACT NO. 1862, AWARDED TO W. W. GRAINGER, INCORPORATED, CALIFORNIA PARTICIPATING ADDENDUM NO. 7-11-51-02:**

Approval of authorization to utilize the State of Nevada, Division of Purchasing, and Western States Contracting Alliance Contract No. 1862 awarded to W. W. Grainger, Incorporated. Approved for usage in the State of California pursuant to the California Participating Addendum No. 7-11-51-02 for the purchase of lighting products, facilities maintenance, and industrial supplies and tools under the same terms and conditions of the public agency's contract. The District can utilize such contracts pursuant to California Public Contract Code §10298, §10299 and §12100 et. seq. without going to bid.

District staff has determined the contract prices offered by W. W. Grainger, Incorporated, are fair, reasonable, and competitive, and it is in the best interest of the District to utilize the contract awarded to W. W. Grainger, Incorporated. Anticipated expenditures utilizing this contract are approximately \$350,000, funded out of the general fund.

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

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

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

**14. AWARD BID NO. 1112-11 CONCRETE MAINTENANCE AND REPAIR, ABOVE ALL NAMES CONSTRUCTION SERVICES, INCORPORATED:**

Approval of the award of Bid No. 1112-11 Concrete Maintenance and Repair to Above All Names Construction Services, Incorporated. The initial base contract is from October 27, 2011, through October 26, 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 set pricing for routine, competitive, and recurring concrete maintenance and repair work for all sites within the District. The total expenditures under this contract are estimated to be \$80,000, which will be funded from the deferred maintenance and the routine restricted maintenance accounts.

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

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

## PERSONNEL SERVICES

### 15. QUARTERLY REPORT – WILLIAMS SETTLEMENT UNIFORM COMPLAINT:

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EXHIBIT 15

Approval of Williams Settlement First Quarter Report. As a result of the Williams Settlement, Education Code §35186 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher vacancies or misassignments, facility conditions posing a threat to student/staff health or safety, and instruction and services for the California High School Exit Examination.

On August 1, 2011, a Moulton Elementary School teacher filed a Williams Uniform Complaint alleging toxic mold was present in her classroom. On August 4, 2011, Executive Environmental Services tested the room and determined the school room was safe to occupy. The only recommendations were to clean existing air conditioning registers and the frame on the skylight in the teacher's room. Findings were reported to the teacher and principal as required by law.

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

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

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

ROLL CALL:

Student Advisor Ryan Pallas \_\_\_\_\_

Trustee Addonizio \_\_\_\_\_

Trustee Alpay \_\_\_\_\_

Trustee Bryson \_\_\_\_\_

Trustee Hatton \_\_\_\_\_

Trustee Palazzo \_\_\_\_\_

Trustee Pritchard \_\_\_\_\_

Trustee Brick \_\_\_\_\_

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

## ADJOURNMENT

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS MONDAY,  
NOVEMBER 14, 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](http://www.capousd.org)

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

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

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

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

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

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

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

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

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

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

### REASONABLE ACCOMMODATION

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

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
San Juan Capistrano, California

RESOLUTION NO. 1112-23

SUFFICIENCY OF INSTRUCTIONAL MATERIALS

*WHEREAS*, in order to comply with the requirements of Education Code §60119, the Board of Trustees of the Capistrano Unified School District held a public hearing on October 26, 2011, at 7:00 p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours; and

*WHEREAS*, the Board of Trustees provided notice of the public hearing posted in at least three public places within the District that stated the time, place, and purpose of the hearing; and

*WHEREAS*, information provided at the public hearing and to the Board of Trustees at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the District; and

*WHEREAS*, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home; and

*WHEREAS*, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects: English/Language Arts, History/Social Science, Mathematics, Science, Health, and/or World Languages, and laboratory science equipment was available for science laboratory classes offered in grades 9-12.

*BE IT RESOLVED* for the 2011-2012 school year, the Board of Trustees of the Capistrano Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

APPROVED AND ADOPTED this 26<sup>th</sup> day of October, 2011, by the Board of Trustees of Capistrano Unified School District.

Ayes: \_\_\_\_\_  
Noes: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Abstain: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

Approved: Superintendent of Schools  
County of Orange

By: \_\_\_\_\_

# Instructional Materials Survey For Compliance With Education Code Sections 1240 (i) And 60119 Elementary School Level – 2011-12

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119		PURCHASED		TO USE	
				YES	NO	YES	NO
RLA/ELD Textbooks or Instructional Materials	School/district provides SBE-adopted core textbooks or instructional materials, and/or accelerated interventions, in RLA/ELD (2008 adoption, including interventions), for each pupil to use in class and to take home.	<p>The elementary school has distributed to students the district's selection of SBE-adopted RLA/ELD textbooks or instructional materials.</p> <p><b>SBE-adopted Basic Programs (Program 1) for RLA/ELD include:</b></p> <p><input type="checkbox"/> Glencoe/McGraw-Hill, <i>Glencoe Literature, California Treasures</i>, 2010, Gr. 6-8</p> <p><input type="checkbox"/> Holt McDougal (formerly Holt, Rinehart and Winston), <i>Holt Literature and Language Arts</i>, 2010, Gr. 6-8</p> <p><input type="checkbox"/> Holt McDougal (formerly McDougal Littell), <i>McDougal Littell California Literature</i>, 2009, Gr. 6-8</p> <p><input type="checkbox"/> Houghton Mifflin, <i>Houghton Mifflin California Reading: Medallion Edition*</i>, 2003, Gr. K-6</p> <p><input type="checkbox"/> Houghton Mifflin Harcourt School Publishers, <i>California Excursions*</i>, 2010, Gr. K-6</p> <p><input type="checkbox"/> Macmillan/McGraw-Hill, <i>California Treasures</i>, 2010, Gr. K-6</p> <p><input type="checkbox"/> Pearson Scott Foresman and Prentice Hall, <i>Pearson California Reading and Language Arts</i>, 2010, Gr. K-8</p> <p><input type="checkbox"/> SRA/McGraw-Hill, <i>Imagine It!</i>, 2009, Gr. K-6</p> <p><b>SBE-adopted Basic Programs with English Language Development (Program 2) for RLA/ELD include:</b></p> <p><input type="checkbox"/> Glencoe/McGraw-Hill, <i>Glencoe Literature, California Treasures</i>, 2010, Gr. 6-8</p> <p><input type="checkbox"/> Holt McDougal (formerly Holt, Rinehart and Winston), <i>Holt Literature and Language Arts</i>, 2010, Gr. 6-8</p> <p><input type="checkbox"/> Holt McDougal (formerly McDougal Littell), <i>McDougal Littell California Literature</i>, 2009, Gr. 6-8</p> <p><input type="checkbox"/> Houghton Mifflin Harcourt School Publishers, <i>California Excursions</i>, 2010, Gr. K-6</p> <p><input type="checkbox"/> Macmillan/McGraw-Hill, <i>California Treasures English Language Development</i>, 2010, Gr. K-6</p> <p><input type="checkbox"/> Pearson Scott Foresman and Prentice Hall, <i>Pearson California Language Central</i> 2010, Gr. K-8</p> <p><input type="checkbox"/> SRA/McGraw-Hill, <i>Imagine It! English Language Development</i>, 2009, Gr. K-6</p> <p>*Available in Spanish as alternate format.</p> <p><input type="checkbox"/> <b>Alternative Current Materials</b></p> <p>The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by combining one or more instructional resources. The program is provided to all students at this grade level or enrolled in these courses. A copy of the local governing board resolution of sufficiency is attached.</p>					
		GRADE		YES	NO	YES	NO
		K			X		
		1			X		
		2			X		
		3			X		
		4			X		
		5			X		
		6					
		<p><b>Comments:</b></p> <p>We are using materials from the 2002 Adoption list. Please see list attached.</p>					
		<p>Note: The Clearinghouse for Specialized Media and Technology at <a href="http://www.cde.ca.gov/re/pn/sm">http://www.cde.ca.gov/re/pn/sm</a> provides instructional materials in accessible formats for students with disabilities.</p>					
		<p>Note: The 2002 adoption list (<a href="http://www.cde.ca.gov/ci/ma/im/">http://www.cde.ca.gov/ci/ma/im/</a>) expired November 2008. Though those programs are no longer state adopted, districts may continue to use them to meet the sufficiency requirements of EC Section 60119.</p>					

This CDE template lists for schools/districts all the SBE-adopted instructional materials. This form is to assist county superintendents of schools to evaluate the sufficiency of textbooks or instructional materials.

# Instructional Materials Survey For Compliance With Education Code Sections 1240 (i) And 60119 Elementary School Level – 2011-12

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119		PURCHASED		TO USE	
		GRADE	YES	NO	YES	NO	
RLA/ELD Textbooks or Instructional Materials (cont.)	School/district provides SBE-adopted core textbooks or instructional materials, and/or accelerated interventions, in RLA/ELD (2008 adoption, including interventions), for each pupil to use in class and to take home.						
		K			X		
		1			X		
		2			X		
		3			X		
		4			X		
		5			X		
		<p><b>Comments:</b> We are using materials from the 2002 Adoption list. Please see list attached.</p> <p>Note: The Clearinghouse for Specialized Media and Technology at <a href="http://www.cde.ca.gov/re/pn/sm">http://www.cde.ca.gov/re/pn/sm</a> provides instructional materials in accessible formats for students with disabilities.</p> <p>Note: The 2002 adoption list (<a href="http://www.cde.ca.gov/ci/ma/im/">http://www.cde.ca.gov/ci/ma/im/</a>) expired November 2008. Though those programs are no longer state adopted, districts may continue to use them to meet the sufficiency requirements of EC Section 60119.</p>					

This CDE template lists for schools/districts all the SBE-adopted instructional materials. This form is to assist county superintendents of schools to evaluate the sufficiency of textbooks or instructional materials.



# Instructional Materials Survey For Compliance With Education Code Sections 1240 (i) And 60119 Elementary School Level – 2011-12

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119		PURCHASED		TO USE	
		GRADE	YES	NO	YES	NO	
Mathematics Textbooks or Instructional Materials	School/district provides SBE-adopted core textbooks or instructional materials in mathematics (2007 adoption), for each pupil to use in class and to take home.	K	X		X		
		1	X		X		
		2	X		X		
		3	X		X		
		4	X		X		
		5	X		X		
		6					
		<p><b>Comments:</b></p> <p>The elementary school has distributed to students the district's selection of SBE-adopted mathematics textbooks or instructional materials.</p> <p><b>SBE-adopted Basic Grade-Level Mathematics Programs include:</b></p> <p><input type="checkbox"/> CGP Education, <i>California Standards-Driven Mathematics Program</i>*, 2007, Gr. 6-8</p> <p><input type="checkbox"/> Glencoe/McGraw-Hill, <i>Glencoe California Mathematics &amp; Algebra 1: Concepts, Skills, and Problem Solving</i>*, 2008, Gr. 6-8</p> <p><input type="checkbox"/> Harcourt School Publishers, <i>California HSP Math</i>*, 2009, Gr. K-6</p> <p><input type="checkbox"/> Holt, Rinehart and Winston, <i>Holt California Mathematics</i>*, 2008, Gr. 6-8</p> <p><input type="checkbox"/> Houghton Mifflin Company, <i>Houghton Mifflin California Math</i>*, 2009, Gr. K-6</p> <p><input type="checkbox"/> Macmillan/McGraw-Hill, <i>Macmillan/McGraw-Hill Math</i>*, 2009, Gr. K-6</p> <p><input type="checkbox"/> Marshall Cavendish International, <i>Earlybird Kindergarten Mathematics; Primary Mathematics</i>, 2007, Gr. K-5</p> <p><input type="checkbox"/> McDougal Littell, <i>McDougal Littell CA Math Course 1, Course 2, Algebra 1</i>*, 2008, Gr. 6-8</p> <p><input checked="" type="checkbox"/> Pearson Scott Foresman, <i>Scott Foresman – Addison Wesley enVisionMath California</i>*, 2009, K-6</p> <p><input type="checkbox"/> Pearson Prentice Hall, <i>Prentice Hall Mathematics California</i>*, 2009, Gr. 6-8</p> <p><input type="checkbox"/> Sadlier-Oxford, <i>Progress in Mathematics CA Edition</i>, 2008, Gr. K-6</p> <p><input type="checkbox"/> Saxon, <i>California Saxon Math</i>*, 2008, K-6</p> <p><input type="checkbox"/> SRA/McGraw-Hill, <i>SRA Real Math</i>, 2009, K-6</p> <p><input type="checkbox"/> TPS Publishing Co., <i>CA State Standards Aligned Mathematics Program</i>, 2007, K-3</p> <p><input type="checkbox"/> Wright Group/McGraw-Hill, <i>California Everyday Mathematics</i>, 2008, K-6</p> <p>* Available in Spanish as alternate format.</p> <p><input type="checkbox"/> <b>Alternative Current Materials</b></p> <p>The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by combining one or more instructional resources. The program is provided to all students at this grade level or enrolled in these courses. A copy of the local governing board resolution of sufficiency is attached.</p> <p>Note: The Clearinghouse for Specialized Media and Technology at <a href="http://www.cde.ca.gov/re/pn/sm">http://www.cde.ca.gov/re/pn/sm</a> provides instructional materials in accessible formats for students with disabilities.</p> <p>Note: The 2001 adoption list (<a href="http://www.cde.ca.gov/ci/ma/im/">http://www.cde.ca.gov/ci/ma/im/</a>) expired November 2007. Though those programs are no longer state adopted, districts may continue to use them to meet the sufficiency requirements of EC Section 60119.</p>					

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# Instructional Materials Survey For Compliance With Education Code Sections 1240 (i) And 60119 Elementary School Level – 2011-12

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119		PURCHASED		TO USE	
		GRADE	YES	NO	YES	NO	
Mathematics Textbooks or Instructional Materials (cont.)	School/district provides SBE-adopted core textbooks or instructional materials in mathematics (2007 adoption), for each pupil to use in class and to take home.	K		X			
		1		X			
		2		X			
		3		X			
		4		X			
		5		X			
		6					
		<p><b>SBE-adopted Mathematics Intervention Programs (Gr. 4-7) include:</b></p> <p><input type="checkbox"/> Compass Learning, <i>Odyssey Focus Math</i>, 2007</p> <p><input type="checkbox"/> Glencoe/McGraw-Hill, <i>California Math Triumphs*</i>, 2008</p> <p><input type="checkbox"/> Harcourt School Publishers, <i>California Fast Forward Math</i>, 2007</p> <p><input type="checkbox"/> iLearn, <i>iPASS Math Intervention</i>, 2007</p> <p><input type="checkbox"/> Kaplan K-12 Learning Services, <i>Momentum Math</i>, 2007</p> <p><input type="checkbox"/> Riverdeep, <i>Destination Math California Intervention</i>, 2008</p> <p><input type="checkbox"/> SRA/McGraw-Hill, <i>SRA Number Worlds</i>, 2008</p> <p><input type="checkbox"/> Wright Group/McGraw-Hill, <i>Pinpoint</i>, 2009</p> <p>* Available in Spanish as alternate format.</p> <p><input type="checkbox"/> <b>Alternative Current Materials</b></p> <p>The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by combining one or more instructional resources. The program is provided to all students at this grade level or enrolled in these courses. A copy of the local governing board resolution of sufficiency is attached.</p>					
		<p>Note: The Clearinghouse for Specialized Media and Technology at <a href="http://www.cde.ca.gov/re/pn/srn">http://www.cde.ca.gov/re/pn/srn</a> provides instructional materials in accessible formats for students with disabilities.</p>					

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**Instructional Materials Survey For Compliance With Education Code Sections 1240 (i) And 60119  
Elementary School Level – 2011-12**

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119		PURCHASED		TO USE	
		GRADE	YES	NO	YES	NO	
History-Social Science Textbooks or Instructional Materials	School/district provides SBE-adopted core textbooks or instructional materials in history-social science (2005 adoption), for each pupil to use in class and to take home.	K	X		X		
		1	X		X		
		2	X		X		
		3	X		X		
		4	X		X		
		5	X		X		
		6					
		<p><b>Comments:</b></p> <p>The elementary school has distributed to students the district's selection of SBE-adopted history-social science textbooks or instructional materials.</p> <p><b>SBE-adopted history-social science programs include:</b></p> <p><input type="checkbox"/> Glencoe/McGraw-Hill, <i>Glencoe Discovering Our Past*</i>, 2006, Gr. 6-8</p> <p><input type="checkbox"/> Harcourt School Publishers, <i>Reflections: California Series*</i>, 2007, Gr. K-6</p> <p><input type="checkbox"/> Holt, Rinehart and Winston, <i>Holt California Social Studies*</i>, 2006, Gr. 6-8</p> <p><input type="checkbox"/> Houghton Mifflin, <i>Houghton Mifflin Social Science*</i>, 2007, Gr. K-6</p> <p><input type="checkbox"/> Macmillan/McGraw-Hill, <i>California Vistas*</i>, 2007, Gr. K-6</p> <p><input type="checkbox"/> McDougal Littell, <i>McDougal Littell California Middle School Social Studies Series*</i>, 2006, Gr. 6-8</p> <p><input type="checkbox"/> Oxford University Press, <i>Oxford History-Social Science Program for California</i>, 2005, Gr. 5-8</p> <p><input type="checkbox"/> Pearson Prentice Hall, <i>Prentice Hall Social Studies</i>, 2006, Gr. 6-8</p> <p><input checked="" type="checkbox"/> Pearson Scott Foresman, <i>Scott Foresman History-Social Science for California*</i>, 2006, Gr. K-5</p> <p><input type="checkbox"/> Teachers' Curriculum Institute, <i>History Alive! California Middle Schools Program*</i>, 2005, Gr. 6-8</p> <p>*Available in Spanish as alternate format.</p> <p><input type="checkbox"/> <b>Alternative Current Materials</b></p> <p>The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by combining one or more instructional resources. The program is provided to all students at this grade level or enrolled in these courses. A copy of the local governing board resolution of sufficiency is attached.</p> <p>Note: The Clearinghouse for Specialized Media and Technology at <a href="http://www.cde.ca.gov/re/pn/sm">http://www.cde.ca.gov/re/pn/sm</a> provides instructional materials in accessible formats for students with disabilities.</p> <p>Note: The 1999 adoption list expired July 2005. Though those programs are no longer state adopted, districts may continue to use them to meet the sufficiency requirements of EC Section 60119.</p>					

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# Instructional Materials Survey For Compliance With Education Code Sections 1240 (i) And 60119 Elementary School Level – 2011-12

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119		PURCHASED		TO USE	
		GRADE		YES	NO	YES	NO
Science Textbooks or Instructional Materials	School/district provides SBE-adopted core textbooks or instructional materials in science (2006 adoption), for each pupil to use in class and to take home.	K		X		X	
		1		X		X	
		2		X		X	
		3		X		X	
		4		X		X	
		5		X		X	
		6					
		<p><b>Comments:</b></p> <p>The elementary school has distributed to students the district's selection of SBE-adopted science textbooks or instructional materials.</p> <p><b>SBE-adopted science programs include:</b></p> <p><input type="checkbox"/> CPO Science, <i>Focus on Earth, Life, and Physical Science</i>*, 2007, Gr. 6-8</p> <p><input type="checkbox"/> Delta Education, <i>Full Option Science System</i>, 2007, Gr. K-5</p> <p><input type="checkbox"/> Glencoe/McGraw-Hill, <i>Glencoe Science Focus On Series</i>*, 2007, Gr. 6-8</p> <p><input type="checkbox"/> Harcourt School Publishers, <i>California Science</i>*, 2008, Gr. K-6</p> <p><input type="checkbox"/> Holt, Rinehart and Winston, <i>Holt California Science: Earth, Life, and Physical Science</i>*, 2007, Gr. 6-8</p> <p><input type="checkbox"/> Houghton Mifflin, <i>Houghton Mifflin California Science</i>*, 2007, Gr. K-6</p> <p><input type="checkbox"/> It's About Time, <i>Investigating Earth Systems, InterActions in Physical Science</i>, 2007, Gr. 6, 8</p> <p><input checked="" type="checkbox"/> Macmillan/McGraw-Hill, <i>Macmillan/McGraw-Hill California Science</i>*, 2008, Gr. K-6</p> <p><input type="checkbox"/> McDougal Littell, <i>McDougal Littell California Middle School Science Series</i>*, 2007, Gr. 6-8</p> <p><input type="checkbox"/> Pearson Prentice Hall, <i>Prentice Hall California Science Explorer, Focus on Earth, Life, and Physical Science</i>*, 2008, Gr. 6-8</p> <p><input type="checkbox"/> Pearson Scott Foresman, <i>Scott Foresman California Science</i>*, 2008, Gr. K-6</p> <p>*Available in Spanish as alternate format.</p> <p><input type="checkbox"/> <b>Alternative Current Materials</b></p> <p>The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by combining one or more instructional resources. The program is provided to all students at this grade level or enrolled in these courses. A copy of the local governing board resolution of sufficiency is attached.</p> <p>Note: The Clearinghouse for Specialized Media and Technology at <a href="http://www.cde.ca.gov/re/pn/sm">http://www.cde.ca.gov/re/pn/sm</a> provides instructional materials in accessible formats for students with disabilities.</p> <p>Note: The 2000 adoption list expired July 2006. Though those programs are no longer state adopted, districts may continue to use them to meet the sufficiency requirements of EC Section 60119.</p>					

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# Instructional Materials Survey For Compliance With Education Code Sections 1240 (i) And 60119 Middle School Level – 2011-12

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119		PURCHASED		TO USE	
		GRADE	YES	NO	YES	NO	
RLA/ELD Textbooks or Instructional Materials	School/district provides SBE-adopted core textbooks or instructional materials, and/or accelerated interventions, in RLA/ELD (2008 adoption, including interventions), for each pupil to use in class and to take home.	6		X			
		7		X			
		8		X			
		<b>Comments:</b> We are using materials from the 2002 Adoption list. Please see list attached.					
		<p>The middle school has distributed to students the district's selection of SBE-adopted RLA/ELD textbooks or instructional materials.</p> <p><b>SBE-adopted Basic Programs (Program 1) for RLA/ELD include:</b></p> <p><input type="checkbox"/> Glencoe/McGraw-Hill, <i>Glencoe Literature, California Treasures</i>, 2010, Gr. 6-8</p> <p><input type="checkbox"/> Holt McDougal (formerly Holt, Rinehart and Winston), <i>Holt Literature and Language Arts</i>, 2010, Gr. 6-8</p> <p><input type="checkbox"/> Holt McDougal (formerly McDougal Littell), <i>McDougal Littell California Literature</i>, 2009, Gr. 6-8</p> <p><input type="checkbox"/> Houghton Mifflin, <i>Houghton Mifflin California Reading: Medallion Edition*</i>, 2003, Gr. K-6</p> <p><input type="checkbox"/> Houghton Mifflin Harcourt School Publishers, <i>California Excursions*</i>, 2010, Gr. K-6</p> <p><input type="checkbox"/> Macmillan/McGraw-Hill, <i>California Treasures</i>, 2010, Gr. K-6</p> <p><input type="checkbox"/> Pearson Scott Foresman and Prentice Hall, <i>Pearson California Reading and Language Arts</i>, 2010, Gr. K-8</p> <p><input type="checkbox"/> SRA/McGraw-Hill, <i>Imagine It!</i>, 2009, Gr. K-6</p> <p><b>SBE-adopted Basic Programs with English Language Development (Program 2) for RLA/ELD include:</b></p> <p><input type="checkbox"/> Glencoe/McGraw-Hill, <i>Glencoe Literature, California Treasures</i>, 2010, Gr. 6-8</p> <p><input type="checkbox"/> Holt McDougal (formerly Holt, Rinehart and Winston), <i>Holt Literature and Language Arts</i>, 2010, Gr. 6-8</p> <p><input type="checkbox"/> Holt McDougal (formerly McDougal Littell), <i>McDougal Littell California Literature</i>, 2009, Gr. 6-8</p> <p><input type="checkbox"/> Houghton Mifflin Harcourt School Publishers, <i>California Excursions</i>, 2010, Gr. K-6</p> <p><input type="checkbox"/> Macmillan/McGraw-Hill, <i>California Treasures English Language Development</i>, 2010, Gr. K-6</p> <p><input type="checkbox"/> Pearson Scott Foresman and Prentice Hall, <i>Pearson California Language Central</i> 2010, Gr. K-8</p> <p><input type="checkbox"/> SRA/McGraw-Hill, <i>Imagine It! English Language Development</i>, 2009, Gr. K-6</p> <p>*Available in Spanish as alternate format.</p> <p><b>SBE-adopted Primary Language Programs with English Language Development (Program 3) for RLA/ELD include:</b></p> <p><input type="checkbox"/> Macmillan/McGraw-Hill, <i>Tesoros de lectura</i>, 2010, Gr. K-6</p> <p><input type="checkbox"/> SRA/McGraw-Hill, <i>Imaginalo!</i>, 2009, Gr. K-6</p> <p><input type="checkbox"/> <b>Alternative Current Materials</b></p> <p>The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by combining one or more instructional resources. The program is provided to all students at this grade level or enrolled in these courses. A copy of the local governing board resolution of sufficiency is attached.</p> <p>Note: The Clearinghouse for Specialized Media and Technology at <a href="http://www.cde.ca.gov/re/pn/sm">http://www.cde.ca.gov/re/pn/sm</a> provides instructional materials in accessible formats for students with disabilities.</p> <p>Note: The 2002 adoption list (<a href="http://www.cde.ca.gov/ci/ma/im/">http://www.cde.ca.gov/ci/ma/im/</a>) expired November 2008. Though those programs are no longer state adopted, districts may continue to use them to meet the sufficiency requirements of EC Section 60119.</p>					

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California Department of Education: 8/2011

# Instructional Materials Survey For Compliance With Education Code Sections 1240 (i) And 60119 Middle School Level – 2011-12

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119		PURCHASED		TO USE	
		GRADE	YES	NO	YES	NO	
RLA/ELD Textbooks or Instructional Materials (cont.)	School/district provides SBE-adopted core textbooks or instructional materials, and/or accelerated interventions, in RLA/ELD (2008 adoption, including interventions), for each pupil to use in class and to take home.	6	X			X	
		7	X			X	
		8	X			X	
		<p><b>Comments:</b></p> <p>The middle school has distributed to students the district's selection of SBE-adopted RLA/ELD textbooks or instructional materials.</p> <p><b>SBE-adopted Intervention Programs (Program 4) for RLA/ELD include:</b></p> <p><input type="checkbox"/> Houghton Mifflin Company, <i>Houghton Mifflin California Portals</i>, 2010, Gr. 4-8</p> <p><input type="checkbox"/> National Geographic/Hampton Brown, <i>Inside Language, Literacy and Content</i>, 2009, Gr. 4-8</p> <p><input type="checkbox"/> Pearson Longman ELT, <i>Longman Keystone</i>, 2010, Gr. 4-8</p> <p><input checked="" type="checkbox"/> Scholastic Inc., <i>Scholastic Read 180 California Enterprise Edition</i>, 2009, Gr. 4-8</p> <p><input type="checkbox"/> Sopris West Educational Services, <i>Language! The Comprehensive Literacy Curriculum, 4<sup>th</sup> Edition</i>, 2009, Gr. 4-8</p> <p><input type="checkbox"/> Steck-Vaughn, <i>California Gateways</i>, 2010, Gr. 4-8</p> <p><b>SBE-adopted Intervention Programs for English Learners (Program 5) for RLA/ELD include:</b></p> <p><input type="checkbox"/> Heinle/Cengage Learning, <i>Milestones</i>, 2009, Gr. 4-8</p> <p><input type="checkbox"/> Houghton Mifflin Company, <i>Houghton Mifflin California Portals</i>, 2010, Gr. 4-8</p> <p><input type="checkbox"/> National Geographic/Hampton Brown, <i>Inside Language, Literacy and Content</i>, 2009, Gr. 4-8</p> <p><input checked="" type="checkbox"/> Pearson Longman ELT, <i>Longman Keystone</i>, 2010, Gr. 4-8</p> <p><input type="checkbox"/> Scholastic Inc., <i>Scholastic Read 180 California Enterprise Edition</i>, 2009, Gr. 4-8</p> <p><input type="checkbox"/> Sopris West Educational Services, <i>Language! Focus on English Learning, 4<sup>th</sup> Edition</i>, 2009, Gr. 4-8</p> <p><input type="checkbox"/> Steck-Vaughn, <i>California Gateways</i>, 2010, Gr. 4-8</p> <p><input type="checkbox"/> <b>Alternative Current Materials</b></p> <p>The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by combining one or more instructional resources. The program is provided to all students at this grade level or enrolled in these courses. A copy of the local governing board resolution of sufficiency is attached.</p>					

Note: The Clearinghouse for Specialized Media and Technology at <http://www.cde.ca.gov/re/pn/sm> provides instructional materials in accessible formats for students with disabilities.

Note: The 2002 adoption list (<http://www.cde.ca.gov/ci/ma/im/>) expired November 2008. Though those programs are no longer state adopted, districts may continue to use them to meet the sufficiency requirements of EC Section 60119.

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California Department of Education: 8/2011

# Instructional Materials Survey For Compliance With Education Code Sections 1240 (i) And 60119 Middle School Level – 2011-12

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119		PURCHASED		TO USE	
		GRADE		YES	NO	YES	NO
Mathematics Textbooks or Instructional Materials	School/district provides SBE-adopted core textbooks or instructional materials in mathematics (2007 adoption), for each pupil to use in class and to take home.	6		X		X	
		7		X		X	
		8		X		X	
		Comments:					
		<p>The middle school has distributed to students the district's selection of SBE-adopted mathematics textbooks or instructional materials (as listed on the CDE web site).</p> <p><b>SBE-adopted Basic Grade-Level Mathematics Programs include:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> CGP Education, <i>California Standards-Driven Mathematics Program</i>*, 2007, Gr. 6-8</li> <li><input type="checkbox"/> CPM Educational Program, <i>Algebra Connections</i>, 2008, Gr. 8</li> <li><input type="checkbox"/> Glencoe/McGraw-Hill, <i>Glencoe California Mathematics &amp; Algebra 1: Concepts, Skills, and Problem Solving</i>*, 2008, Gr. 6-8</li> <li><input type="checkbox"/> Harcourt School Publishers, <i>California HSP Math</i>*, 2009, Gr. K-6</li> <li><input checked="" type="checkbox"/> Holt, Rinehart and Winston, <i>Holt California Mathematics</i>*, 2008, Gr. 6-8</li> <li><input type="checkbox"/> Houghton Mifflin Company, <i>Houghton Mifflin California Math</i>*, 2009, Gr. K-6</li> <li><input type="checkbox"/> Key Curriculum Press, <i>Discovering Algebra</i>, 2008, Gr. 8</li> <li><input type="checkbox"/> Kinetic Books, <i>Algebra 1</i>, 2007, Gr. 8</li> <li><input type="checkbox"/> Macmillan/McGraw-Hill, <i>Macmillan/McGraw-Hill Math</i>*, 2009, Gr. K-6</li> <li><input type="checkbox"/> McDougal Littell, <i>McDougal Littell CA Pre-Algebra and Algebra 1</i>, 2008, Gr. 7-8</li> <li><input type="checkbox"/> McDougal Littell, <i>McDougal Littell CA Math Course 1, Course 2, Algebra 1</i>*, 2008, Gr. 6-8</li> <li><input type="checkbox"/> Pearson Scott Foresman, <i>Scott Foresman – Addison Wesley enVisionMath California</i>*, 2009, Gr. K-6</li> <li><input type="checkbox"/> Pearson Prentice Hall, <i>Prentice Hall Mathematics California</i>*, 2009, Gr. 6-8</li> <li><input type="checkbox"/> Pearson Prentice Hall, <i>Prentice Hall Mathematics Algebra 1</i>*, 2009, Gr. 8</li> <li><input type="checkbox"/> Sadlier-Oxford, <i>Progress in Mathematics CA Edition</i>, 2008, Gr. K-6</li> <li><input type="checkbox"/> Saxon, <i>California Saxon Math</i>*, 2008, Gr. K-6</li> <li><input type="checkbox"/> SRA/McGraw-Hill, <i>SRA Real Math</i>, 2009, Gr. K-6</li> <li><input type="checkbox"/> Wright Group/McGraw-Hill, <i>California Everyday Mathematics</i>, 2008, Gr. K-6</li> </ul> <p>*Available in Spanish as alternate format.</p> <p><b>Alternative Current Materials</b></p> <p>The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by combining one or more instructional resources. The program is provided to all students at this grade level or enrolled in these courses. A copy of the local governing board resolution of sufficiency is attached.</p> <p>Note: The Clearinghouse for Specialized Media and Technology at <a href="http://www.cde.ca.gov/re/pn/sm">http://www.cde.ca.gov/re/pn/sm</a> provides instructional materials in accessible formats for students with disabilities.</p> <p>Note: The 2001 adoption list (<a href="http://www.cde.ca.gov/ci/ma/im/">http://www.cde.ca.gov/ci/ma/im/</a>) expired November 2007. Though those programs are no longer state adopted, districts may continue to use them to meet the sufficiency requirements of EC Section 60119.</p>					

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# Instructional Materials Survey For Compliance With Education Code Sections 1240 (i) And 60119 Middle School Level – 2011-12

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119		PURCHASED		TO USE	
		GRADE	YES	NO	YES	NO	
Mathematics Textbooks or Instructional Materials (cont.)	School/district provides SBE-adopted core textbooks or instructional materials in mathematics (2007 adoption), for each pupil to use in class and to take home.	6	X			X	
		7	X			X	
		8	X			X	
		Comments:					
		<p>The middle school has distributed to students the district's selection of SBE-adopted mathematics textbooks or instructional materials (as listed on the CDE web site).</p> <p><b>SBE-adopted Mathematics Intervention Programs (Gr. 4-7) include:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Compass Learning, <i>Odyssey Focus Math</i>, 2007</li> <li><input checked="" type="checkbox"/> Glencoe/McGraw-Hill, <i>California Math Triumphs</i>*, 2008</li> <li><input type="checkbox"/> Harcourt School Publishers, <i>California Fast Forward Math</i>, 2007</li> <li><input type="checkbox"/> iLearn, <i>iPASS Math Intervention</i>, 2007</li> <li><input type="checkbox"/> Kaplan K-12 Learning Services, <i>Momentum Math</i>, 2007</li> <li><input type="checkbox"/> Riverdeep, <i>Destination Math California Intervention</i>, 2008</li> <li><input type="checkbox"/> SRA/McGraw-Hill, <i>SRA Number Worlds</i>, 2008</li> <li><input type="checkbox"/> Wright Group/McGraw-Hill, <i>Pinpoint</i>, 2009</li> </ul> <p><b>SBE-adopted Algebra Readiness Programs (Gr. 8) include:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> America's Choice, <i>Ramp-Up to Algebra</i>*, 2007</li> <li><input type="checkbox"/> Compass Learning, <i>Odyssey Focus Math: Algebra Readiness</i>, 2007</li> <li><input type="checkbox"/> Glencoe/McGraw-Hill, <i>California Algebra Readiness: Concepts, Skills, and Problem Solving</i>*, 2008</li> <li><input type="checkbox"/> Holt, Rinehart and Winston, <i>Holt California Algebra Readiness</i>*, 2008</li> <li><input type="checkbox"/> iLearn, <i>iPASS Algebra Readiness</i>, 2007</li> <li><input type="checkbox"/> JRL Enterprises, <i>I Can Learn Fundamentals of Math, Algebra, Pre-Algebra, and Geometry</i>, 2007</li> <li><input type="checkbox"/> McDougal Littell, <i>McDougal Littell Algebra Readiness</i>*, 2008</li> <li><input type="checkbox"/> MIND Institute, <i>Algebra Readiness</i>, 2007</li> <li><input checked="" type="checkbox"/> Pearson Prentice Hall, <i>Prentice Hall Mathematics California Algebra Readiness</i>*, 2009</li> <li><input type="checkbox"/> Pearson Prentice Hall, <i>Connecting to Algebra for Algebra Readiness</i>, 2009</li> <li><input type="checkbox"/> UCLA Mathematics Department, <i>Introduction to Algebra</i>, 2007</li> </ul> <p>* Available in Spanish as alternate format.</p> <p><b>Alternative Current Materials</b></p> <p>The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by combining one or more instructional resources. The program is provided to all students at this grade level or enrolled in these courses. A copy of the local governing board resolution of sufficiency is attached.</p>					
<p>Note: The Clearinghouse for Specialized Media and Technology at <a href="http://www.cde.ca.gov/re/pn/sm">http://www.cde.ca.gov/re/pn/sm</a> provides instructional materials in accessible formats for students with disabilities.</p>							

This CDE template lists for schools/districts all the SBE-adopted instructional materials. This form is to assist county superintendents of schools to evaluate the sufficiency of textbooks or instructional materials.



# Instructional Materials Survey For Compliance With Education Code Sections 1240 (i) And 60119 Middle School Level – 2011-12

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119		PURCHASED		TO USE	
		GRADE		YES	NO	YES	NO
History-Social Science Textbooks or Instructional Materials	<p>School/district provides SBE-adopted core textbooks or instructional materials in history-social science (2005 adoption), for each pupil to use in class and to take home.</p> <p>The middle school has distributed to students the district's selection of SBE-adopted history-social science textbooks or instructional materials.</p> <p><b>SBE-adopted history-social science programs include:</b></p> <p><input type="checkbox"/> Glencoe/McGraw-Hill, <i>Glencoe Discovering Our Past*</i>, 2006, Gr. 6-8</p> <p><input type="checkbox"/> Harcourt School Publishers, <i>Reflections: California Series*</i>, 2007, Gr. K-6</p> <p><input type="checkbox"/> Holt, Rinehart and Winston, <i>Holt California Social Studies*</i>, 2006, Gr. 6-8</p> <p><input type="checkbox"/> Houghton Mifflin, <i>Houghton Mifflin Social Science*</i>, 2007, Gr. K-6</p> <p><input type="checkbox"/> Macmillan/McGraw-Hill, <i>California Vistas*</i>, 2007, Gr. K-6</p> <p><input type="checkbox"/> McDougal Littell, <i>McDougal Littell California Middle School Social Studies Series*</i>, 2006, Gr. 6-8</p> <p><input type="checkbox"/> Oxford University Press, <i>Oxford History-Social Science Program for California</i>, 2005, Gr. 5-8</p> <p><input checked="" type="checkbox"/> Pearson Prentice Hall, <i>Prentice Hall Social Studies*</i>, 2006, Gr. 6-8</p> <p><input type="checkbox"/> Teachers' Curriculum Institute, <i>History Alive! California Middle Schools Program*</i>, 2005, Gr. 6-8</p> <p>*Available in Spanish as alternate format.</p> <p><input type="checkbox"/> <b>Alternative Current Materials</b></p> <p>The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by combining one or more instructional resources. The program is provided to all students at this grade level or enrolled in these courses. A copy of the local governing board resolution of sufficiency is attached.</p>	6		X		X	
		7		X		X	
		8		X		X	
Comments:		<p>Note: The Clearinghouse for Specialized Media and Technology at <a href="http://www.cde.ca.gov/re/pn/sm">http://www.cde.ca.gov/re/pn/sm</a> provides instructional materials in accessible formats for students with disabilities.</p> <p>Note: The 1999 adoption list expired July 2005. Though those programs are no longer state adopted, districts may continue to use them to meet the sufficiency requirements of EC Section 60119.</p>					

# Instructional Materials Survey For Compliance With Education Code Sections 1240 (i) And 60119 Middle School Level – 2011-12

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119		PURCHASED		TO USE	
		GRADE		YES	NO	YES	NO
Science Textbooks or Instructional Materials	School/district provides SBE-adopted core textbooks or instructional materials in science (2006 adoption), for each pupil to use in class and to take home.	6		X		X	
		7		X		X	
		8		X		X	
		Comments:					
		<p>The middle school has distributed to students the district's selection of SBE-adopted science textbooks or instructional materials.</p> <p><b>SBE-adopted science programs include:</b></p> <p><input type="checkbox"/> CPO Science, <i>Focus on Earth, Life, and Physical Science*</i>, 2007, Gr. 6-8</p> <p><input type="checkbox"/> Glencoe/McGraw-Hill, <i>Glencoe Science Focus On Series*</i>, 2007, Gr. 6-8</p> <p><input type="checkbox"/> Harcourt School Publishers, <i>California Science*</i>, 2008, Gr. K-6</p> <p><input type="checkbox"/> Holt, Rinehart and Winston, <i>Holt California Science: Earth, Life, and Physical Science*</i>, 2007, Gr. 6-8</p> <p><input type="checkbox"/> Houghton Mifflin, <i>Houghton Mifflin California Science*</i>, 2007, Gr. K-6</p> <p><input type="checkbox"/> It's About Time, <i>Investigating Earth Systems, InterActions in Physical Science</i>, 2007, Gr. 6, 8</p> <p><input type="checkbox"/> Macmillan/McGraw-Hill, <i>Macmillan/McGraw-Hill California Science*</i>, 2008, Gr. K-6</p> <p><input type="checkbox"/> McDougal Littell, <i>McDougal Littell California Middle School Science Series*</i>, 2007, Gr. 6-8</p> <p><input checked="" type="checkbox"/> Pearson Prentice Hall, <i>Prentice Hall California Science Explorer, Focus on Earth, Life, and Physical Science*</i>, 2008, Gr. 6-8</p> <p><input type="checkbox"/> Pearson Scott Foresman, <i>Scott Foresman California Science*</i>, 2008, Gr. K-6</p> <p>*Available in Spanish as alternate format.</p> <p><input type="checkbox"/> <b>Alternative Current Materials</b></p> <p>The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by combining one or more instructional resources. The program is provided to all students at this grade level or enrolled in these courses. A copy of the local governing board resolution of sufficiency is attached.</p>					
		<p>Note: The Clearinghouse for Specialized Media and Technology at <a href="http://www.cde.ca.gov/re/pn/sm">http://www.cde.ca.gov/re/pn/sm</a> provides instructional materials in accessible formats for students with disabilities.</p> <p>Note: The 2000 adoption list expired July 2006. Though those programs are no longer state adopted, districts may continue to use them to meet the sufficiency requirements of EC Section 60119.</p>					

# Instructional Materials Survey For Compliance With Education Code Sections 1240 (i) And 60119 Middle School Level – 2011-12

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119		PURCHASED		TO USE	
		Program		YES	NO	YES	NO
Foreign Language Textbooks or Instructional Materials	School/district provides state-adopted foreign language textbooks or instructional materials (2003 adoption) in all classrooms for all students enrolled in foreign language courses.	The middle school has distributed to students state-adopted foreign language textbooks or instructional in all classrooms for all students enrolled in foreign language course(s).*		X		X	
		<b>SBE-adopted foreign language programs include:</b>					
		<b>Spanish</b>					X
		<input type="checkbox"/> EMC/Paradigm Publishing, <i>Navegando 1A and 1B</i> , 2005**					
		<input type="checkbox"/> Glencoe/McGraw-Hill, <i>Glencoe Spanish 1Buen viaje!</i>					
		<input type="checkbox"/> Glencoe/McGraw-Hill, <i>Glencoe Middle School Spanish Como te va?</i>					
		<input type="checkbox"/> Holt, Rinehart and Winston, <i>Ven conmigo! Holt Spanish</i>					
		<input type="checkbox"/> McDougal, Littell & Company, <i>Tu mundo/Nuestro mundo</i>					
		<input type="checkbox"/> McDougal, Littell & Company, <i>En espanol!</i>					
		<input checked="" type="checkbox"/> Prentice Hall, Inc., <i>Realidades</i>					
		<input type="checkbox"/> Wright Group, <i>¡Viva el español!</i> , 2005, Gr. 1-6**					
		<b>French</b>					
		<input type="checkbox"/> Glencoe/McGraw-Hill, <i>Glencoe French 1 Bon voyage!</i>					
		<input type="checkbox"/> Holt, Rinehart and Winston, <i>Allez, viens! Holt French</i>					
		<input checked="" type="checkbox"/> McDougal, Littell & Company, <i>Discovering French, Nouveau!</i>					
		<b>German</b>					
		<input type="checkbox"/> McDougal, Littell & Company, <i>Auf Deutsch!</i>					
		<b>Japanese</b>					
		<input type="checkbox"/> Cheng and Tsui, <i>Mirai</i>					
		<b>Latin</b>					
		<input type="checkbox"/> Cambridge University Press, <i>Cambridge Latin Course</i>					
		<input type="checkbox"/> Glencoe/McGraw-Hill, <i>Glencoe Latin 1: Latin for Americans</i>					
		<input type="checkbox"/> Prentice-Hall, Inc., <i>Ecce Romani</i>					
		*Under Education Code 60119 (a)(1)(C): "The provision of the textbooks, instructional materials or science equipment specified in this subparagraph is not a condition of receipt of funds provided by this subdivision."					
		**Program added by 2005 Follow-Up Adoption.					
		Comments:					

Note: The Clearinghouse for Specialized Media and Technology at <http://www.cde.ca.gov/re/pn/sm> provides instructional materials in accessible formats for students with disabilities.

This CDE template lists for schools/districts all the SBE-adopted instructional materials. This form is to assist county superintendents of schools to evaluate the sufficiency of textbooks or instructional materials.

California Department of Education: 8/2011

# Instructional Materials Survey For Compliance With Education Code Sections 1240 (i) And 60119 Middle School Level – 2011-12

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240 (i) And 60119		PURCHASED		TO USE	
		Program	Health	YES	NO	YES	NO
Health Textbooks or Instructional Materials	<p>School/district provides state-adopted health textbooks or instructional materials (2004 adoption) in all classrooms for all students enrolled in health courses.</p> <p><b>SBE-adopted health programs include:</b></p> <p><input type="checkbox"/> Macmillan/McGraw-Hill, <i>Macmillan/McGraw-Hill Health &amp; Wellness</i></p> <p><input type="checkbox"/> Glencoe/McGraw-Hill, <i>Glencoe Teen Health**</i></p> <p><input type="checkbox"/> Holt, Rinehart and Winston, <i>Holt Decisions for Health**</i></p> <p>*Under Education Code 60119 (a)(1)(C): "The provision of the textbooks, instructional materials or science equipment specified in this subparagraph is not a condition of receipt of funds provided by this subdivision."</p> <p>**Available in Spanish as alternate format.</p>	<p>The middle school has distributed to students state-adopted health textbooks or instructional materials in all classrooms for all students enrolled in health course(s). *</p> <p><b>SBE-adopted health programs include:</b></p> <p><input type="checkbox"/> Macmillan/McGraw-Hill, <i>Macmillan/McGraw-Hill Health &amp; Wellness</i></p> <p><input type="checkbox"/> Glencoe/McGraw-Hill, <i>Glencoe Teen Health**</i></p> <p><input type="checkbox"/> Holt, Rinehart and Winston, <i>Holt Decisions for Health**</i></p> <p>*Under Education Code 60119 (a)(1)(C): "The provision of the textbooks, instructional materials or science equipment specified in this subparagraph is not a condition of receipt of funds provided by this subdivision."</p> <p>**Available in Spanish as alternate format.</p>			X		
		Comments:	<p>Note: The Clearinghouse for Specialized Media and Technology at <a href="http://www.cde.ca.gov/re/pn/sm">http://www.cde.ca.gov/re/pn/sm</a> provides instructional materials in accessible formats for students with disabilities.</p>				

# Instructional Materials Survey For Compliance With Education Code Sections 1240(i) And 60119 High School Level

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	GRADE	PURCHASED		TO USE	
				YES	NO	YES	NO
English-Language Arts Textbooks or Instructional Materials	School/district provides locally adopted standards-aligned English/language arts textbooks or instructional materials in all classrooms for all students enrolled in grades 9-12 English courses, that may include SBE-adopted intervention programs for appropriate students.	<p>The high school has distributed to students locally adopted standards-aligned English/Language arts textbooks or instructional materials in all classrooms for all students enrolled in grades 9-12 English courses, that may include SBE-adopted intervention programs for appropriate students.</p> <p><b>SBE-adopted Intervention Programs (Program 4) for RLA/ELD include:</b></p> <p><input type="checkbox"/> Houghton Mifflin Company, <i>Houghton Mifflin California Portals</i>, 2010, Gr. 4-8</p> <p><input type="checkbox"/> National Geographic/Hampton Brown, <i>Inside Language, Literacy and Content</i>, 2009, Gr. 4-8</p> <p><input type="checkbox"/> Pearson Longman ELT, <i>Longman Keystone</i>, 2010, Gr. 4-8</p> <p><input checked="" type="checkbox"/> Scholastic Inc., <i>Scholastic Read 180 California Enterprise Edition</i>, 2009, Gr. 4-8</p> <p><input type="checkbox"/> Sopris West Educational Services, <i>Language! The Comprehensive Literacy Curriculum, 4<sup>th</sup> Edition</i>, 2009, Gr. 4-8</p> <p><input type="checkbox"/> Steck-Vaughn, <i>California Gateways</i>, 2010, Gr. 4-8</p> <p><b>SBE-adopted Intervention Programs for English Learners (Program 5) for RLA/ELD include:</b></p> <p><input type="checkbox"/> Heinle/Cengage Learning, <i>Milestones</i>, 2009, Gr. 4-8</p> <p><input type="checkbox"/> Houghton Mifflin Company, <i>Houghton Mifflin California Portals</i>, 2010, Gr. 4-8</p> <p><input type="checkbox"/> National Geographic/Hampton Brown, <i>Inside Language, Literacy and Content</i>, 2009, Gr. 4-8</p> <p><input checked="" type="checkbox"/> Pearson Longman ELT, <i>Longman Keystone</i>, 2010, Gr. 4-8</p> <p><input type="checkbox"/> Scholastic Inc., <i>Scholastic Read 180 California Enterprise Edition</i>, 2009, Gr. 4-8</p> <p><input type="checkbox"/> Sopris West Educational Services, <i>Language! Focus on English Learning, 4<sup>th</sup> Edition</i>, 2009, Gr. 4-8</p> <p><input type="checkbox"/> Steck-Vaughn, <i>California Gateways</i>, 2010, Gr. 4-8</p>	9	X		X	
			10	X		X	
			11	X		X	
			12	X		X	
<p><b>Comments:</b></p> <p>We are using materials from the 2002 adoption list. Please see list attached.</p>							

# Instructional Materials Survey For Compliance With Education Code Sections 1240(i) And 60119 High School Level

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	PROGRAM	PURCHASED		TO USE	
				YES	NO	YES	NO
Mathematics Textbooks or Instructional Materials	School/district provides locally adopted standards-aligned mathematics textbooks or instructional materials in all classrooms for all students enrolled in grades 9-12 mathematics courses.	The high school has distributed to students locally adopted standards-aligned mathematics textbooks or instructional materials in all classrooms for all students enrolled in grades 9-12 mathematics courses.	Algebra I	X		X	
			Geometry	X		X	
			Algebra II	X		X	
			Trigonometry	X		X	
			Pre-Calculus	X		X	
			Calculus	X		X	
			Other:				
Other:							
Comments:							

# Instructional Materials Survey For Compliance With Education Code Sections 1240(i) And 60119 High School Level

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	PROGRAM	PURCHASED		TO USE	
				YES	NO	YES	NO
History-Social Science Textbooks or Instructional Materials	School/district provides locally adopted standards-aligned history-social science textbooks or instructional materials in all classrooms for all students enrolled in grades 10-12 history-social science courses.	The high school has distributed to students locally adopted standards-aligned history-social science textbooks in all classrooms for all students enrolled in grades 10-12 history-social science courses.	Geography (where appropriate)	X		X	
			World History	X		X	
			US History	X		X	
			Economics	X		X	
			Government	X		X	
		Comments:					

# Instructional Materials Survey For Compliance With Education Code Sections 1240(i) And 60119 High School Level

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	PROGRAM	PURCHASED		TO USE	
				YES	NO	YES	NO
Science Textbooks or Instructional Materials	School/district provides locally adopted standards-aligned science textbooks in all classrooms for all students enrolled in grades 9-12 science courses.	The high school has distributed to students locally adopted standards-aligned science textbooks or instructional materials in all classrooms for all students enrolled in 9-12 science courses. For courses determined to be laboratory science courses by the school/district, science laboratory equipment is made available to all students enrolled in these 9-12 science courses.*	Earth/Physical Science	X		X	
			Biology	X		X	
			Chemistry	X		X	
			Physics	X		X	
			Physiology	X		X	
			Environmental Science	X		X	
			Equipment*				
Other:							
Comments:							
<p>*Under Education Code 60119 (a)(1)(C): "The provision of the textbooks, instructional materials or science equipment specified in this subparagraph is not a condition of receipt of funds provided by this subdivision." This subsection only refers to science laboratory equipment; basic textbooks or instructional materials in science must be provided for each student.</p>							



# Instructional Materials Survey For Compliance With Education Code Sections 1240(i) And 60119 High School Level

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	PROGRAM	PURCHASED		TO USE	
				YES	NO	YES	NO
Foreign Language Textbooks or Instructional Materials	School/district provides curriculum framework-aligned foreign language materials in all classrooms for all students enrolled in foreign language courses.*  *Under Education Code 60119 (a)(1)(C): "The provision of textbooks, instructional materials or science equipment specified in this subparagraph is not a condition of receipt of funds provided by this subdivision."	The high school has distributed to students locally adopted state curriculum framework-aligned foreign language textbooks or instructional materials in all classrooms for all students enrolled in foreign language courses.*	Spanish	X		X	
			French	X		X	
			German	X		X	
			Japanese	X		X	
			Chinese	X		X	
			Latin		X		X
			Other: Sign Language				
Comments:							

# Instructional Materials Survey For Compliance With Education Code Sections 1240(i) And 60119 High School Level

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	PROGRAM	PURCHASED		TO USE	
				YES	NO	YES	NO
Health Textbooks or Instructional Materials	School/district provides curriculum framework-aligned health textbooks or instructional materials in all classrooms for all students enrolled in health courses.*	The high school has distributed to students locally adopted curriculum framework-aligned health textbooks or instructional materials in all classrooms for all students enrolled in health courses.*	Health	X		X	
			Other:				
			Other:				
		<p>*Under Education Code 60119 (a)(1)(C): "The provision of textbooks, instructional materials or science equipment specified in this subparagraph is not a condition of receipt of funds provided by this subdivision."</p> <p>Comments:</p>					

<u>GRADE</u>	<u>ADOPTED</u>	<u>COURSE</u>	<u>TITLE</u>	<u>PUBLISHER/COPYRIGHT</u>
<b>ENGLISH/LANGUAGE ARTS</b>				
<u>9</u>	1998	ENGLISH I	LANGUAGE OF LITERATURE 9	MCDUGAL-LITTELL/1997
<u>10</u>	1998	ENGLISH II	LANGUAGE OF LITERATURE 10	MCDUGAL-LITTELL/1997
<u>11</u>	4/23/2002	ENGLISH III	LANGUAGE OF LITERATURE: AMERICAN LITERATURE	MCDUGAL-LITTELL/2002
<u>12</u>	6/16/2003	ENGLISH IV	LANGUAGE OF LITERATURE: WORLD LITERATURE	MCDUGAL-LITTELL/2002
<u>12</u>	1997	BIBLE & LITERATURE	BIBLE AS IN LITERATURE	SCOTT FORESMAN/1995
<u>12</u>	1997	ENGLISH LIT/COMP	ENGLAND IN LITERATURE	PRENTICE HALL/1989
<u>12</u>	2004	AP LIT & COMP	LITERATURE: INTRO FICTION/POETRY/DRAMA	PRENTICE HALL/2002
<u>12</u>	1997	WORLD LIT/COMP	THEMES IN WORLD LITERATURE	MCDUGAL-LITTELL/1989
<u>12</u>	8/13/2007	AP ENGLISH: LANGUAGE & COMP	LANGUAGE OF COMPOSITION	BEDFORD/ST. MARTIN/2008
<u>12</u>	8/13/2007	ENGLISH IV - IB	PERRINE'S SOUND & SENSE, 12/E	CENGAGE (THOMSON) 2008
<u>9-12</u>	2010	RLA/INTERVENTION	SCHOLASTIC READ 180 CA	SCHOLASTIC/2009
<u>9-12</u>	1/12/2010	ELD/LANGUAGE ARTS	LONGMAN KEYSTONE - BUILDING BRIDGES	PEARSON LONGMAN/2010
<u>9-12</u>	1/12/2010	ELD/LANGUAGE ARTS	LONGMAN KEYSTONE - KEYS TO LEARNING	PEARSON LONGMAN/2010
<u>9-12</u>	1/12/2010	ELD/LANGUAGE ARTS	LONGMAN KEYSTONE - LEVEL D	PEARSON LONGMAN/2010
<u>9-12</u>	1/12/2010	ELD/LANGUAGE ARTS	LONGMAN KEYSTONE - LEVEL E	PEARSON LONGMAN/2010
<u>9-12</u>	1/12/2010	ELD/LANGUAGE ARTS	LONGMAN KEYSTONE - LEVEL F	PEARSON LONGMAN/2010
<b>MATH</b>				
<u>9-12</u>	4/13/2009	ALGEBRA I/A/IB	ALGEBRA I, CALIF. EDITION	HOLT MCDUGAL/2008
<u>9-12</u>	4/24/2002	GEOMETRY	GEOMETRY: INTEGRATION, APPLICATION	GLENCOE/MCGRAW/2001
<u>9-12</u>	3/10/2003	ALGEBRA II/TRIG/GEOMETRY	ALGEBRA 2 W/TRIGONOMETRY	PRENTICE HALL/2001
<u>9-12</u>	6/16/2003	ALGEBRA II/TRIG - HONORS	ALGEBRA & TRIGONOMETRY	PRENTICE HALL/2005
<u>9-12</u>	1999	PRECALCULUS	PRECALCULUS, 4/E	MCDUGAL-LITTELL/1997
<u>9-12</u>	4/13/2009	PRECALCULUS	PRECALCULUS W/LIMITS: A GRAPHING APPROACH	HOLT MCDUGAL/2008
<u>9-12</u>	2006-07	PRECALCULUS - HONORS	PRECALCULUS W/UNIT CIRCLE TRIG	THOMSON LEARNING/2006
<u>11-12</u>	5/23/2005	PRECALCULUS - HONORS	PRECALCULUS W/TRIGONOMETRY	KEY CURRICULUM PRESS/2003
<u>9-12</u>	1999	INTRO STATISTICS	ELEMENTARY STATISTICS	PRENTICE HALL/1998
<u>9-12</u>	8/13/2001	AP STATISTICS	INTRO TO STATISTICS & DATA ANALYSIS	THOMSON LEARNING/2001
<u>9-12</u>	4/13/2009	AP STATISTICS	STATS: MODELING THE WORLD	PEARSON/ADDISON WESLEY 2010
<u>9-12</u>	6/30/2003	AP CALCULUS (A/B & B/C)	CALCULUS: EARLY TRANSCENDENTALS, 5/E	THOMSON LEARNING/2003
<u>9-12</u>	1996	AP CALCULUS	CALCULUS 7 OF A SINGLE VARIABLE	HARPER COLLINS/1996
<u>11-12</u>	4/13/2009	BEG. PERSONAL FINANCE	MATHEMATICS FOR BUSINESS & PERSONAL FINANCE	GLENCOE/MCGRAW/2010

# **CUSD TEXTBOOK COMPLIANCE**

**SEPTEMBER 2011**

**HIGH SCHOOL - GRADE 9-12**

GRADE	ADOPTED	COURSE	TITLE	PUBLISHER/COPYRIGHT
<b>SCIENCE</b>				
9-10	6/25/2007	COORDINATED SCIENCE I	PHYSICAL SCIENCE WITH EARTH SCIENCE	GLENCOE/MCGRAW/2006
10-12	6/25/2007	COORDINATED SCIENCE II	GLENCOE LIFE SCIENCE	GLENCOE/MCGRAW 2008
9-12	6/16/2008	BIOLOGY	BIOLOGY, CALIF.	MCDUGAL LITTELL 2008
10-12	6/16/2008	AP BIOLOGY	BIOLOGY, 8/E AP EDITION (CAMPBELL)	PEARSON/2008
9-10	6/16/2008	HMO BIOLOGY	BIOLOGY: CONCEPTS & APPLICATIONS (STARR)	CENGAGE (THOMSON)/2008
10-12	6/16/2008	CHEMISTRY	CHEMISTRY: MATTER & CHANGE (CALIF. EDITION)	GLENCOE/MCGRAW 2007
10-12	6/25/2007	AP/IB CHEMISTRY	CHEMISTRY, 9/E (CHANG)	MCGRAW-HILL/2007
10-12	6/25/2007	PHYSICS	HOLT PHYSICS - CA. EDITION (SERWAY)	HOLT, RINEHART/2007
10-12	6/25/2007	CONCEPTUAL PHYSICS	CONCEPTUAL PHYSICS (HEWITT)	PEARSON/2009
10-12	6/16/2008	AP PHYSICS-B	COLLEGE PHYSICS: A STRATEGIC APPROACH (KNIGHT)	PEARSON/2007
10-12	6/16/2008	AP PHYSICS-C	PHYSICS FOR SCIENTISTS & ENGINEERS, 2/E (KNIGHT)	PEARSON/2008
10-12	6/16/2008	ANATOMY & PHYSIOLOGY	ESSENTIALS OF ANATOMY & PHYSIOLOGY (MARTINI)	PEARSON/2007
10-12	5/7/2007	HMO/IB ANATOMY & PHYSIOLOGY	HUMAN ANATOMY & PHYSIOLOGY (MARIEB)	PEARSON/2007
10-12	5/7/2007	MARINE ECOLOGY	OCEANOGRAPHY (GARRISON)	CENGAGE (THOMSON)/2007
10-12	6/25/2007	MARINE ECOLOGY	MARINE BIOLOGY (CASTRO/HUBER)	MCGRAW-HILL/2007
11-12	5/7/2007	AP ENVIRONMENTAL SCIENCE	LIVING IN THE ENVIRONMENT (MILLER)	CENGAGE (THOMSON)/2007
10-12	6/25/2007	WILDLIFE/WORLD	ANIMAL: DEFINITIVE VISUAL GUIDE	DORLING KINDERSLEY/2005
10-12	6/25/2001	EARTH SCIENCE	MODERN EARTH SCIENCE	HOLT, RINEHART/2002
10-12	1999	ASTRONOMY	PROJECT STAR	KENDALL HUNT/1993
<b>HISTORY/SOCIAL SCIENCE</b>				
9	6/26/2006	GEOGRAPHY	WORLD GEOGRAPHY: BUILDING GLOBAL PERSPECTIVE	PRENTICE HALL/2007
10	5/23/2005	WORLD HISTORY	MODERN WORLD HISTORY: PATTERNS INTERACTION	MCDUGAL LITTELL/2006
9	5/23/2005	WORLD HISTORY - PRE IB/ACCL	WORLD HISTORY, 4/E (DUIKER/SPIELVOGEL)	THOMSON LEARNING/2004
10-12	5/23/2005	AP EUROPEAN HISTORY	WESTERN EXPERIENCE, 8/E (CHAMBERS)	MCGRAW-HILL/2003
10-12	8/11/2008	AP EUROPEAN HISTORY	WESTERN EXPERIENCE, 9/E (CHAMBERS)	MCGRAW-HILL/2007
11	5/15/2006	U. S. HISTORY	AMERICAN VISION: MODERN TIMES - CA. EDITION	GLENCOE/MCGRAW/2006
11	5/15/2006	AP U. S. HISTORY	AMERICAN HISTORY: A SURVEY (BRINKLEY)	MCGRAW-HILL/2007
10-12	6/26/2006	PSYCHOLOGY	INTRO TO PSYCHOLOGY, 7/E	THOMSON LEARNING/2005
10-12	6/26/2006	AP PSYCHOLOGY	PSYCHOLOGY, 8/E (MYERS)	WORTH/2007
10-12	8/8/2005	PSYCHOLOGY IB	APPROACHES TO PSYCHOLOGY (GLASSMAN)	OPEN UNIV. PRESS/2004
11-12	5/23/2005	AP ART HISTORY	GARDNER'S ART THROUGH THE AGES, 12/E (KLEINER)	THOMSON LEARNING/2005
12	5/15/2006	AMERICAN GOVERNMENT	MAGRUDER'S AMERICAN GOVERNMENT - CA. EDITION	PRENTICE HALL/2006

# **CUSD TEXTBOOK COMPLIANCE**

**SEPTEMBER 2011**

**HIGH SCHOOL - GRADE 9-12**

GRADE	ADOPTED	COURSE	TITLE	PUBLISHER/COPYRIGHT
<u>12</u>	5/15/2006	AP AMERICAN GOVERNMENT	AMERICAN GOVERNMENT: CONTINUITY & CHANGE	PEARSON/LONGMAN/2006
<u>12</u>	5/15/2006	ECONOMICS	ECONOMICS: PRINCIPLES IN ACTION	PRENTICE HALL/2007
<u>12</u>	11/14/2005	AP ECONOMICS	ECONOMICS (MCCONNELL)	MCGRAW-HILL/2005
<u>12</u>	11/15/2004	LATIN AMERICAN HISTORY IB	HISTORY OF LATIN AMERICA (HAYNES)	HOUGHTON MIFFLIN/2004
<u>9-12</u>	8/13/2001	INTRO LAW/LEGAL STUDIES	CRIMINAL JUSTICE IN AMERICA	CONST. RIGHTS FOUNDATION
<b>HEALTH</b>				
<u>9</u>	6/28/2004	HEALTH EDUCATION	LIFETIME HEALTH	HOLT, RINEHART/2004
<b>FOREIGN LANGUAGE/WORLD LANGUAGE</b>				
<u>9-12</u>	6/28/2004	SPANISH I	REALIDADES 1	PRENTICE HALL/2004
<u>9-12</u>	6/28/2004	SPANISH II	REALIDADES 2	PRENTICE HALL/2004
<u>9-12</u>	6/28/2004	SPANISH III	REALIDADES 3	PRENTICE HALL/2004
<u>09-12</u>	6/25/2007	SPANISH FOR SPANISH SPEAKERS	EL ESPANOL PARA NOSOTROS LEVEL 1	GLENCOE/MCGRAW/2006
<u>09-12</u>	6/25/2007	SPANISH FOR SPANISH SPEAKERS	EL ESPANOL PARA NOSOTROS LEVEL 2	GLENCOE/MCGRAW/2006
<u>11-12</u>	3/5/2007	SPANISH IV, V, AP	ABRIENDO PASO: GRAMATICA/LECTURA	PRENTICE HALL/2007
<u>9-12</u>	8/16/2004	FRENCH I	DISCOVERING FRENCH NOUVEAU 1	MCDUGAL LITTELL/2004
<u>9-12</u>	8/16/2004	FRENCH II	DISCOVERING FRENCH NOUVEAU 2	MCDUGAL LITTELL/2004
<u>9-12</u>	8/16/2004	FRENCH III	DISCOVERING FRENCH NOUVEAU 3	MCDUGAL LITTELL/2004
<u>11-12</u>	8/8/2011	FRENCH LANG & CULTURE AP	ALLONS AU DELA	PEARSON/2012
<u>9-12</u>	6/16/2003	GERMAN I	DEUTSCH AKTUELL 1, 5/E	EMC/PARADIGM/2004
<u>9-12</u>	5/17/2004	GERMAN II	DEUTSCH AKTUELL 2, 5/E	EMC/PARADIGM/2004
<u>9-12</u>	5/17/2004	GERMAN III	DEUTSCH AKTUELL 3, 5/E	EMC/PARADIGM/2005
<u>9-12</u>	1/12/2010	JAPANESE I	OBENTO DELUXE	THOMSON/CENGAGE/2004
<u>9-12</u>	1999	JAPANESE II	ADVENTURES IN JAPANESE 2	CHENG & TSUI/1998
<u>9-12</u>	5/15/2006	JAPANESE II	GENKI 1 - INTEGRATED COURSE ELEM. JAPANESE	JAPAN TIMES/2004
<u>9-12</u>	5/15/2006	JAPANESE III & IV	GENKI 2 - INTEGRATED COURSE ELEM. JAPANESE	JAPAN TIMES/2004
<u>11-12</u>	5/15/2006	JAPANESE AP/IB	OBENTO SENIOR	CHENG & TSUI/2005
<u>11-12</u>	6/26/2006	JAPANESE AP/IB	YOOKOSO! CONTINUING W/CONTEMP. JAPANESE	MCGRAW-HILL/2004
<u>9-12</u>	1994	LATIN I	CAMBRIDGE LATIN COURSE, UNIT 1	CAMBRIDGE UNIV. PR./1988
<u>9-12</u>	1994	LATIN I, II	CAMBRIDGE LATIN COURSE, UNIT 2	CAMBRIDGE UNIV. PR./1988
<u>9-12</u>	1994	LATIN II	CAMBRIDGE LATIN COURSE, UNIT 3	CAMBRIDGE UNIV. PR./1992
<u>10-12</u>	11/13/2006	LATIN III, IV & AP	WHEELLOCK'S LATIN, 6/E	HARPER COLLINS/2005
<u>9-12</u>	11/14/2005	MANDARIN CHINESE I	NI HAO, VOL. 1	CHENG & TSUI/2002
<u>9-12</u>	8/8/2005	MANDARIN CHINESE II	NI HAO, VOL. 2	CHENG & TSUI/2004

**CUSD TEXTBOOK COMPLIANCE****SEPTEMBER 2011****HIGH SCHOOL - GRADE 9-12**

<u>GRADE</u>	<u>ADOPTED</u>	<u>COURSE</u>	<u>TITLE</u>	<u>PUBLISHER/COPYRIGHT</u>
<u>9-12</u>	8/8/2005	MANDARIN CHINESE III	NI HAO, VOL. 3	CHENG & TSUI/2004
<u>10-12</u>	8/14/2006	MANDARIN CHINESE IV/AP	INTEGRATED CHINESE LEVEL I PART 1	CHENG & TSUI/2005
<u>10-12</u>	8/14/2006	MANDARIN CHINESE IV/AP	INTEGRATED CHINESE LEVEL I PART 2	CHENG & TSUI/2005
<u>10-12</u>	8/14/2006	MANDARIN CHINESE IV/AP	INTEGRATED CHINESE LEVEL 2	CHENG & TSUI/2005
<u>9-12</u>	8/13/2007	AMERICAN SIGN LANGUAGE I	SIGNING NATURALLY LEVEL 1	DAWN SIGN PRESS/1993
<u>10-12</u>	8/13/2007	AMERICAN SIGN LANGUAGE II	SIGNING NATURALLY LEVEL 2	DAWN SIGN PRESS/1993
<u>11-12</u>	8/13/2007	AMERICAN SIGN LANGUAGE III	SIGNING NATURALLY LEVEL 3	DAWN SIGN PRESS/2001
<u>12</u>	6/26/2006	AMERICAN SIGN LANGUAGE IV	READING BETWEEN THE SIGNS	INTERCULTURAL PRESS/2006

**CUSD TEXTBOOK COMPLIANCE**  
**SEPTEMBER 2011**  
**HIGH SCHOOL - GRADE 9-12**

## **CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS**

The Board of Trustees of the Capistrano Unified School District hereby certifies that as of this date, each pupil in the District in kindergarten through grade 12 has been provided with standards-aligned textbook or basic instructional materials in each of the following areas:

- History/Social Science
- Mathematics
- Reading/Language Arts
- Science

For students in grades K-8, the instructional materials were purchased from an approved standards-aligned state adoption list as required by CCR, Title 5, §9531.

For students in grades 9-12, the instructional materials were adopted by the Board of Trustees following District review of the materials and their alignment with State content standards as required by CCR, Title 5, §9531.

Certification was approved by the Board of Trustees at a public meeting held on October 26, 2011.

Approved: \_\_\_\_\_

Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

October 26, 2011

**CAPISTRANO UNIFIED SCHOOL DISTRICT GOVERNMENTAL ACCOUNTING  
STANDARDS BOARD STATEMENT NO. 45 ACTUARIAL VALUATION REPORT  
FOR OTHER POST-EMPLOYMENT BENEFITS**

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**BACKGROUND INFORMATION**

The Governmental Accounting Standards Board (GASB) establishes generally accepted accounting principles for state and local agencies. Statement 45 provides that agencies account for Other Post-Employment Benefits (OPEBs), or benefits other than pensions, in their financial statements.

This liability has always existed and GASB 45 requires districts to quantify the liability and account for it in the financial statements. GASB 45 requires an actuarial study be performed every two years to determine the value of this liability. The actuarial study discloses the accrual basis, the annual required contribution, the unfunded actuarial liability, and the net OPEBs obligation.

Although a funding plan is encouraged, there is no requirement that the District establish one. As with many districts, the District continues to utilize the Pay-As-You-Go method of funding this liability.

The District's GASB 45 Actuarial Valuation Report is attached for reference.

**FINANCIAL IMPLICATIONS**

The Present Value of Future Benefits as of July 1, 2010, was determined to be \$85,930,041. This is a decrease of \$5,600,000 from the previous report.

The Actuarial Accrued Liability was determined to be \$51,500,839. This is an increase of \$2,900,000 from the previous report.

The Annual Required Contribution was determined to be \$6,164,748. This is a decrease of \$164,000 from the previous report.

Annual Pay-As-You-Go: \$3,075,754. This is an increase of \$811,000 from the previous report.

Costs for OPEBs are charged to the appropriate program and funding sources.

**STAFF RECOMMENDATION**

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

Following discussion, it is recommended the Board of Trustees approve and accept the Capistrano Unified School District GASB 45 Actuarial Valuation Report for OBEDs.





# **CAPISTRANO UNIFIED SCHOOL DISTRICT**

## **GASB 45 ACTUARIAL VALUATION REPORT**

FOR POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS

As of June 30, 2011

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Capistrano Unified School District (“**Capistrano**”) provides post-employment benefits other than pensions (“**OPEB**”) to employees who meet certain criteria. As a result of offering such benefits, Capistrano will be required to report the value of such benefits and the associated costs according to the accounting requirements of Governmental Accounting Standards Board Statement No. 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions (“**GASB 45**”).

The summary below identifies the value of benefits at July 1, 2010 and costs for the 2010-2011 Fiscal Year according to the accounting requirements of GASB 45 and summarizes the actuarial valuation results by Capistrano's active and retired employee groups.

July 1, 2010	
<b>Present Value of Future Benefits</b>	
Actives	\$74,249,783
Retirees	<u>11,680,258</u>
Total	<b>\$85,930,041</b>
<b>Actuarial Accrued Liability</b>	
Actives	\$39,820,581
Retirees	<u>11,680,258</u>
Total	<b>\$51,500,839</b>
<b>GASB 45 Measures</b>	<b>2010-2011 FY</b>
<b>Annual Required Contribution (ARC)</b>	\$6,164,748
<b>Annual OPEB Cost</b>	\$6,022,044
<b>Employer Contributions, reflecting implicit rate subsidies</b>	\$3,075,754

**B. LIABILITIES AND NORMAL COST**

The Actuarial Accrued Liability is the liability or obligation for benefits earned through the valuation date, based on certain actuarial methods and assumptions. The Plan's Actuarial Accrued Liability (at July 1, 2010) is \$51,500,839. The Actuarial Accrued Liability represents 59.93% of the present value of future benefits.

<b>Liabilities and Normal Cost</b>		<b>July 1, 2010</b>
Actuarial Accrued Liability		\$51,500,839
Plan Assets		<u>0</u>
Unfunded Actuarial Accrued Liability		\$51,500,839
Normal Cost		\$2,825,508

The Normal Cost for the plan is the amount that the liabilities are expected to increase during the year based on increased eligibility and service.

Normal Cost is the value of benefits expected to be earned during the year, again based on certain actuarial methods and assumptions. The 2010-2011 Fiscal Year Normal Cost is \$2,825,508.

The results were calculated based upon plan provisions and census data, as provided by Capistrano, along with certain demographic and economic assumptions as recommended by Grant Thornton with guidance from the GASB statement and approved by Capistrano.

**C. DEMOGRAPHIC INFORMATION**

Data was provided by Capistrano for the 2010-2011 Fiscal Year.

<b>Participant Information</b>		<b>2010-2011 FY</b>
Active Participants		2,922
Inactive Participants		<u>299</u>
<b>Total</b>		<b>3,221</b>
<b>Employer Contributions</b>		<b>2010-2011 FY</b>
Expected OPEB Contributions:		
Active Participants		\$0
Inactive Participants		<u>3,075,754</u>
<b>Total Contribution</b>		<b>\$3,075,754</b>

**D. ASSETS**

As of the valuation date, Capistrano does not set aside assets in trust to pay future benefits.

Assets	July 1, 2010
Market Value of Assets	\$0
Actuarial Value of Assets	\$0
Investment Return	N/A

According to GASB 45, an employer has made a contribution to pay for future benefits only if it meets one of these criteria:

- The employer has made benefit payments directly to or on behalf of a retiree or beneficiary.
- The employer has made premium payments to an insurer.
- The employer has made contributions to an OPEB plan to fund payments of benefits as they come due in the future, and all the following apply:
  - The employer no longer has ownership or control of the assets.
  - The plan is effectively a legally separate entity under the stewardship of a board of trustees.
  - The plan assets provide benefits to retirees and their beneficiaries in accordance to the terms stated in the plan.
  - The plan assets are legally protected from creditors of the employer.

**E. ECONOMIC ASSUMPTIONS**

GASB 45 requires that the discount rate used to calculate the actuarial present value of projected plan benefits should be the estimated long-term yield on the “investments that are expected to be used to finance the payments of benefits”. Since Capistrano does not pre-fund plan liabilities, the discount rate should be based on “employer assets”, specifically, the long-term expected return on employer investments that are not restricted for other purposes and are expected to be used to finance benefit payments.

It is not clear how the general pool of assets used to finance Capistrano’s payment of OPEB premiums is invested for the long-term. Many public sector employers are using a rate closer to the required rate under the Financial Accounting Standards Board No. 106 (FAS 106) to value postretirement healthcare benefits for private employers or what their peers are using. A rate of 5.00% is reasonable and consistent with what other similarly situated governmental employers are using.

The trend assumption is used to project the growth of the expected claims over the lifetime of the healthcare recipients. The GASB statement does not require a particular source for information to determine healthcare trends, but it does recommend selecting a source that is “publicly available, objective and unbiased.”

Capistrano Unified School District ("*Capistrano*") retained Grant Thornton to perform a valuation of its postretirement welfare benefit plans for the purpose of determining its annual cost in accordance with GASB Statement No. 45 – Accounting and Financial Reporting by Employers for Post Employment Benefits Other Than Pensions.

The consulting actuary is a member of the Society of Actuaries and other professional actuarial organizations, and meets the "Qualification Standard for Prescribed Statements of Actuarial Opinion" relating to postretirement welfare plans.


In preparing the results presented in this report, we have relied upon information provided to us regarding plan provisions, plan participants, and plan assets. We have reviewed this information for overall reasonableness and consistency, but have neither audited nor independently verified this information. The accuracy of the results presented in this report is dependent upon the accuracy and completeness of the underlying information.

Where reasonable, the actuarial assumptions and the accounting policies and methods employed in the development of the postretirement welfare cost have been selected by Capistrano, which relied upon actuarial audits and experience studies conducted for California Public Employees Retirement System (CALPERS) and California State Teachers Retirement System (CALSTRS). We did not independently study historic information to develop assumptions. The mortality table used for the valuation is RP-2000 projected to 2015. It was selected due to its relevance as a current mortality table and is also used by other governmental agencies to value their populations. The amortization of unfunded liabilities as a level dollar amount over 30 years was selected to comply with GASB 45 requirements for a Closed Group. Under a Closed Group Actuarial Cost Method, actuarial present values associated with future entrants are not considered. The selected discount rate is based on an expected return on assets for a pre-funded plan. The Unit Credit cost method was selected. If the benefit is pre-funded with an irrevocable trust, a method of valuing assets (e.g., market value or a smooth approach) will need to be selected.

The valuation has been conducted in accordance with generally accepted actuarial principles and practices. In our opinion, the actuarial assumptions and methods represent reasonable expectations of anticipated plan experience. To fulfill the applicable accounting requirements, each actuarial assumption should be management's "best estimate solely with respect to that individual assumption."

The information contained in this report was prepared for the internal use of Capistrano and its auditors in connection with the actuarial valuation of the postretirement welfare plan. It is neither intended nor necessarily suitable for other purposes. Capistrano may also distribute this actuarial valuation report to parties which have a legal right to require Capistrano to provide them with this report, in which case they will provide this report in its entirety including all assumptions, caveats and limitations.

We are available to answer questions on the material contained in the report or to provide explanations or further detail, as may be appropriate.



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Brett Schwab, ASA, EA, MAAA  
Actuary, Compensation and Benefits  
Grant Thornton LLP  
October 5, 2011

The following exhibits show the Annual Required Contribution (ARC), Annual OPEB Cost (AOC), and projected June 30, 2011 Net OPEB Obligation (NOO).

#### A. DEVELOPMENT OF NORMAL COST

The Unit Credit cost method was selected. The cumulative Normal Cost across all active participants is \$2,825,508.

#### B. DEVELOPMENT OF ANNUAL REQUIRED CONTRIBUTION

The Standard sets the method for determining Capistrano's post employment benefits accrual, the Annual Required Contribution (ARC), to include both the value of benefits earned during the year (Normal Cost) and a supplemental cost based on an amortization of the Unfunded Actuarial Accrued Liability. Accordingly, the following table shows Capistrano's 2010-2011 FY ARC based on a 30-year amortization of the Unfunded Actuarial Accrued Liability as a level dollar amount:

Fiscal Year Ending June 30, 2011	
<b>Preliminary ARC</b>	
a) Normal Cost	\$2,825,508
b) Amortization payment	<u>3,190,670</u>
c) Beginning of year contribution	\$6,016,178
d) Interest on contributions	<u>148,570</u>
e) Preliminary ARC	\$6,164,748
<b>ARC reflecting maximum amortization period</b>	
a) Normal Cost	\$2,825,508
b) Unfunded Liability	51,500,839
c) Amortization payment using maximum amortization period	3,190,670
d) ARC reflecting maximum amortization period	6,016,178
e) Interest on contributions	<u>148,570</u>
f) ARC reflecting maximum amortization period adjusted for interest	\$6,164,748
<b>Annual Required Contribution</b>	\$6,164,748

**C. DEVELOPMENT OF ANNUAL OPEB COST**

The following table shows Capistrano's Annual OPEB Cost projected to the end of the 2010-2011 Fiscal Year.

Fiscal Year Ending	June 30, 2011
Annual Required Contribution (ARC)	\$6,164,748
Interest on Net OPEB Obligation	596,901
Adjustment to Annual Required Contribution	<u>(739,605)</u>
Total Annual OPEB Cost (AOC)	\$6,022,044

**D. DEVELOPMENT OF NET OPEB OBLIGATION**

The following table shows an estimated development of Capistrano's Net OPEB Obligation as of the end of the 2010-2011 Fiscal Year.

Fiscal Year Ending	June 30, 2011
Net OPEB Obligation (NOO) as of July 1, 2010	11,938,012
Annual OPEB Cost	6,022,044
<i>Estimated</i> Annual Employer Contribution	<u>(3,075,754)</u>
Net OPEB Obligation as of June 30, 2011 ( <i>estimated</i> )	\$14,884,302

GASB 45 paragraph 26(a) requires the following elements to be listed in the report. Below is the projected schedule of funding progress:

Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability – Unit Credit	Unfunded Actuarial Accrued Liability	Funded Ratio	Covered Payroll	Unfunded Actuarial Accrued Liability as a Percentage of Covered Payroll
	(a)	(b)	(b) – (a)	(a) / (b)	(c)	[(b) – (a)] / (c)
July 1, 2008	0	\$48,670,245	\$48,670,245	0.00%	N/A	N/A
July 1, 2010	0	\$51,500,839	\$51,500,839	0.00%	N/A	N/A



**E. 25- YEAR PAYOUT PROJECTION**

Annual payments expected based on the current census (i.e. a closed group projection) and actuarial assumptions detailed in Assumptions and Methods:

<b>Fiscal Year Beginning July 1</b>	<b>Employer Contribution*</b>	<b>Active Headcount</b>	<b>Retiree Headcount</b>
2010	\$3,075,754	2,922.00	299.00
2011	3,607,717	2,791.19	322.95
2012	3,634,052	2,672.11	301.93
2013	3,859,211	2,553.17	302.06
2014	4,107,603	2,436.98	303.44
2015	4,344,498	2,319.12	306.52
2016	4,375,346	2,197.65	290.46
2017	4,397,439	2,073.46	275.55
2018	4,488,871	1,947.46	268.58
2019	4,738,203	1,821.89	266.98
2020	4,931,949	1,698.16	260.26
2021	5,216,612	1,573.91	258.78
2022	5,565,199	1,451.56	259.73
2023	5,823,519	1,335.61	257.25
2024	6,227,631	1,222.11	260.37
2025	6,579,106	1,114.15	261.69
2026	7,017,530	1,012.71	265.60
2027	7,076,161	913.64	253.91
2028	6,642,034	819.83	225.43
2029	6,780,993	729.59	219.01
2030	7,193,308	642.95	223.93
2031	7,407,901	561.44	222.30
2032	7,379,657	485.67	212.92
2033	7,325,822	417.34	203.37
2034	6,972,118	354.40	186.22

\* Reflects implicit rate subsidies per GASB 45.

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The following table summarizes active and retiree demographic information:

	Participants
<b>Actives</b>	
Fully Eligible to Receive Plan Benefits	702
Not Fully Eligible	<u>2,220</u>
Total	2,922
<b>Retirees</b>	
Under Age 65	299
Age 65 or over	<u>0</u>
Total Receiving Plan Benefits	299
<b>Total</b>	<b>3,221</b>

	Actives	Retirees	Total
Average Age	48.12	60.85	49.31
Average Service	13.06	N/A	N/A

Attained Age	Attained Service										Total
	Under 1	1 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 & Up	
Under 25	5	7	3	0	0	0	0	0	0	0	15
25 to 29	8	49	23	1	0	0	0	0	0	0	81
30 to 34	6	83	95	17	0	0	0	0	0	0	201
35 to 39	5	64	114	143	14	0	0	0	0	0	340
40 to 44	4	57	79	180	83	14	0	0	0	0	417
45 to 49	4	57	109	154	90	106	4	0	0	0	524
50 to 54	4	48	143	133	90	84	38	10	0	0	550
55 to 59	1	26	84	141	112	91	29	50	6	0	540
60 to 64	1	7	29	66	44	50	11	9	2	0	219
65 to 69	0	0	5	8	6	4	2	2	0	0	27
70 & up	0	0	0	5	1	0	0	1	1	0	8
<b>Total</b>	<b>38</b>	<b>398</b>	<b>684</b>	<b>848</b>	<b>440</b>	<b>349</b>	<b>84</b>	<b>72</b>	<b>9</b>	<b>0</b>	<b>2,922</b>

Capistrano finances its OPEB contributions using a Pay-As-You-Go method.

Capistrano has not established a plan or equivalent arrangement that contains an irrevocable transfer of assets dedicated to providing benefits to retirees in accordance with the terms of the plan and that are legally protected from creditors.

The assumptions and methods displayed in this section were selected from the complete set of assumptions used to calculate liabilities for the plan. Capistrano has reviewed the assumptions and recommended to the actuary that they be used. For certificated participants, it is assumed that their termination and retirement rates follow that prescribed by the CALSTRS experience study and actuarial assumptions. Non-certificated participants are assumed to follow termination and retirement behaviors exhibited in the CALPERS experience study and actuarial assumptions.

#### **A. DISCOUNT RATE**

The rate used to discount liabilities is 5.00%.

#### **B. TREND RATE**

The healthcare trend assumption reflects healthcare cost inflation expected to impact the plan based on forecast information in published papers from industry experts (actuaries, health economists, etc.). This research suggests a 9.00% long term average increase for all healthcare benefits, trending down to an ultimate 5.00% increase for 2014 and later years.

<b>Year</b>	<b>Medical Trend</b>	<b>Dental Trend</b>
2010	9.00%	5.00%
2011	8.00%	5.00%
2012	7.00%	5.00%
2013	6.00%	5.00%
2014 and beyond	5.00%	5.00%

#### **C. MORTALITY**

Mortality assumptions use the RP-2000 Combined Healthy table projected to 2015 using projection scale AA.

#### **D. MORBIDITY**

Expected medical claims are assumed to increase 2%, on average, as participants age.

#### **E. MARRIAGE**

Spouses were assumed where current benefit elections indicated spousal coverage. If spouse date of birth was not provided, the spouse is assumed to be the same age as the participant.

#### **F. SALARY SCALE**

There are no liabilities dependent on salary, therefore no salary increase rate is assumed.

#### **G. COST METHOD**

The Unit Credit cost method was selected to value liabilities. Wherever Normal Cost is stated, this cost method is assumed.

**H. DATA ASSUMPTIONS****1. New Retiree Elections, Medical Coverage**

It is assumed that new retirees select coverage, consistent with their active election, and are assumed to participate in Medicare.

**2. Amortization Period**

The period selected for amortizing the unfunded actuarial liability in determining the ARC is the maximum limit of 30 years. Amortization reflects a level dollar method.

**I. MORTALITY RATES**

Mortality for the valuation is the RP-2000 Combined Healthy Table projected to 2015 using projection scale AA. Select mortality rates are listed below. It is assumed that all participants are healthy and no deviation from the prescribed mortality is necessary.

<b>Mortality Assumptions</b>						
<b>Age</b>	<b>Base Rates</b>		<b>Projection Scale</b>		<b>Projected Rates</b>	
	<b>Male</b>	<b>Female</b>	<b>Male</b>	<b>Female</b>	<b>Male</b>	<b>Female</b>
20	0.00035	0.00019	0.01900	0.01600	0.00026	0.00015
25	0.00038	0.00021	0.01000	0.01400	0.00032	0.00017
30	0.00044	0.00026	0.00500	0.01000	0.00041	0.00023
35	0.00077	0.00048	0.00500	0.01100	0.00072	0.00040
40	0.00108	0.00071	0.00800	0.01500	0.00096	0.00056
45	0.00151	0.00112	0.01300	0.01600	0.00124	0.00088
50	0.00214	0.00168	0.01800	0.01700	0.00163	0.00130
55	0.00362	0.00272	0.01900	0.00800	0.00272	0.00241
60	0.00675	0.00506	0.01600	0.00500	0.00530	0.00469
65	0.01274	0.00971	0.01400	0.00500	0.01031	0.00900
70	0.02221	0.01674	0.01500	0.00500	0.01770	0.01553
75	0.03783	0.02811	0.01400	0.00800	0.03062	0.02492
80	0.06437	0.04588	0.01000	0.00700	0.05536	0.04129
85	0.11076	0.07745	0.00700	0.00600	0.09968	0.07076
90	0.18341	0.13168	0.00400	0.00300	0.17271	0.12588
95	0.26749	0.19451	0.00200	0.00200	0.25958	0.18876
100	0.34456	0.23747	0.00100	0.00100	0.33942	0.23393
105	0.39789	0.29312	0.00000	0.00000	0.39789	0.29312
110	0.40000	0.36462	0.00000	0.00000	0.40000	0.36462
115	0.40000	0.40000	0.00000	0.00000	0.40000	0.40000
>=120	1.00000	1.00000	0.00000	0.00000	1.00000	1.00000

**J. RETIREMENT RATES**

Select retirement rates per 100 employees are listed below.

<b>CALSTRS</b>				
	<b>Under 30 Years</b>		<b>Over 30 Years</b>	
<b>Age</b>	<b>Male</b>	<b>Female</b>	<b>Male</b>	<b>Female</b>
50	0.0	0.0	1.5	1.5
51	0.0	0.0	1.5	1.5
52	0.0	0.0	1.5	1.5
53	0.0	0.0	2.0	1.5
54	0.0	0.0	2.0	2.0
55	3.0	5.0	6.0	8.0
56	2.0	3.5	6.0	8.0
57	2.0	3.5	8.0	10.0
58	3.0	4.5	12.0	15.0
59	5.0	6.0	16.0	18.0
60	7.0	10.0	25.0	30.0
61	7.0	10.0	40.0	35.0
62	9.0	12.0	35.0	32.0
63	13.0	18.0	27.0	30.0
64	12.0	15.0	27.0	27.0
65	14.0	16.0	27.0	27.0
66	10.0	15.0	27.0	27.0
67	10.0	15.0	27.0	27.0
68	10.0	15.0	27.0	27.0
69	10.0	15.0	27.0	27.0
70	100.0	100.0	100.0	100.0

<b>CALPERS</b>							
	<b>Years of Service</b>						
<b>Age</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>	<b>30</b>	<b>35+</b>
50	0.36	0.71	1.00	1.18	1.31	1.47	1.72
51	0.35	0.69	0.96	1.14	1.27	1.42	1.66
53	0.46	0.92	1.29	1.52	1.70	1.90	2.23
55	1.94	3.84	5.37	6.35	7.07	7.92	9.29
56	1.58	3.14	4.39	5.19	5.78	6.47	7.60
57	1.70	3.37	4.71	5.57	6.20	6.94	8.15
58	2.02	4.02	5.62	6.63	7.39	8.27	9.71
59	2.31	4.57	6.40	7.56	8.42	9.42	11.06
60	3.68	7.29	10.20	12.05	13.42	15.02	17.62
61	3.64	7.21	10.09	11.92	13.28	14.86	17.44
62	7.62	15.12	21.15	24.98	27.84	31.14	36.57
63	6.87	13.63	19.06	22.52	25.10	28.08	32.97
64	5.34	10.60	14.82	17.51	19.51	21.83	25.63
65	9.06	17.97	25.13	29.69	33.08	37.01	43.45
70	6.60	13.08	18.30	21.62	24.08	26.95	31.64
75	100	100	100	100	100	100	100

**K. TERMINATION RATES**

Select termination rates per 100 employees are listed below:

<b>CALSTRS: Entry Ages – Male</b>						
<b>Year</b>	<b>Under 25 (%)</b>	<b>25-29 (%)</b>	<b>30-34 (%)</b>	<b>35-39 (%)</b>	<b>40-44 (%)</b>	<b>45 &amp; Up (%)</b>
0	15.3	15.3	15.3	15.3	15.3	15.3
1	12.5	12.5	12.5	12.5	12.5	13.5
2	7.7	7.7	7.7	7.7	7.7	8.6
3	6.3	5.4	5.4	5.4	5.4	6.3
4	4.4	4.4	4.4	4.4	4.4	4.4
5	3.9	3.0	3.0	3.0	3.0	3.6
6	3.5	2.8	2.8	2.8	2.9	
7	3.1	2.6	2.6	2.6	2.8	
8	2.8	2.4	2.4	2.4	2.6	
9	2.4	2.2	2.2	2.2	2.5	
10	2.0	2.0	2.0	2.0	2.4	
11	1.8	1.8	1.8	1.8		
12	1.6	1.6	1.6	1.7		
13	1.5	1.5	1.5	1.5		
14	1.3	1.3	1.3	1.4		
15	1.1	1.1	1.1	1.2		
16	1.0	1.0	1.0			
17	0.9	0.9	0.9			
18	0.8	0.8	0.8			
19	0.7	0.7	0.7			
20	0.6	0.6	0.6			
21	0.6	0.6				
22	0.6	0.6				
23	0.5	0.5				
24	0.5	0.5				
25	0.5	0.5				
26	0.4					
27	0.3					
28	0.2					
29	0.1					
30	0.0					



**K. TERMINATION RATES (CONTINUED)**

<b>CALSTRS: Entry Ages – Female</b>						
<b>Year</b>	<b>Under 25 (%)</b>	<b>25-29 (%)</b>	<b>30-34 (%)</b>	<b>35-39 (%)</b>	<b>40-44 (%)</b>	<b>45 &amp; Up (%)</b>
0	15.3	15.3	15.3	15.3	15.3	15.3
1	10.0	10.0	10.0	10.0	10.0	10.0
2	7.2	7.2	7.2	7.2	7.2	7.2
3	6.3	6.3	5.8	5.3	4.9	4.9
4	5.8	5.8	5.4	4.9	3.9	3.0
5	5.5	5.8	4.2	2.9	2.5	2.5
6	4.9	5.0	3.7	2.6	2.3	
7	4.2	4.3	3.2	2.3	2.1	
8	3.6	3.5	2.7	2.0	2.0	
9	2.9	2.8	2.2	1.7	1.8	
10	2.3	2.0	1.7	1.4	1.6	
11	2.1	1.8	1.6	1.3		
12	1.8	1.6	1.4	1.2		
13	1.6	1.3	1.3	1.1		
14	1.3	1.1	1.1	1.0		
15	1.1	0.9	1.0	0.9		
16	1.0	0.9	1.0			
17	0.9	0.8	1.0			
18	0.8	0.8	0.9			
19	0.7	0.7	0.9			
20	0.6	0.7	0.9			
21	0.6	0.7				
22	0.6	0.7				
23	0.6	0.6				
24	0.6	0.6				
25	0.6	0.6				
26	0.5					
27	0.4					
28	0.2					
29	0.1					
30	0.0					

**K. TERMINATION RATES (CONTINUED)**

<b>CALPERS</b>								
<b>Age</b>	<b>Years of Service</b>							
	<b>0</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>	<b>30</b>	<b>35+</b>
20	16.17							
25	15.21	3.47						
30	14.25	3.11	2.15					
35	13.29	2.76	1.84	1.44				
40	12.33	2.40	1.53	1.18	0.91			
45	11.37	2.05	1.23	0.95	0.69	0.46		
50	10.41	1.69	0.92	0.66	0.47	0.29	0.19	
55	9.45	1.34	0.61	0.40	0.25	0.12	0.04	0.02
60	8.49	0.98	0.31	0.14	0.03	0.02	0.02	0.02
65	7.53	0.63	0.03	0.03	0.02	0.02	0.02	0.02
70	6.57	0.27	0.03	0.03	0.02	0.02	0.02	0.02

The following summary of plan provisions represents our understanding of the Capistrano Unified School District ("*District*") substantive plan.

Employees who retire from District are eligible for post-employment medical and dental benefits pursuant to the provisions below.

#### ELIGIBILITY

- Retire from active service
- **CUEA:** 55 years old
- **CSEA:** 50 years old
- 10 years of consecutive service

**DEPENDENT ELIGIBILITY** Yes, the retiree pays the full cost of coverage.

**SURVIVOR ELIGIBILITY** No

#### BENEFITS

##### CUEA

- Retirees age 55 with at least 10 years of consecutive service with Capistrano are offered a subsidy by the District for retiree only medical coverage based on the following table:

Years of Service at Retirement	District Subsidy of Retiree Only Coverage
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

- Retirees may elect to cover any dependents; however, the full cost of such coverage is the responsibility of the retiree.
- Retirees may elect dental coverage through the District; however, the full cost of such coverage is the responsibility of the retiree.
- Benefits cease at age 65.

**CSEA**

- Retirees age 53 with at least 10 years of consecutive service with Capistrano are offered a subsidy by the District for retiree only medical coverage based on the following table:

<b>Years of Service at Retirement</b>	<b>District Subsidy of Retiree Only Coverage</b>
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

- Retirees may elect to cover any dependents; however, the full cost of such coverage is the responsibility of the retiree.
- Retirees may elect dental coverage through the District; however, the full cost of such coverage is the responsibility of the retiree.
- Retirees age 50 with at least 10 years of consecutive service with Capistrano are eligible to retire; however, the retiree will pay the full cost of coverage until reaching age 53, when the district subsidy will begin.
- Benefits cease at age 65.

**Actuarial Accrued Liability**

Represents the portion of the present value of fully projected benefits attributable to service credit by the Actuarial Cost Method that has been earned (or accrued) as of the valuation date.

**Actuarial Assumptions**

Estimates of the occurrence of future events affecting pension costs, such as mortality, withdrawal, disablement and retirement, changes in compensation affecting benefits, and discount rates to reflect the time value of money.

**Actuarial Cost Method**

The method that determines how projected costs are allocated to valuation years.

**Actuarial Gain/(Loss)**

The difference between actual liabilities in the current plan year and those that were expected given the prior valuation results.

**Actuarial Present Value**

The value, as of a specified date, of an amount or series of amounts payable or receivable thereafter, with each amount adjusted to reflect (a) the time value of money (through discounts for interest) and (b) the probability of payment (by means of decrements for events such as death, disability, withdrawal, or retirement) between the specified date and the expected date of payment.

**Amortization**

Usually refers to the process of reducing a recognized liability systematically by recognizing expenses or costs.

**Annual OPEB Cost (AOC)**

An accrual-basis measure of the periodic cost of an employer's participation in an OPEB plan that specifies the amount of benefits.

**Annual Required Contributions (ARC)**

The employer's periodic required contributions to an OPEB plan that specifies the amount of benefits, calculated in accordance with the parameters of GASB 45.

**Assets**

The value of investments, stocks, bonds, cash, real estate, etc. held in trust to pay benefits to retired participants. For financial purposes, the assets offset the liabilities to determine funded status.

**Collective Bargaining Agreement**

The rules by which a union and a company agree to work under. Details pay and benefits information and rules governing how employees and the company work together.

**Discount Rate**

The interest rate used to adjust for the time value of money.

**Employer Contributions**

Contributions made in relation to the annual required contributions of the employer (ARC). An employer has made a contribution in relation to the ARC if the employer has (a) made payments of benefits directly to or on behalf of a retiree or beneficiary, (b) made premium payments to an insurer, or (c) irrevocably transferred assets to a trust, or an equivalent arrangement, in which plan assets are dedicated to providing benefits to retirees and their beneficiaries in accordance with the terms of the plan and are legally protected from creditors of the employer(s) or plan administrator.

**Gain or Loss**

A change in the value of either the projected benefit obligation or the plan assets resulting from experience different from that assumed or from a change in an actuarial assumption.

**Implicit Rate Subsidy**

The difference between the true cost of healthcare coverage and the insurance premiums charged for retirees and older workers. Healthcare utilization and costs increase with age, yet when insurance premiums are set, they are often established as singular amounts without regard to age. A portion of the singular premium paid by younger workers subsidizes the higher costs for retirees and older workers. This subsidy is reallocated to the OPEB plan when determining the true costs under GASB 45.

**Measurement Date**

The date as of which plan assets and obligations are measured.

**Mortality Rate**

The proportion of the number of deaths in a specified group to the number living at the beginning of the period in which the deaths occur. Actuaries use mortality tables, which show death rates for each age, in estimating the amount of post-employment benefits that will become payable.

**Net OPEB Obligation (NOO)**

The cumulative difference since the employer's adoption of GASB 45 between annual OPEB cost and the employer's contributions to the plan. Included in this amount is the OPEB liability (asset) at transition, if any.

**Normal Cost**

Calculated in different ways, depending on the Cost Method, this is the portion of projected benefits allocated to the current plan year. In other words, the amount that the benefits will increase from one valuation year to the next. It is the actuarial present value of benefits attributed to services rendered by employees during the Fiscal Year based on actuarial methods and assumptions. The Normal Cost component is a portion of the present value of future benefits, and is unaffected by the funded status of the plan.

**Other Post Employment Benefits (OPEB)**

Other post employment benefits (OPEB) include postemployment healthcare benefits, regardless of the type of plan that provides them, and all post employment benefits provided separately from a pension plan, excluding benefits defined as termination offers and benefits.

**Pay-As-You-Go**

A method where a sponsor recognizes plan costs and contributes to a plan equal to the current year's benefit outlay. A sponsor using "Pay-As-You-Go" does not fund for future OPEB payments.

**Present Value of Future Benefits**

The value, discounted to the valuation date, of all benefits estimated to be payable on or after the valuation date. Any implicit rate subsidies are factored into this present value.

**Substantive Plan**

The terms of an OPEB plan as understood by the employer(s) and plan members.

**Turnover**

Termination of employment for a reason other than death, disability or retirement.

**Unfunded Actuarial Accrued Liability**

The difference between Actuarial Accrued Liability and Plan Assets.





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**Dance Elective**  
**Academic Content Standards**  
**(Middle School Course Outline)**  
**Grades 6, 7 and 8**

**Standard 1: 1.0 ARTISTIC PERCEPTION**

Processing, analyzing, and responding to sensory information through the language and skills unique to dance. Students perceive and respond, using the elements of dance. They demonstrate movement skills, process sensory information, and describe movement, using the vocabulary of dance.

**Key Concepts:**

*Development of Motor Skills and Technical Expertise*

- 1.1 Demonstrate increased focus, physical control, coordination, skill, and accurate reproduction in performing locomotor and axial movement.
- 1.2 Demonstrate increased ability and skill to sustain longer and more complex movement sequences for expression in a variety of dance styles.
- 1.3 Demonstrate risk taking in generating bigger and stronger movements through space in rehearsal and performance.  
*Comprehension and Analysis of Dance Elements*
- 1.4 Identify and use a wider range of space, time, and force/energy to manipulate locomotor and axial movements.  
*Development of Dance Vocabulary*
- 1.5 Use appropriate dance vocabulary to describe everyday gestures and other movements observed in viewing live or recorded dance performances. (Descriptions may take the form of a drawing or video/computer documentation.)

*Suggested Time Frame: Applied throughout the quarter*

**Standard 2: 2.0 CREATIVE EXPRESSION**

Processing, analyzing, and responding to sensory information through the language and skills unique to dance. Students perceive and respond, using the elements of dance. They demonstrate movement skills, process sensory information, and describe movement, using the vocabulary of dance.

**Key Concepts:**

*Creation/Invention of Dance Movements*

- 2.1 Create, memorize, and perform improvised movement sequences, dance studies, and choreography with dynamic range and fulfillment.
- 2.2 Demonstrate the ability to use personal discovery and invention through improvisation and choreography.  
*Application of Choreographic Principles and Processes to Creating Dance*
- 2.3 Demonstrate the ability to use dance elements to develop dance phrases reflecting various musical rhythms, styles, and dynamics.
- 2.4 Demonstrate skill in using ideas and themes to develop simple dance forms (e.g., rondo, ABA form).  
*Communication of Meaning in Dance*
- 2.5 Demonstrate performance skill in the ability to interpret and communicate through dance.
- 2.6 Collaborate with others in preparing a dance presentation for an audience ( short informal dance, lecture/demo, evening concert).  
*Development of Partner and Group Skills*
- 2.7 Demonstrate increased originality in using partner or group relationships to define spatial floor patterns, shape designs, and entrances and exits.

*Suggested Time Frame: Applied throughout the quarter*

**Standard 3: 3.0 HISTORICAL AND CULTURAL CONTEXT**

Understanding the historical contributions and cultural dimensions of dance.

Students analyze the function and development of dance in past and present cultures throughout the world, noting human diversity as it relates to dance and dancers.

**Key Concepts:**

*Development of Dance*

- 3.1 Identify and perform dances from countries studied in the history social science curriculum.

*History and Function of Dance*

- 3.2 Explain the function of dance in daily life during specific time periods and in countries being studied in history social science (e.g., North African, Middle Eastern, and Central American dance in ceremonies, social events, traditional settings, and theatrical performances).

*Diversity of Dance*

- 3.3 Explain how dance functions among people of different age groups, including their own.

*Suggested Time Frame: Applied throughout the year*

#### **Standard 4: 4.0 AESTHETIC VALUING**

Responding to analyzing and making judgments about works of dance.

Students critically assess and derive meaning from works of dance, performance of dancers, and original works according to the elements of dance and aesthetic qualities.

##### **Key Concepts:**

###### *Description, Analysis, and Criticism of Dance*

- 4.1 Demonstrate understanding of the elements of dance and the craft of choreography when critiquing two kinds of dance (e.g., solo, duet).
- 4.2 Identify assessment criteria used for outstanding performances in different styles of dance (e.g., theatre, social, ceremonial).  
*Meaning and Impact of Dance*
- 4.3 Explain and analyze the impact of live or recorded music on dance performances. (Recorded music is consistent. Live music can be altered).
- 4.4 Explain how different venues influence the experience and impact of dancing (e.g., a studio setting, traditional stage, theater in the round).

*Suggested Time Frame: Applied throughout the quarter*

#### **Standard 5: 5.0 CONNECTIONS, RELATIONSHIPS, APPLICATIONS**

Connecting and applying what is learned in dance to learning in other art forms and subject areas and to careers.

Students apply what they learn in dance to learning across subject areas. They develop competencies and creative skills in problem solving, communication, and management of time and resources that contribute to lifelong learning and career skills. They also learn about careers in and related to dance.

##### **Key Concepts:**

###### *Connections and Applications Across Disciplines*

- 5.1 Identify and use different sources to generate ideas for dance compositions (e.g., poetry, photographs, political/social issues).
- 5.2 Describe how dancing builds physical and emotional well-being (e.g., positive body imaging, physical goals, creative goals, focus/concentration).

###### *Development of Life Skills and Career Competencies*

- 5.3 Appraise how time management, listening, problem-solving, and teamwork skills used with other dancers in composing and rehearsing a dance can be applied to other group activities.
- 5.4 Research and compare careers in dance and dance-related fields.

*Suggested Time Frame: Applied throughout the quarter*





**Forensic Science**  
**Academic Content Standards**  
**(Course Outline)**  
**Grades 7 and 8: 6 Units/Quarter**

**Standard 1: SCIENTIFIC INVESTIGATION AND EXPERIMENTATION**

**Key Concepts:** Observation Skills, Crime Scene Basics and Data Analysis, Drawing Conclusions from Evidence, Fingerprinting Analysis, Hair and Fiber Analysis, Impression Evidence, Analyzing Eyewitness Accounts, Chromatography Lab

*Suggested Time Frame: First 3 Weeks and Applied throughout the year*

**Standard 2: STRUCTURE AND FUNCTION OF LIVING ORGANISMS (DNA AND GENETICS)**

**Key Concepts:** DNA characteristics, DNA Fingerprinting, Analyzing DNA in crime scenes

*Suggested Time Frame: 1 Week*

**Standard 3: STRUCTURE AND FUNCTION OF LIVING ORGANISMS (CIRCULATORY SYSTEM)**

**Key Concepts:** Blood Composition, Antibodies in Blood, Blood Spatter Analysis

*Suggested Time Frame: 1 Week*

**Standard 4: STRUCTURE AND FUNCTION OF LIVING ORGANISMS (SKELETAL SYSTEM)**

Key Concepts: Skeletal System, Bone Composition, Forensic Anthropology

*Suggested Time Frame: 1 Week*

**Standard 5: STRUCTURE AND FUNCTION OF LIVING ORGANISMS (INSECTS)**

Key Concepts: Forensic Entomology, Life Cycle of Insects

*Suggested Time Frame: 1 Week*

**Standard 6: CHEMICAL REACTIONS (CHROMATOGRAPHY, ACID/BASE REACTIONS, CHEMICAL AND PHYSICAL PROPERTIES OF MATTER)**

Key Concepts: Chromatography, Acid/Base Reactions, Chemical and Physical Properties of Matter, Forensic Toxicology, Powder Analysis

*Suggested Time Frame: 1 Week*

**HEALTH EXAMINATIONS**

The ~~Governing~~ Board of Trustees recognizes the importance of periodic health examinations conducted according to state health regulations. To determine the health status of students, facilitate the removal of handicaps to learning, and determine whether special adaptations of the school program may be necessary, the Board shall require that periodic examinations be conducted which include tests for vision, hearing, and scoliosis.

All personnel employed to examine students shall exercise proper care of each student being examined and shall ensure that the examination results are kept confidential. (Education Code §49450)

A parent/guardian may annually file a statement with the principal withholding consent to any physical examination of his/her child. The child shall be exempt, but shall be subject to exclusion due to a suspected contagious or infectious disease. (Education Code §49451)

*(cf. 5163—Infectious Diseases)*

The principal of each school shall notify parents/guardians of the rights of students and parents/guardians relating to health examinations.

The Board may from time-to-time require reports regarding the numbers of students found to have physical problems and the effort made to correct them. (Education Code §49457)

**Vision**

Students shall have their vision tested by qualified personnel authorized by the District. (Education Code §49452, §49454)

Students shall have their vision examined upon first enrollment in elementary school. Further examinations shall take place every three years until the student has completed eighth grade. The results of the vision appraisal shall be entered into the student's health record. All students shall be tested for visual acuity. Color vision shall be tested once and only in male students. (Education Code §49455)

~~The above~~ Evaluation of a student's vision may be waived ~~at the parent's/guardian's request by request~~ if the parent/guardian presents a certificate from either a medical doctor or an optometrist stating the results of an examination of the student's vision including visual acuity, and, in male children, color vision.

Visual defects, or any other defects, found as a result of the vision examination shall be reported to the parent/guardian with a request that remedial action be taken to correct or cure the defect. The written report shall not include a referral to any private practitioner. (Education Code §49456)



**HEALTH EXAMINATIONS** (continued)

The student may be referred to a public clinic, or diagnostic and treatment center operated by a public hospital or ~~by~~ the state, county or city department of public health. (Education Code §49456)

**Hearing**

Students shall have their hearing tested by qualified personnel authorized by the ~~D~~istrict upon first entry into the California public ~~s~~School ~~s~~System and in ~~G~~grades K, 2, 5, 8, and 10. The parent/guardian of students who fail the hearing test will receive written notification of the test results with a referral for further examination. (Code of Regulations, Title 17,2951)

**Scoliosis Screening**

The Board shall provide for the screening of students for the condition known as scoliosis. Every female student in the seventh grade and every male student in the eighth grade shall be screened. The screening shall follow the standards established by the State Department of Education and shall be performed by qualified personnel as specified by law. (Education Code §49452.5)

Persons performing the screening shall not solicit, encourage or advise treatment of the student for scoliosis. The same shall apply to any other condition discovered in the course of the screening for scoliosis. (Education Code §49452.5)

The parent/guardian of any student suspected of having scoliosis shall be notified. The notice shall include an explanation of scoliosis and the significance of treatment at a early age. A referral to appropriate community resources for diagnosis and treatment shall be made. (Education Code §49452.5)

*(cf. 5111—Admission)*

*(cf. 5165.1—Immunizations)*

*(cf. 5163—Infectious Diseases)*

**Interscholastic Athletic Competition**

All students who participate as cheerleaders, marching band members, members of auxiliary field units, or athletes in interscholastic sports are required to have on file a current medical examination performed by a Doctor of Medicine (M.D.), Doctor of Osteopathic Medicine, or a physician's assistant with their supervising M.D.'s signature of approval. Compliance with the medical examination requirement is not necessary for participants in a play day or a field day activity occurring occasionally during a school year in which students of one or more particular grade levels from two or more schools in the ~~D~~istrict participate in athletic contests.

## HEALTH EXAMINATIONS (continued)

If a student sustains an injury or serious illness, the student may be required by school personnel to have another examination prior to further interscholastic competition.

A student who has been excused from the physical education program because of a medical reason may not participate in any interscholastic athletic competition.

All students engaging in interscholastic athletic competition are required to meet accident insurance requirements prescribed by law.

~~(cf. 5177—Insurance)~~

### *Legal Reference:*

#### EDUCATION CODE

48211-48214 *Persons excluded*

48400-49410 *General powers-school boards (re student health)*

49450-49457 *Physical examinations (of students)*

#### HEALTH AND SAFETY CODE

3380-3389 *Immunization against communicable diseases*

3400-3409 *Tuberculosis tests for students*

#### CODE OF REGULATIONS, TITLE 17

6000-6075 *School attendance immunization requirements*

#### CODE OF REGULATIONS, TITLE 5

590-596 *Vision screening*

Policy  
adopted: August 18, 1997  
revised:

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
San Juan Capistrano, California



CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – REGULAR MEETING  
OCTOBER 10, 2011  
EDUCATION CENTER – BOARD ROOM

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

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

The Pledge of Allegiance was led by President Brick.

Present: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Student Advisor Ryan Pallas

Absent: Trustee Pritchard

**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](http://www.capousd.org)**

**Permanent Record**

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

**Adoption of the Board Agenda**

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

President Brick asked Trustee Alpay to facilitate the meeting.

**President's Announcement**

Trustee Alpay reported the following action taken during closed session:

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

**Agenda Item #3 A1 – Conference with Legal Counsel-Existing Litigation:**

Case No. 30-2010 00399169

The Board voted 5-1 to approve the settlement agreement in the amount of \$80,000, resolution of the lawsuit, and waiver of any and all rights to employment with the District.

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

**Agenda Item #3 A2 – Conference with Legal Counsel-Existing Litigation:**

Case No. 2011070630

The Board voted 6-0 to approve the settlement agreement in an amount not to exceed \$130,000 that resolves all past claims, as well as future obligations to provide educational services to the minor student through July 31, 2012.

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

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

**Agenda Item #3 C – Student Expulsion by Stipulated Expulsion:**

The Board voted 6-0 to expel the following student by stipulated agreement: Case #2012-001.

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

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

Store Manager Julie Jansen representing Albertsons on Pico in San Clemente was recognized for the assistance Albertsons provided during the evacuation of San Clemente High School in September.

**Special  
Recognitions**

The Student Body President from Aliso Niguel High School was not able to attend as scheduled.

**Student Body  
Report**

Trustee Hatton reminded the audience of the CARE Foundations' A Taste of Education event scheduled for October 13 and encouraged everyone to buy tickets for a chance to win a 2011 Toyota Prius.

**Board and  
Superintendent  
Comments**

Trustee Bryson thanked principals Jason Allemann of Dana Hills High School and Kevin Astor of Capistrano Valley High School for inviting her to their Homecoming football games and shared what a good time she had at both games.

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

**Oral  
Communications**

The following speakers addressed the Board:

- *Ronda Walen thanked the Trustees for approving the funds for the four-day Interest-Based Bargaining training CSEA and District staff participated in to assist with the negotiation process. Ms. Walen stated the training goes beyond the bargaining table and can be used by any organization as it provides techniques and strategies in communication.*
- *Mark Larinde, Heather Smith, and Rob Rutkowski requested the Board allow flyers to be distributed on school grounds for the Theatre Experience of Southern California.*
- *Keiko Faeta Kelly, David Elecciri, and David Marohnic spoke in support of Coach Eric Patton.*

## DISCUSSION/ACTION

Dr. Farley stated the original purpose for this item was to seek formal approval but the District received information today suggesting the Orange County Social Services Agency may be required to exhaust additional state and federal funding before filing this claim. Assistant Superintendent Sara Jocham explained the outstanding issue is whether or not the Orange County Social Service Agency can bill the state under SB90 for board and care for the time period July 1, 2010, through October 7, 2010. Legal counsel for the Social Services Agency said they could bill for SB90 mandated cost claims but they can't include the board and care costs. The State Controller's office and California Department of Education staff have indicated Social Services is allowed to submit claims for board and care costs for that time period. Staff is working to resolve this issue with the Orange County Department of Education legal counsel on behalf of all districts in Orange County. Mrs. Jocham stated there is a chance the District will need to pay the \$175,552.61 but only after due diligence to determine if the Orange County Social Services Agency has the capability to receive reimbursement for board and care costs from the state. Dr. Farley added this item will be brought back once this issue is resolved.

**Tort Claim  
Settlement  
Agreement  
Agenda Item 1**

The following speaker addressed the Board:

- *Gail Benda spoke of the importance, for the District, of obtaining funding for special education and board and care costs.*

Deputy Superintendent Ron Lebs reported construction of the relocatables and shade structure at Newhart Middle School has been closed out by the Division of State Architect with certification.

**Division of State  
Architect  
Agenda Item 2**

Trustee Addonizio requested staff include the natural gas issue on the monthly DSA reports or add it as a separate Board item on the agenda.

Trustee Alpay asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 3 and 9 were pulled.

**Items Pulled from  
the Consent  
Calendar**

## CONSENT CALENDAR

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

Readmission of students from expulsion: Case #2010-046, #2010-091, #2010-096, and #2011-044.

**Expulsion  
Readmissions  
Agenda Item 4**

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

**Purchase  
Orders/Warrants  
Agenda Item 5**

Orange County Superintendent of Schools to provide an online learning platform in which online learning classes can be created and housed.

**Income Agreement  
Agenda Item 6**

Master contract for special education services to be provided by Kids Institute for Development and Advancement, a non-public school.

**Master Contract  
Agenda Item 7**

Resignations, retirements, and employment of classified personnel.

**Resignations/  
Retirements/  
Employment  
(Classified  
Personnel)  
Agenda Item 8**

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

Trustee Palazzo pulled this item to abstain since she was absent from the September 26 Board meeting.

**Minutes  
Agenda Item 3**

It was moved by Trustee Addonizio, seconded by Trustee Brick, and motion carried by a 5-0-1 vote to approve the minutes of the September 26, 2011, regular Board meeting.

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

Trustee Palazzo asked Assistant Superintendent Jodee Brentlinger to explain first year temporary, second year temporary, and the 39-month rehire when we are rehiring our teachers.

**Resignations/  
Retirements/  
Employment  
(Certificated  
Personnel)  
Agenda Item 9**

Assistant Superintendent Jodee Brentlinger stated when the District was in an accelerated growth pattern, the hiring of teachers on temporary contracts was not closely monitored and not necessary as we needed more teachers every year. Declining enrollment in the last few years has required the District to revisit its authorization under the law to hire teachers on temporary contracts. For example, in the past, we did not backfill behind teachers on part-time contracts or hire teachers as temporary when they were paid using categorical funding sources. Now the District is doing a thorough alignment of how many positions are categorically funded, how many teachers are working on part-time contracts, and hiring teachers on temporary contracts that match the allotment provided by law. Another provision under the law states when a permanent teacher voluntarily resigns, but is rehired within 39 months, the teacher receives all rights afforded him/her as before he/she left, except the employee receives a new seniority date.

It was moved by Trustee Palazzo, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to approve resignations, retirements, and employment of certificated personnel.

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

**Adjournment**

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

Trustee Alpay announced the meeting adjourned at 7:39 p.m.

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Board Clerk

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Secretary, Board of Trustees

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Niguel Hills Middle School Boosters		iPad	Niguel Hills Middle School
Niguel Hills Middle School Boosters		iPad2	Niguel Hills Middle School
Oso Grande Elementary School PTA	\$325.31	school-wide flyers	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$1,249.90	student supplies	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$1,734.67	student supplies	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$1,800.00	student supplies	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$6,210.46	Art Masters program	Oso Grande Elementary School
PG&E Corporation	\$600.00	student supplies	Concordia Elementary School
Philip J. Reilly Elementary School PTA	\$10,500.00	primary music program	Philip Reilly Elementary School
Screamin' Media Group, Inc.	\$108.64	2nd quarter rewards	Marco Forster Middle School
Screamin' Media Group, Inc.	\$110.76	a cash contribution	Hidden Hills Elementary School
Screamin' Media Group, Inc.	\$144.39	supplies	Las Flores Middle School
Screamin' Media Group, Inc.	\$166.72	gift account	Arroyo Vista Elementary School
Target Take Charge of Education	\$167.22	a cash contribution	Palisades Elementary School
Target Take Charge of Education	\$174.59	a cash contribution	Canyon Vista Elementary School
Target Take Charge of Education	\$176.25	a cash contribution	Viejo Elementary School
Target Take Charge of Education	\$243.36	a cash contribution	Truman Benedict Elementary School
Target Take Charge of Education	\$248.81	a cash contribution	George White Elementary School
Target Take Charge of Education	\$260.46	a cash contribution	Crown Valley Elementary School
Target Take Charge of Education	\$275.39	a cash contribution	Hidden Hills Elementary School
Target Take Charge of Education	\$285.62	a cash contribution	John S. Malcolm Elementary School
Target Take Charge of Education	\$302.81	a cash contribution	Aliso Viejo Middle School
Target Take Charge of Education	\$303.11	a cash contribution	Harold Ambuehl Elementary School
Target Take Charge of Education	\$312.55	a cash contribution	Ladera Ranch Elementary School
Target Take Charge of Education	\$388.26	a cash contribution	Moulton Elementary School
Target Take Charge of Education	\$448.35	a cash contribution	Oso Grande Elementary School
Target Take Charge of Education	\$465.18	a cash contribution	Marian Bergeson Elementary School
Target Take Charge of Education	\$477.70	a cash contribution	Chaparral Elementary School
Target Take Charge of Education	\$487.76	a cash contribution	Philip Reilly Elementary School
Target Take Charge of Education	\$517.44	a cash contribution	Laguna Niguel Elementary School
Target Take Charge of Education	\$547.66	a cash contribution	Don Juan Avila Elementary School
Target Take Charge of Education	\$579.36	a cash contribution	Las Flores Middle School
Target Take Charge of Education	\$621.83	a cash contribution	Bathgate Elementary School
Target Take Charge of Education	\$728.17	a cash contribution	Barcelona Hills Elementary School
Target Take Charge of Education	\$765.69	a cash contribution	Dana Hills High School
Target Take Charge of Education	\$871.37	a cash contribution	Newhart Middle School
Target Take Charge of Education	\$1,066.23	a cash contribution	Canyon Vista Elementary School
Target Take Charge of Education	\$1,134.80	a cash contribution	Las Flores Elementary School
Target Take Charge of Education	\$1,300.22	a cash contribution	Capistrano Valley High School
Target Take Charge of Education	\$1,390.15	a cash contribution	Tijeras Creek Elementary School
Target Take Charge of Education	\$2,072.50	a cash contribution	Tesoro High School
Target Take Charge of Education	\$2,347.02	a cash contribution	Arroyo Vista Elementary School
United Way	\$100.00	school supplies	Don Juan Avila Elementary School
Vending Plus	\$300.16	a cash contribution	Newhart Middle School



<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Verizon	\$125.00	a cash contribution	Newhart Middle School
Viejo Elementary School PTA	\$201.19	Art Masters	Viejo Elementary School
Viejo Elementary School PTA	\$1,911.00	Art Masters	Viejo Elementary School
Vista del Mar Elementary School PTA	\$3,287.48	Art Masters	Vista del Mar Elementary School
Wood Canyon Elementary School PTA	\$1,405.67	Art Masters	Wood Canyon Elementary School

JOINT FACILITY USE AGREEMENT  
BETWEEN  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
AND  
CITY OF SAN JUAN CAPISTRANO

THIS JOINT FACILITY USE AGREEMENT ("Agreement") is made and entered into to be effective on the 20<sup>th</sup> day of September, 2011, by and between the City of San Juan Capistrano ("City) and the Capistrano Unified School District ("CUSD").

RECITALS:

1. Education Code §10900 et seq. authorizes CUSD to organize, promote and conduct programs for community recreation, and to cooperate in providing community recreation programs and facilities.
2. CUSD owns and operates Marco Forster Middle School ("MFMS"), which is located at 25601 Camino del Avion, San Juan Capistrano, California, and which had field areas that are suitable for use for community recreation programs.
3. On May 25, 1999, CUSD and City entered into a Joint Development and Joint Use Agreement for the development and construction of a roller hockey/multipurpose facility located at 3 Via Positiva, on the property of MFMS, which Agreement has expired.

4. City desires to coordinate, schedule and conduct community recreation programs on the City's roller hockey/multipurpose facility, located at 3 Via Positiva, on the property of MFMS, during times when it is not being used for school purposes.

5. CITY and CUSD desire to enter into this Agreement to provide use of the roller hockey/multipurpose facility at MFMS.

#### AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promise, covenants and conditions herein contained, the parties hereto agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is for the CITY and CUSD to work together to provide for the operation and/or public use, including use by community organizations, of the roller hockey/multipurpose facility, and to coordinate and schedule those uses along with the uses by the CITY and CUSD.

2. Use of MFMS by the CITY.

a. CUSD shall grant to the CITY the following:

- i. The use of the CITY's roller hockey/multipurpose facility, located at MFMS, including restrooms and parking lot during non-school hours;
- ii. The right to operate, coordinate, schedule and/or allow the operation and/or public use of the roller hockey/multipurpose facility during non-school hours; and

iii. Maintenance responsibilities for the roller hockey/multipurpose facility as set forth in Section 4(b) below

b. During the term of this Agreement, CUSD shall make the roller hockey/multipurpose facility available to the CITY for the stated purposes of this Agreement, CUSD shall take no actions which interfere with or inhibit the use of the roller hockey/multipurpose facility, including, but not limited to, the construction of temporary or permanent buildings on the area used for the roller hockey/multipurpose facility, subject to design review and approval by CUSD and the Division of the State Architect.

3. Scheduling the Use of the Roller Hockey/Multipurpose Facility.

- a. The CITY shall be responsible for and have the authority to control, coordinate, and/or schedule all use of the roller hockey/multipurpose facility during non-school hours.
- b. For purposes of this Agreement, school hours are defined to be from 8:00 a.m. to 3:30 p.m., Monday through Friday, for each day that school at MFMS is in session. It is understood and agreed that the starting and ending times for school hours may change from school year to school year, and that for each school year, the actual starting and ending times, will be those hours that school classes start and end as determined for each school year by CUSD.
- c. CUSD shall have the exclusive use of the roller hockey/multipurpose facility during school hours.
- d. The CITY shall control, coordinate, and/or schedule all non-school hours use of the roller hockey/multipurpose facility, including use by CUSD and

MFMS. The CITY shall establish a system to provide for the control, coordination and/or scheduling of the roller hockey/multipurpose facility, including controls and/or procedures for reserving the use of the roller hockey/multipurpose facility, providing supervision and assigning priorities for use of the roller hockey/multipurpose facility. The CITY and its contracted operator will be given first priority, CUSD will be given second priority and all others will be prioritized according to the CITY's controls and/or procedures. Use priority for all groups is based on facility availability. For CUSD to schedule use of the roller hockey/multipurpose facility at a particular time, it will have to contact the CITY at least thirty (30) days in advance of the date of the use. Additionally, the CITY shall schedule the use of the roller hockey/multipurpose facility to allow for maintenance/renovation purposes.

- e. The CITY shall insure that, as to the operation and/or reservation of use of the roller hockey/multipurpose facility by persons and organizations, that each such person or organization shall have in effect at the time of use of the roller hockey/multipurpose facility, general liability insurance coverage in the amount of at least \$1,000,000 per occurrence, and that the CITY and CUSD are named as additional insured on the applicable insurance policies.

#### 4. Maintenance of the Roller Hockey/multipurpose Facility

- a. CUSD shall be responsible for and pay all necessary costs incurred for the following:

- i. Maintenance and repair of the roller hockey/multipurpose facility necessary, and to maintain restrooms during school usage hours.
- b. CITY shall be responsible for and pay all necessary costs incurred for the following:
  - i. Maintenance and repair of the roller hockey/multipurpose facility necessary, and to maintain restrooms during non-school usage hours.
  - ii. All electrical utility costs.

5. Use of Other MFMS Facilities.

The CITY and the persons, organizations, and/or concessions that use the roller hockey/multipurpose facility pursuant to permits issued by the CITY may have non-exclusive access to and use of the MFMS parking lots.

6. Charges for Use of the Roller Hockey/Multipurpose Facility.

The CITY may charge the persons and organization that operate and/or use the roller hockey/multipurpose facility during non-school hours an operations, user fee, or charge for such use as set by contract or fee resolution of City Council.

The purpose of this fee is for the CITY to recover the costs it incurs in scheduling the use of and maintaining the roller hockey/multipurpose facility. CUSD shall not be charged for its use of the roller hockey/multipurpose facility either for use during school hours or for use during non-school hours. CUSD shall not charge either the CITY or the public for the use of the roller hockey/multipurpose facility during non-school hours.

7. Term.

The term of this Agreement shall be for ten (10) years commencing September 20, 2011. This Agreement may be terminated by either party with one hundred eighty (180) days prior written notice to other party. Upon written agreement of both parties, this Agreement may be extended for an additional five (5) year term.

8. Cooperation of the Parties.

The CITY and CUSD shall cooperate and take all actions necessary to achieve the purposes of this Agreement. Each party shall designate a particular person to be responsible for the performance of that party's duties and responsibilities pursuant to this Agreement.

9. Indemnification and Insurance.

- a. CITY shall save and hold CUSD harmless to the extent authorized by law from any or all claims or causes of action for injury of persons, including death, or damages to property resulting from or which may arise by reason of any dangerous or defective condition of equipment or other improvements installed or constructed by CITY, on property owned by CUSD, or a failure to maintain said equipment and improvements installed or constructed by CITY in a safe condition or which might arise as a result of acts or omissions of employees of CITY. CITY shall maintain, at all times this Agreement is in force, general liability insurance, self-insurance or liability coverage through a self-insurance pool of not less the One Million Dollars (\$1,000,000).
- b. CUSD shall save and hold CITY harmless to the extent authorized by law from any or all claims or causes of action for injury of persons, including

death, or damages to property resulting from or which may arise by reason of dangerous or defective condition of equipment or other improvements installed or constructed by CUSD, on property owned by CUSD, or a failure to maintain said equipment and improvements installed or constructed by CUSD in a safe condition or which might arise as a result of acts or omissions of employees of CUSD. CUSD shall maintain, at all times this Agreement is in force, general liability insurance, self-insurance or liability coverage through a self-insurance pool of not less than One Million Dollars (\$1,000,000).

- c. The CITY and CUSD each agree to provide thirty (30) days' written notice to the other party if it proposes any substitution, change, or other modification of the aforementioned insurance coverage which will result in a decrease in the scope or the amount of such coverage.

#### 10. Notices.

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed to the address of the parties to be notified which appears below, but each party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of ten (10) calendar days following the date of mailing of the notice.

CITY:     Attn: Manager, Community Services Department  
          City of San Juan Capistrano  
          25925 Camino del Avion  
          San Juan Capistrano, CA 92675



CUSD: Attn: Executive Director, Facilities  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

11. Entire Agreement.

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter of this Agreement, and contains all of the covenants and agreements between the parties with respect to this matter. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to this matter by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding this matter not contained in this Agreement shall be valid or binding. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties to this Agreement.

12. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of California. Any legal action in which enforcement of the terms and conditions of this Agreement is requested, or in which it is alleged that a breach of this Agreement has taken place, shall be filed and prosecuted in the County of Orange, California.

13. Breach of Agreement.

If either party defaults in the performance of any of the terms or conditions of this Agreement, it shall have thirty (30) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance.

In the event that the defaulting party fails to cure its default within such period of time, the non-defaulting party shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of a party to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

**14. Attorneys' Fees.**

If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which shall be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

**15. Severability.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

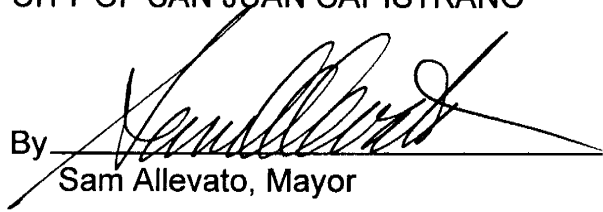
**16. Successors and Assigns.**

The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first hereinabove written.

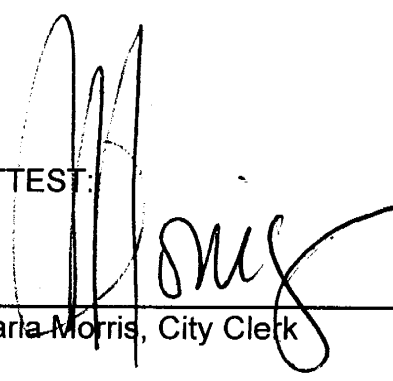
"CITY"  
CITY OF SAN JUAN CAPISTRANO

By   
Sam Allevato, Mayor

"CUSD"

By \_\_\_\_\_  
Superintendent or Designee

ATTEST:

  
Maria Morris, City Clerk

APPROVED AS TO FORM:

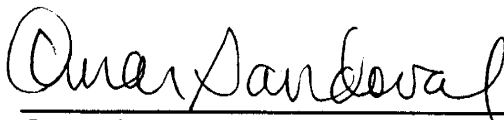
  
Omar Sandoval, City Attorney

Exhibit A





**LIMITED USE LICENSE AGREEMENT  
(Arroyo Vista Elementary School)**

(July, 2009 Version)

This Limited Use License (the "License") is made this 22<sup>nd</sup> day of **November, 2011**, by and between RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION, a California Non-profit Mutual Benefit Corporation, (hereinafter "SAMLARC") and the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter "DISTRICT"). As used herein, DISTRICT shall include the School District, its Governing Board, employees (both full and part time), volunteers, students and/or invitees.

**RECITALS**

A. SAMLARC is the owner of certain real property located in the County of Orange, State of California, described as Lot 4, Tract No. 13084, as per map filed in Book 618, Pages 43-48, inclusive of Miscellaneous Maps, located in the Official Records of the County of Orange (hereinafter the "Park") and more commonly known as Arroyo Vista Park (See Exhibit "A").

B. The Park is located within a planned community known as Rancho Santa Margarita and is maintained by SAMLARC. Members of the planned community pay monthly assessments to SAMLARC which are used in part for the upkeep, repair, improvements and maintenance of the Park.

C. The members and property of SAMLARC (including the Park) are subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928 in the office of the Orange County Recorder (hereinafter "Declaration"). The Declaration provides that SAMLARC has the authority and the duty to maintain and manage the Park.

D. DISTRICT which defines "Elementary School" as Kindergarten through Fifth Grade, owns and operates an Elementary School, known as Arroyo Vista School ("School") adjacent to the Park. DISTRICT is desirous of utilizing the Park for limited Elementary School related Activities as set forth on Exhibit "B".

E. SAMLARC is willing to grant DISTRICT the right to use that portion of the Park shown on Exhibit "C" for limited Elementary School (K-5) related Activities, in accordance with the terms of this License.

THEREFORE, in order to provide limited access and use of the Park for Elementary School related Activities by DISTRICT and to establish the mechanism and procedures for the DISTRICT to pay a fair and reasonable expense associated with its use of the Park,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1.00 Recitals Incorporated. The above RECITALS are an integral part of the License and are incorporated herein by this reference.

1.01 DISTRICT License to Enter and Use the Park. SAMLARC hereby grants to DISTRICT a non-exclusive license to enter upon and use, as limited and described herein the area of the Park shown on Exhibit "C", for the limited activity purposes set forth herein and for no other

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District Limited Use License Agreement  
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purpose, subject to DISTRICT's strict compliance with all the terms of this License; provided, that DISTRICT's use of the Park shall not unreasonably interfere with the reasonable use and enjoyment thereof by SAMLARC or any persons claiming the right to use the Park through, by or under SAMLARC. All such use of the Park pursuant to this License shall also be in accord with the Detailed Use Guidelines as shown on Exhibit "D" instituted by SAMLARC.

1.02 Purpose of DISTRICT License Use. It is hereby understood and agreed that DISTRICT shall have the limited right to enter upon and use the Park, for Elementary School related Activities, as shown and described on Exhibit "B", which are compatible and consistent with the improvements located upon those areas of the Park shown on Exhibit "C". Such use shall not include Physical Education classes, team sports practice and/or games, whether intramural or interschool, or any special events beyond those shown on Exhibit "B" without the prior written approval of SAMLARC.

1.03 Limitations on DISTRICT Right to Enter and Use. The limited rights of entry and use granted by this License to DISTRICT are: (a) limited to the specific purposes provided for herein; and (b) non-exclusive to the extent that other persons also have or will acquire non-exclusive rights for the use and enjoyment of the Park; (c) shall occur during the hours of 8:00 a.m. to 2:00 p.m. on Regular School Days only as described in Section 4.01 hereinbelow; and, (d) conditioned upon the obligation of DISTRICT to inspect the area(s) of the Park to be used by the Elementary School, prior to every use, to assure its suitability for such use. For purposes of this License, "Regular School Days" shall mean only those days when classes are held during the normal school year. "Regular School Days" shall not include: Federal and State holidays; in-service days; nor summer, winter or other vacation or break days. SAMLARC, except as otherwise specifically set forth herein, shall continue to exclusively control the management, improvements, maintenance, repair and restoration of the Park, which include the right to temporarily restrict access to the Park by DISTRICT, in the reasonable performance of such activities.

1.03.1 Nuisance. No activity within the Park allowed/sponsored/supported by DISTRICT, whether supervised by DISTRICT or not, may be or become a nuisance to other Park users, neighboring property owners or SAMLARC.

1.03.2 Vehicles. No vehicle access on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.3 Animals. No right or permission to bring an animal or animals of any kind or type, on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.4 Construction. No right or permission to construct, install, or erect any structure, device or other item, regardless of size, use or function, whether temporary or permanent on, upon, over or in the Park is granted to DISTRICT by this License.

1.04 Management. SAMLARC will retain the exclusive right to make management decisions concerning the use of the Park. This management right will include the right to establish, amend, implement and enforce reasonable rules and regulations for the use of the Park by its own members of the planned community, and DISTRICT. This management right includes but is not limited to the right to establish the level of maintenance of the Park.

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2.01 Term. This License shall begin November 22, 2011 and end on June 22, 2012. SAMLARC covenants and agrees not to sooner terminate the license granted hereby prior to the ending date specified herein provided DISTRICT has complied and continues to comply with all of the terms of this License, and is not in default under any of the terms and conditions hereof.

3.01 (Intentionally Left Blank)

3.02 Sharing of Expenses. DISTRICT hereby promises, covenants, agrees and commits to pay to SAMLARC the following expenses as a portion of the consideration for the grant of this license:

(a) A proportion of the annual costs and expense of operation and maintenance of the Park. This proportion of the cost will represent a share of the normal and regular operation, maintenance and repair expenses incurred by SAMLARC relative to the Park. These expenses specifically include the cost of operation and maintenance and repair of the DISTRICT use area shown on Exhibit "C" which are part of the license granted to DISTRICT. During the term of this License the amount of these normal costs and expenses payable by DISTRICT is agreed to be Five Thousand Dollars (\$5,000.00).

(b) During the term of this License, DISTRICT shall be responsible for and pay any extraordinary expenses incurred and/or for any abnormal damage done to the Park by DISTRICT beyond the normal wear and tear experienced from everyday use by members of the planned community. In determining the nature and the extent of any abnormal damage to the Park, SAMLARC's landscape contractor whose services are utilized by SAMLARC, shall make the final decision in determining the nature and extent of the abnormal damage. Any and all repair work occasioned by abnormal damage done to the Park by DISTRICT shall be done by SAMLARC's landscape contractor and shall be billed to DISTRICT. DISTRICT shall pay such billing within thirty (30) days of receipt.

(c) Such other expenses and costs as are mutually agreed upon in writing from time to time by SAMLARC and DISTRICT.

3.03 Payment Schedule Period. For this term, the DISTRICT share of annual costs and expenses under this License shall be billed to DISTRICT. Payment in full shall be due no later than December 1, 2011.

3.04 Late Charges and Interest. Any payment due hereunder which is paid more than fifteen (15) days after the due date, shall be subject to a 15% late charge which shall be due when levied. Additionally, any payment, including late charges, which is not paid within thirty (30) days of its due date shall be subject to interest at the rate of 12% per annum from the 30th day until the amount shall be paid in full.

3.05 Eliminating Damage to the Park. When an activity of DISTRICT is causing excessive damage to the Park, DISTRICT shall, at the written request of SAMLARC, discontinue such activity. In the alternative, DISTRICT may within thirty (30) days of any such request to discontinue by SAMLARC provide sufficient cash to repair the existing damage and to periodically repair the damage caused by the activity complained of together with a discontinuance of the activity periodically for a sufficient length of time for the repairs to be made by SAMLARC to the damaged areas of the Park. The amount of such cash and the frequency of such repairs shall be set by

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SAMLARC. SAMLARC agrees to give DISTRICT five (5) days written notice of such repair work and the need for DISTRICT to discontinue use of a portion of the Park prior to the repair commencing. Notwithstanding the above, should an emergency arise which requires immediate repair and/or restoration SAMLARC may make such repair and/or restoration with shorter notice or no notice at all to DISTRICT prior to commencing the repairs. SAMLARC agrees to use its best efforts to accommodate the School schedule in making such repairs.

**4.01 Priority of Use.** During all Regular School Days, and so long as DISTRICT is current in the payment of its obligations under this License and not otherwise in breach of this License, DISTRICT shall be entitled to a priority of use of the Park for the limited Elementary School related Activities, as shown and described on Exhibit "B", during the within specified times: 8:00 a.m. – 2:00 p.m., Monday through Friday, on Regular School Days. The District shall incorporate the Elementary School related Activities on the list of activities in the Monthly Calendar of Use specifying thereon the date, time and activity.

For purposes of this License, "Priority of Use" shall mean that:

(a) SAMLARC will not on Regular School Days schedule nor allow any other individual and/or group to reserve use of the Park as described in Sections 1.01 and 4.01 hereinabove as available for DISTRICT use, during the specified times set out in this Section; and,

(b) SAMLARC may notify the members of the planned community in writing of the times of the DISTRICT use of the Park and advise its members that DISTRICT is entitled to a priority of use. Such written notice need not be a direct mail notification to the owners/residents but may be included in the SAMLARC newsletter or on the SAMLARC website.

(c) It is understood and agreed that no use of the Park by DISTRICT shall change the ownership or nature of the Park to school property.

This language shall not require nor imply that SAMLARC can, nor will, patrol the Park nor remove its members, who may also be using the Park during DISTRICT's priority of use. DISTRICT shall have no right to use the Park for any purpose other than those Elementary School related Activities as shown and described on Exhibit "B", nor outside the Regular School Days and the times specifically provided herein unless they have secured the prior written consent from SAMLARC for a special event.

**5.01 Special Events.** Should DISTRICT desire to utilize the Park outside the Regular School Days and times specified herein, for a special event and/or in preparation for a special event, which is not listed on Exhibit "B" and which will necessitate the exclusive or priority use of the Park by DISTRICT in preparation and/or in the holding of the special event, then DISTRICT must secure the issuance of a Facilities Use Permit from SAMLARC for such extra use. If a Facilities Use Permit is issued/granted by SAMLARC, the provisions of this License will apply to such special event and/or preparation for a special event.

All special events and/or additional charges for the preparation for and/or the holding of the special event shall be set forth in the written permission granted by SAMLARC to DISTRICT and shall be due and payable prior to holding of the special event. The utilization of the Park by DISTRICT for the preparation and/or the holding, of any such special event, shall be DISTRICT's

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agreement to the payment of the special event charge and an acknowledgment of its reasonableness.

6.01 Capital Improvements to Park. Should DISTRICT desire to make any capital improvements to the Park, DISTRICT may do so only after having secured the prior written consent of the Board of Directors of SAMLARC. All expenses associated with the capital improvement must be borne by DISTRICT exclusively unless SAMLARC agrees to share in the expense. Any such agreement to share in the expense for a capital improvement desired by DISTRICT must be in writing and signed by SAMLARC.

6.02 Limitation on Repairs. DISTRICT shall make no repair(s) to the Park without the prior written consent of SAMLARC except and unless such repairs are of an emergency nature.

7.01 Vandalism. Where vandalism occurs in, on or to the Park during the Regular School Day or during a special event the cost of the repair and restoration necessitated by the vandalism shall be borne by DISTRICT exclusively if the perpetrators are known to be employees, staff, or students of DISTRICT or their guests, invitees and/or agents. Otherwise, the cost of the repair and restoration necessitated by the vandalism shall be shared by DISTRICT and SAMLARC.

7.02 Liability Insurance. DISTRICT shall provide a policy of general liability insurance with respect to the DISTRICT use of the Park in a form, and on such terms as approved by SAMLARC.

This liability policy shall provide coverage for any property damage, bodily injury, personal injury and/or death which occurs or is occasioned due in whole or in part to negligence by DISTRICT.

This insurance policy will be primary and non-contributory as to any SAMLARC owned policies, and SAMLARC requests the right to be notified if there is any termination, cancellation, or non-renewal of that policy.

This policy shall name SAMLARC (including all of its corporate directors, officers and volunteers) and Merit Property Management, Inc. (herein "Merit") as additional insureds. This liability policy shall not permit nor require any contribution from SAMLARC nor any SAMLARC policy of insurance which might also cover the Park. The policy limits shall be at least \$3,000,000 per person, per occurrence in its limits.

7.03 Proof of Insurance. DISTRICT shall provide written evidence of current insurance to SAMLARC no later than November 23, 2011. Any insurance renewal shall meet the requirements of this License. Proof of such insurance shall be sent to SAMLARC, 22342-A, Avenida Empresa, Suite 102-A, Rancho Santa Margarita, CA 92688.

7.04 Indemnification. DISTRICT hereby agrees to indemnify and hold SAMLARC and its managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the negligence of DISTRICT in the use of the Park pursuant to this License. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of SAMLARC.

SAMLARC hereby expressly agrees to indemnify and hold DISTRICT free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the sole negligence, willful misconduct or gross

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negligence of SAMLARC in connection with the management, operation and maintenance of the Park. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of DISTRICT.

These indemnity provisions shall extend to claims occurring after this License is terminated as well as while it is in force. DISTRICT and SAMLARC agree that if any action is brought by one against the other to enforce the terms of this License, then the prevailing party in such action shall be entitled to recover from the other party thereto all reasonable attorney's fees and costs of such suit, as determined and ordered by the court.

8.01 Supervision. DISTRICT agrees to provide the same standard and level of supervision of the students within the Park as is provided within the School grounds. DISTRICT shall exercise such control as is necessary to avoid damage to the Park, its landscaping and improvements and/or injury to persons using the Park.

8.02 Rest Room Use. The Park rest rooms are to remain locked at all times and are not to be used by DISTRICT.

8.03 (a) (Intentionally Left Blank)

(b) Park Use Closure Due to Inclement Weather. SAMLARC reserves the right to close any SAMLARC field due to inclement weather. During inclement weather, DISTRICT shall be responsible for obtaining, and abiding by, the Open or Closed decision as posted on the SAMLARC "Mud Line". SAMLARC will make the final decision regarding closures, in its sole and absolute discretion.

The Mud Line number is (949) 448-6217. Park conditions will be posted on this line no later than 7:30 a.m. of the applicable Regular School Day, Monday through Friday. Conditions will be posted earlier as the nature of the inclement weather dictates.

9.01 DISTRICT Contact Person. DISTRICT shall provide the name, address and phone number of an individual who will act as the contact person on behalf of DISTRICT. This contact person must have the authority to act and make decisions on behalf of DISTRICT for all purposes relating to the usage of the Park. The information about the contact person shall be updated as necessary by written notice to SAMLARC. The DISTRICT contact person is: Cary Brockman, Director of Facilities Planning, 33122 Valle Road, San Juan Capistrano, CA 92675-4792, (949) 234-9449.

9.02 SAMLARC Contact Person. SAMLARC shall provide the name, address and phone number of a person for DISTRICT to contact in order to make inquiries and provide information and assurances. The information about the contact person shall be updated as necessary by written notice to DISTRICT. The initial SAMLARC contact person is: Candice Fullenkamp, Executive Director, Merit Property Management, 22342-A, Avenida Empresa, Suite 102-A, Rancho Santa Margarita, California 92688 - Direct: 949-209-5075 - [cfullenkamp@meritpm.com](mailto:cfullenkamp@meritpm.com).

9.03 Communication. In recognition of the need to resolve problems quickly and because of the proximity of the Park, the School and the homes of the SAMLARC members, DISTRICT and SAMLARC agree to promptly respond to all communications (whether written, or oral, by mail or electronic) within twenty (20) calendar days of sending by the other party. Should follow-up (whether written or oral) communication be required, such follow-up will be completed within thirty (30) calendar days of the other parties' prior communication. Both party's to this License agree to use

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their best efforts to resolve any problems which arise (whether related to this License or otherwise) as quickly as possible. Failure by either party to promptly communicate with one another shall be a breach of this License.

10.01 Breach. In addition to causes or reasons described hereinabove, the following shall be deemed a breach of the within License.

(a) The failure to pay any sum levied by SAMLARC within thirty (30) days of its due date;

(b) The late payment of any two billings within any twelve (12) month period. This Section is intended to include levied annual costs, expenses, late charges, and/or unpaid interest that may be late from a prior and/or subsequent License period as well as any of those which may be levied during the terms of this License.

(c) The failure by SAMLARC or DISTRICT to fulfill any non-monetary obligation and/or promise made and/or undertaken hereunder where such failure continues more than thirty (30) days after written notice thereof is given.

(d) The failure of SAMLARC to provide priority use of that portion of the Park covered by this License.

11.01 Assignability. Neither SAMLARC nor DISTRICT may assign this License or any of the rights or obligations hereunder without the express written consent of both of the parties to this License.

11.02 Waiver of Rights and Obligations. No waiver of any right or obligation provided or required under this License, may be effective unless executed in writing by the party relinquishing the right or excusing the obligation. Any such waiver of a right or obligation under this License shall be limited to the specific right or obligation set out in the written waiver and shall not be considered to have waived any other section or sections of this License that are not specifically set forth in the written waiver.

11.03 Applicable Laws. This License shall be interpreted, construed, enforced and governed by the laws of the State of California.

11.04 Recording Not Permitted. Neither party to this License may record either this document or a purported summary of this document without the express written consent of the other.

11.05 Entire Agreement. The written expression of this License contains the entire understanding of the parties hereto with respect to this License. No statements, promises or understandings of any kind not contained herein were made to or by either of the parties thereto unless expressly set forth within this License. All exhibits which are referenced herein (Exhibits "A" through "D") are hereby incorporated into this License as though fully set forth herein.

11.06 Modification. No supplement, modification or amendment to this License may be made unless contained within a written expression of such modification, supplement or amendment signed by both of the parties to this License.

11.07 Attorney's Fees. Should it be necessary to file an action at law or in equity to interpret and/or enforce the provisions of this License, the prevailing party shall be entitled to reasonable attorney's fees together with the costs of the suit, if so ordered by the Court.

11.08 Representation of Authority. Each party hereto warrants and represents that all of the actions, steps and/or resolutions necessary to empower the signer to make and enter into this

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License by and on behalf of each of the parties hereto has been fully and faithfully taken so as to authorize and bind each of the respective parties to this License.

11.09 Mediation Prior to Litigation. Each party to this License agrees that prior to any litigation brought to enforce any term of this License, the Parties will first make a reasonable attempt to mediate the dispute through non-binding mediation.

The Association:

**RANCHO SANTA MARGARITA  
LANDSCAPE AND RECREATION  
CORPORATION**

By: \_\_\_\_\_  
Donald S. Chadd, President

By: \_\_\_\_\_  
Cindy Cossairt, Secretary

Date: \_\_\_\_\_

Address: 22342-A, Avenida Empresa, Suite 102 – A  
Rancho Santa Margarita, CA 92688  
Phone: 949/209-5085  
Fax: 949/589-6603  
Contact Person: Candice Fullenkamp  
Email: cfullenkamp@meritpm.com

The District:

**Capistrano Unified School District**

By: \_\_\_\_\_  
Ronald N. Lebs, Deputy Superintendent,  
Business & Support Service

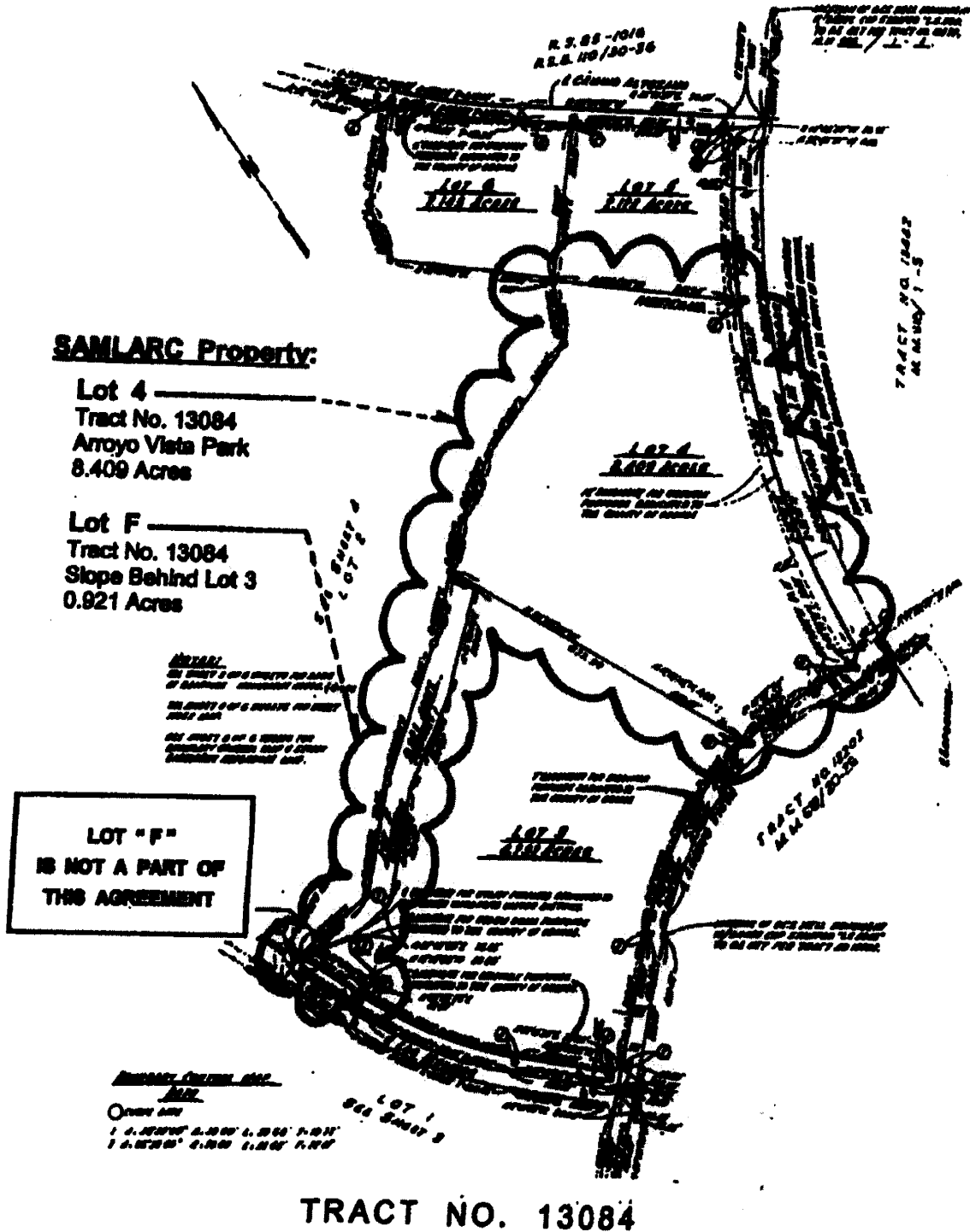
Date: \_\_\_\_\_

Address: 33122 Valle Road  
San Juan Capistrano, CA 92675-4792  
Phone: 949-234-9449  
Contact Person: Cary Brockman  
Email: CBROCKMAN@capousd.org

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**EXHIBIT A**

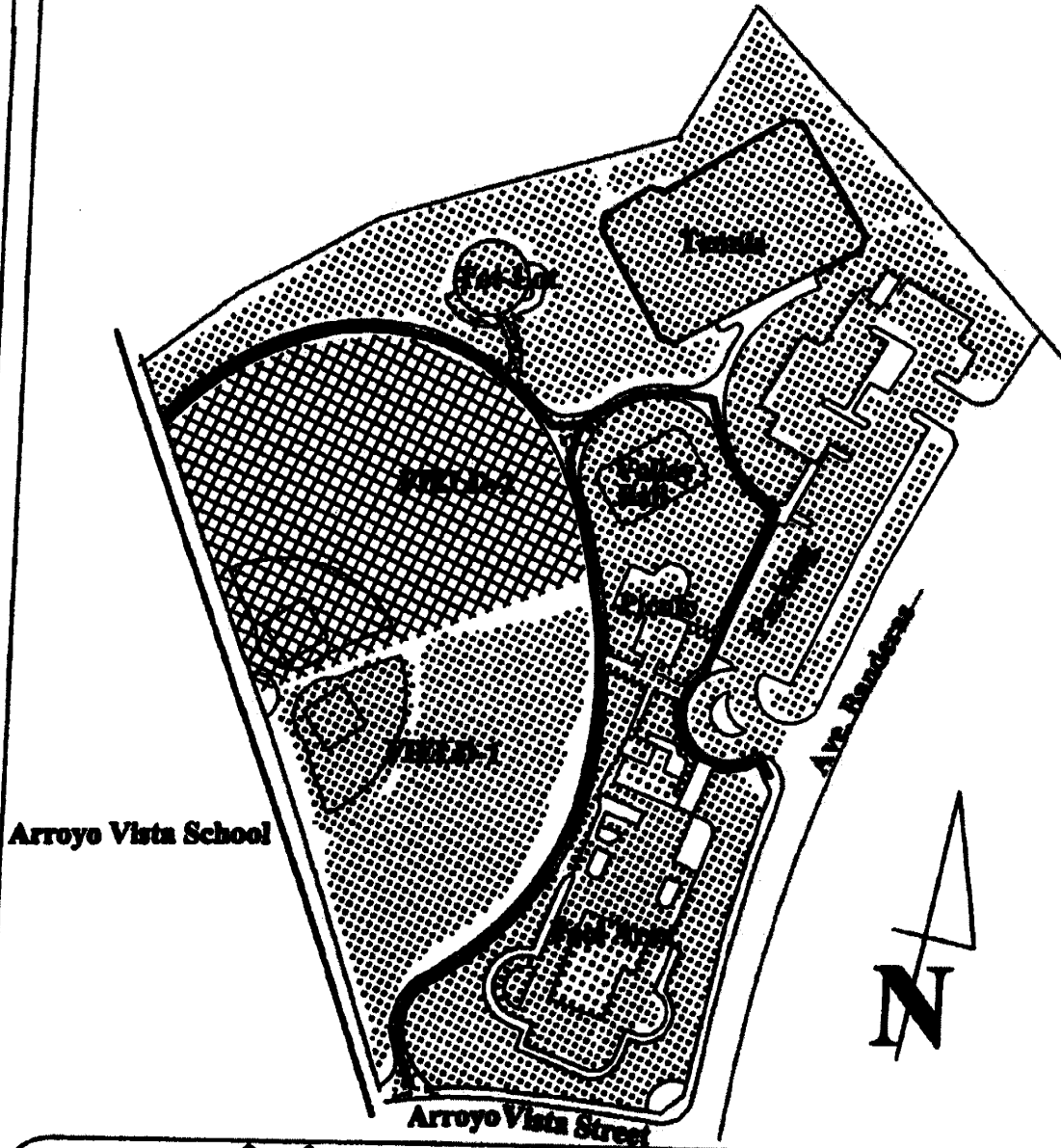


## Exhibit B

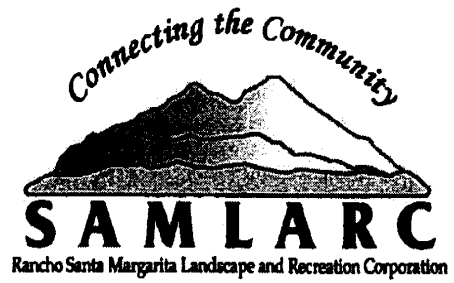
### ARROYO VISTA ELEMENTARY SCHOOL ESTIMATED USE OF PARK 2011-2012

Grade	Number of Students (Approximate)	Activities	Time Frame
Kindergarten	100	Teddy Bear Picnic (one time in spring)	90 Minutes a.m. 90 Minutes p.m.
Grade 1	100	Bug Hunt (twice in September) Kickball (2days per week – one month in spring) End of Year Party (June)	2.5 Hours
Grade 2	120	One Activity (spring)	2.5 Hours
Grade 3	100	Kickball (twice a month or less)	30 Minutes
Grade 4	125	Kickball (once a week, one ball field) Gold Rush Days (spring) Junior Olympics (spring activity with fifth grade)	60 Minutes 1 School Day 4 School Days
Grade 5	135	Daily Activities – run around perimeter Softball/Kickball/Field Activities- (two days per week, one ball field) Colonial Day (one time activity in February or April) Junior Olympics – (spring activity with fourth grade) Softball: Staff vs. 5 <sup>th</sup> Grade – June (one time activity) Softball Practice for above game (one month prior, three times a week approximately 20 students) Year-end 5 <sup>th</sup> Grade Celebration (one day)	2 School Days    4 School Days

# EXHIBIT C



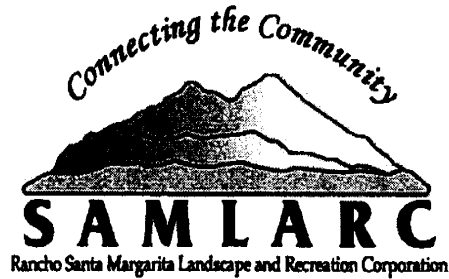




## **EXHIBIT D**

### **Detailed Use Guidelines – Sports Fields**

- **No. 8 – Preventive Maintenance – Soccer/Football Practices**
- **No. 9 - Inclement Weather Sports Field Close Down**
- **No. 16 – One-Time Use of Sports Fields**



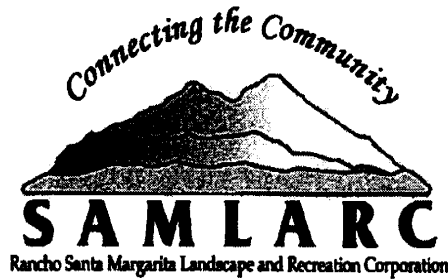
## **EXHIBIT D**

### **Detailed Use Guidelines – Sports Fields**

#### **No. 8 – Preventive Maintenance – Soccer/Football Practices**

This section describes the permit holder's obligation and responsibility for practicing preventative maintenance at all practice sessions held on SAMLARC soccer or football Park Sports Fields.

1. The permanent game goals must not be used during practices in order to prevent goal mount turf destruction.
2. Alternate goal systems must be employed in other non-game goal-mount areas. Alternate systems include cones, portable goals, etc.
3. Set drills must be practiced both in different, alternating areas and, purposely away from visibly "worn" turf areas.
4. No vehicles or other heavy equipment of any type is allowed on park turf surfaces.
5. The Use Guideline No. 9 - Inclement Weather Park Shut Down must be adhered to for inclement weather conditions.



## **EXHIBIT D**

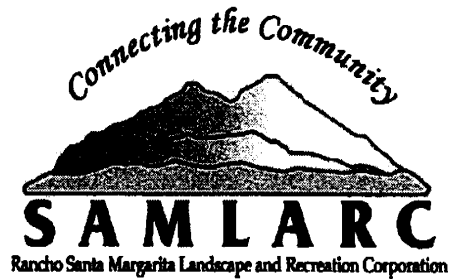
### **Detailed Use Guidelines – Sports Fields**

#### **No. 9 - Inclement Weather Sports Field Close Down**

SAMLARC reserves the right to close any SAMLARC Park Area and/or Park Sports Field due to inclement weather. The SAMLARC Parks Use Manager will make the final decision regarding closures, in his/or hers sole and absolute discretion.

The following Sports Field closure policy and criteria will be used, and must be followed by any and all organizations using SAMLARC Parks and Parks Sports Fields. The purpose of this policy and criteria is to encourage each organization and its members to develop a sense of responsibility towards protecting the Sports Fields.

1. SAMLARC has established a phone call-in "Mud Line" for posting information regarding Sports Field playability. Field closure status should not be obtained from any other source. However, the "message" will be sent to all those affected. Also, the "message" will be posted on the SAMLARC web site.
  - a. The "Mud Line" number is: 949-448-6217
  - b. Field conditions will be posted no later than 1PM of each day, Monday through Friday.
  - c. Weekend conditions will be posted no later than 5pm on Friday.
2. It will be the Parks Use Manager's duty to inspect Sports Field during, after, or pending inclement weather.
3. If it is determined that Sports Field(s) should be closed and is so posted on the "Mud Line", "Field Closed" signs will be put on closed field(s). It then becomes the user's responsibility to obtain, disseminate, and assure compliance with, the Mud Line-posted playability instructions.
4. Field closures decisions shall be based on the following:
  - a. No practices or games may take place while rain is in progress. Use can be resumed at the discretion of the on-site official in charge.
  - b. There is no automatic hours-of-rain shut down. Each day, each park, each field will be considered separately in the sole and exclusive discretion of the SAMLARC Park Use Manager with inputs from the Landscape Contractor.
  - c. Park Sports Fields may be closed for multiple days as deemed necessary by current inclement weather conditions.
  - d. Closure of specific Sports Field types shall be determined using (principally but not exclusively) the following criteria:

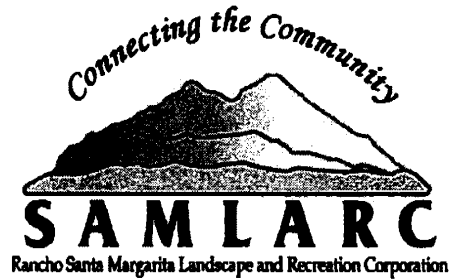


## **EXHIBIT D**

### **Detailed Use Guidelines – Sports Fields**

- (1) **Brick dust ball diamonds - (softball or baseball).** If the brick dust is muddy and/or slippery, preventing sure-footed running or proper consistent ball bounce, then the diamond will be closed for play. The determining factor: Infield play integrity and safety.
  - (2) **Grass/Turf field- (soccer or football).** If the water has collected on established grass, or if bare ground is muddy and slippery, or if partially established grass is soft due to rains - the grass field will be closed for play. The determining factor: Destruction of turf, and safe play integrity.
  - (3) **Rule of Thumb.** If a brick dust ball diamond is not playable due to the criteria listed above, the outfield grass of that diamond (used for soccer or football) is not playable.
5. The above policy and criteria does not preclude any user organization from stopping use on their own during inclement weather conditions. If the weather conditions do not warrant a "Field Closed" decision prior to the "mud Line" posting times (1:00pm weekdays, 5:00pm Fridays), the user organization has the ability and responsibility to subsequently make decisions based on the criteria above. Failure to do so may result in loss of permit use authorization. The mudline message will reflect this requirement.

This especially applies to weekend use where posting is done Friday evenings. User organizations are encouraged to develop their own weekend game-day rainout procedures for closing fields.



## **EXHIBIT D**

### **Detailed Use Guidelines – Sports Fields**

#### **No. 16 – One-Time Use of Sports Fields**

This Guideline provides the specific instructions to follow for Priority IV groups when using SAMLARC Sports Field facilities. These include baseball, softball, and soccer fields; and, basketball and volleyball courts. All Detailed Use Guidelines are ancillary to the general SAMLARC Policies and Guidelines, Section V.A., I., and J.

1. Use of a snack bar or amplified sound is not permitted.
2. No additional equipment, modifications, prepping, signage, banner postings, dugout covers, bleachers, platforms, etc., are to be made, kept, displayed, or brought on, to the park Sports Fields or courts. The permitted area must be used as is.
3. The permittee is responsible for insuring that all sports equipment used during the use of this permit is used as instructed by the equipment manufacturer.
4. No cars or trucks are allowed on the park.
5. Hitting baseballs or softballs against any backstop or side fencing is not allowed.
6. If night lighting is permitted, SAMLARC shall be solely responsible for setting of lights ON and OFF.
7. It is the responsibility of permittee to call "Mud Line" (949-448-6217) to determine if fields are open for use during inclement weather conditions. Permittee must abide by the decision posted.
8. Any in-use malfunctions (lights, circuit breakers, and sprinklers) must be reported to SAMLARC immediately and handled as determined by SAMLARC personnel. Permittee shall not attempt to correct the malfunction.
9. Any Sports Field irregularities such as loose bases, exposed plate edges, etc., should be reported to the SAMLARC Park Use Manager immediately.
10. Any unusual problem that requires immediate notification of police or fire department is responsibility of permittee. The SAMLARC Parks Use Manager should be notified within 24 hours.
12. At the conclusion of use, the area used must be cleaned up. The criterion is that the park must look as though no one had been there.
13. All trash must be deposited in the trash receptacles located throughout the park site.
14. If receptacles are full, trash is to be put in tightly secured trash bags to be supplied by the permittee and placed next to any trash receptacle for pickup.

# NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

## MASTER CONTRACT

2011 – 2012

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

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**2011-2012**

**CONTRACT NUMBER:  
77-76422-0121616**

**LEA:** CAPISTRANO UNIFIED SCHOOL DISTRICT

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**  
Oak Grove School

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

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

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

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

## **2. CERTIFICATION**

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

## **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

## **4. TERM OF MASTER CONTRACT**

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

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

**6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

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

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

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

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

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

- f. The term “days” means calendar days unless otherwise specified.
- g. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- h. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- i. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

All notices mailed to LEA shall be addressed to:

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

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

### **9. MAINTENANCE OF RECORDS**

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

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

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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees.

**12. VENUE AND GOVERNING LAW**

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

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

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

#### **14. TERMINATION**

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

#### **15. INSURANCE**

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

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

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

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

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

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

- C. Any deductibles or self-insured retentions above \$25,000 must be declared to and approved by the LEA in writing. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions as respects to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. The general liability, automobile liability policies, and professional liability policies are to contain, or be endorsed to contain, the following provisions:
  1. The LEA, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the LEA, its subsidiaries, officials and employees.
  2. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
  3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LEA.



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

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

#### **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

#### **17. INDEPENDENT CONTRACTOR**

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

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

## **18. SUBCONTRACTING**

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

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or

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

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

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

## **20. NON-DISCRIMINATION**

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

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA

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

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

## **22. GENERAL PROGRAM OF INSTRUCTION**

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

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

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with

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

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

## **23. INSTRUCTIONAL MINUTES**

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

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

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

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

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

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

## **24. CLASS SIZE**

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

teacher to fourteen (14) students when necessary to provide services to students with disabilities.

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

## 25. **CALENDARS**

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

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

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

## 26. **DATA REPORTING**

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

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

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

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

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

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

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS.**

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

**30. POSITIVE BEHAVIOR INTERVENTIONS**

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

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

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

### **31. STUDENT DISCIPLINE**

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

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



## **32. IEP TEAM MEETINGS**

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

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

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

## **33. SURROGATE PARENTS**

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

## **34. DUE PROCESS PROCEEDINGS**

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

**35. COMPLAINT PROCEDURES**

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

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

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

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

**37. TRANSCRIPTS**

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

students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

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

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

**40. PARENT ACCESS**

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

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

**41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES**

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

**42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

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

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

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

#### **43. STATE MEAL MANDATE**

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

#### **44. MONITORING**

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

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

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

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

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

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

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

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

### **46. STAFF QUALIFICATIONS**

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

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

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

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

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

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

**48. STAFF ABSENCE**

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

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless

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

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

## **HEALTH AND SAFETY MANDATES**

### **49. HEALTH AND SAFETY**

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

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

### **50. FACILITIES AND FACILITIES MODIFICATIONS**

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

### **51. ADMINISTRATION OF MEDICATION**

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

**52. INCIDENT/ACCIDENT REPORTING**

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

**53. CHILD ABUSE REPORTING**

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

**54. SEXUAL HARASSMENT**

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

**55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California



Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

## **FINANCIAL**

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

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

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

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

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

### **57. RIGHT TO WITHHOLD PAYMENT**

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

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

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

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

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

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

**58. PAYMENT FROM OUTSIDE AGENCIES**

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

**59. PAYMENT FOR ABSENCES**

**NONPUBLIC SCHOOL STAFF ABSENCE**

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

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

**NONPUBLIC SCHOOL STUDENT ABSENCE**

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

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

**NONPUBLIC AGENCY STAFF ABSENCE**

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

#### **NONPUBLIC AGENCY STUDENT ABSENCE**

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

#### **60. INSPECTION AND AUDIT**

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

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

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records

shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

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

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

#### **61. Rate Schedule.**

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

**62. Oak Grove School**  
**NONPUBLIC SCHOOL**

**77-76422-0121616**  
**CONTRACTOR NUMBER**

**2011-2012**  
**CONTRACT YEAR**

**Per CDE Certification, total enrollment may not exceed 2 classrooms**

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

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$85.00</u>	<u>day</u>
Basic Education Program/Dual Enrollment	_____	_____

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

**B. Related Services**

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation-Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Counseling and Guidance Services	<u>\$120.00</u>	<u>per day</u>
	b. Educational Counseling – Group of	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech - Consultation Rate	_____	_____
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Itinerant Teaching	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy - Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____

- (9) & Mobility  
 b. Behavior Intervention – BID  
 (10) Evaluations & Assessments


\*Parent transportation reimbursement rates are to be determined by the LEA.  
 \*\*By credentialed Special Education Teacher.

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

CONTRACTOR,

Oak Grove School  
 Nonpublic School  
 By:

Capistrano Unified School District

By:

Signature	Date
Kathy Demick, Director of Human Resources and Finances	
Name and Title of Authorized Representative	

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

**Notices to CONTRACTOR shall be addressed to:**

Name		
<u>Oak Grove School</u>		
<u>Nonpublic School Provider</u>		
1325 Washington Blvd.		
Address		
City	State	Zip
Ogden	Utah	84414
Phone		
(801) 865-7195		



## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Judy Segal 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:** Independent educational evaluation (IEE) for speech language evaluations for CUSD students. Services to include record review, parent interview, direct assessment, consultation with school administration, reports and IEP attendance.

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



CONTRACTOR'S NAME: Judy Segal CONTRACT No. II112061

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

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

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

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

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

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

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

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

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

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

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

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

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

Judy Segal  
3300 Irvine Ave. #111  
Newport Beach, CA 92660

**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: Judy Segal CONTRACT No. 11112061

**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>Scope of Practice</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 27th DAY OF October, 2011.

Capistrano Unified School District

Name of District

Judy Segal

Contractor Name

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Terry Fluent

Typed Name

\_\_\_\_\_

Typed or Printed Name

Director, Purchasing

Title

\_\_\_\_\_

Title

October 26, 2011

Board Approval Date

\_\_\_\_\_

Taxpayer Identification Number

Initials/Date BH - 9/26/11



Judy M. Segal, M.A.-C.C.C./SLP  
Speech/Language Pathologist

(949) 752-0204

3300 Irvine Avenue, Suite 111  
Newport Beach, CA 92660

## **FEE SCHEDULE**

**2011-20012**

### **Individual Speech/Language Therapy**

In Office

\$130.00 per hour

In Home

\$150.00 per hour

### **Consultation**

\$150.00 per hour

### **Evaluations**

\$150.00 per hour

(Including record review, parent interview  
direct assessment, scoring, consultation with  
other professionals, school observation, report writing)

### **Attendance at IEPs**

\$150.00 per hour

For Current Client

\$130.00 per hour

### **Fair Hearing**

Preparation for Hearing

\$150/hour (minimum of 3 hours)

\$450.00

Testimony

\$200/hour (minimum of 2 hours)

\$400.00

By: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit B

### Scope of Practice

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company, or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

By:\_\_\_\_\_ Date:\_\_\_\_\_





Capistrano Unified School District

Bid No. 1112-11

Concrete Maintenance and Repair

Bid Opening

Thursday, September 22, 2011, 10:00 a.m.

Bid Summary

Award for base bid will be determined by the following select line items representing the most common District projects at a weighted percentage.  
Contract to be awarded to the lowest responsive and responsible bidder

Line Item	Description	Unit of Measure	Above All Names Construction Services, Inc.		Hardy & Harper, Inc.		Moalej Builders, Inc.		R. Farino		Ted Enterprises, Inc.	
			Unit Price	Extend Price	Unit Price	Extend Price	Unit Price	Extend Price	Unit Price	Extend Price	Unit Price	Extend Price
	<b>Project #1 - 50% weighted</b>											
	Remove and replace 4' concrete sidewalk - 6'Wx200'L											
79	Sawcut concrete	12 lin.ft.	\$ 12.00	\$ 144.00	\$ 2.00	\$ 24.00	\$ 3.50	\$ 42.00	\$ 1.80	\$ 21.60	\$ 1.50	\$ 18.00
72	Removal of existing concrete	1200sq.ft.	\$ 0.85	\$ 1,020.00	\$ 1.50	\$ 1,800.00	\$ 2.25	\$ 2,700.00	\$ 2.25	\$ 2,700.00	\$ 1.00	\$ 1,200.00
91	Excavate and export native soil	11 cu.yd	\$ 10.00	\$ 110.00	\$ 60.00	\$ 660.00	\$ 74.00	\$ 814.00	\$ 70.00	\$ 770.00	\$ 50.00	\$ 550.00
88	Recompact subgrade	1200 sq.ft.	\$ 0.50	\$ 600.00	\$ 3.00	\$ 3,600.00	\$ 2.25	\$ 2,700.00	\$ 1.00	\$ 1,200.00	\$ 1.50	\$ 1,800.00
1	4" reinforced p.c.c. flatwork	1200 sq.ft.	\$ 3.10	\$ 3,720.00	\$ 6.00	\$ 7,200.00	\$ 2.75	\$ 3,300.00	\$ 5.30	\$ 6,360.00	\$ 5.00	\$ 6,000.00
	Total Extended Price			\$ 5,594.00		\$ 13,284.00		\$ 9,556.00		\$ 11,051.60		\$ 9,568.00
	50% Weighted Calculation of											
	Extended Price			\$ 2,797.00		\$ 6,642.00		\$ 4,778.00		\$ 5,525.80		\$ 4,784.00

	<b>Project #2 - 10% weighted</b>											
	Install 15'x20' - 6" thick utility											
83	Remove existing sod	300 sq.ft.	\$ 0.25	\$ 75.00	\$ 2.00	\$ 600.00	\$ 3.00	\$ 900.00	\$ 2.25	\$ 675.00	\$ 1.25	\$ 375.00
90	Excavate and export native soil	6 cu.yd.	\$ 6.00	\$ 36.00	\$ 60.00	\$ 360.00	\$ 75.00	\$ 450.00	\$ 70.00	\$ 420.00	\$ 50.00	\$ 300.00
88	Recompact subgrade	300 sq.ft.	\$ 0.50	\$ 150.00	\$ 3.00	\$ 900.00	\$ 2.25	\$ 675.00	\$ 1.00	\$ 300.00	\$ 1.50	\$ 450.00
5	6" reinforced p.c.c. flatwork	300 sq.ft.	\$ 4.10	\$ 1,230.00	\$ 7.50	\$ 2,250.00	\$ 6.00	\$ 1,800.00	\$ 6.75	\$ 2,025.00	\$ 8.00	\$ 2,400.00
	Total Extended Price			\$ 1,491.00		\$ 4,110.00		\$ 3,825.00		\$ 3,420.00		\$ 3,525.00
	10% Weighted Calculation of											
	Extended Price			\$ 149.10		\$ 411.00		\$ 382.50		\$ 342.00		\$ 352.50

EXHIBIT 14

## Capistrano Unified School District

Bid No. 1112-11

Concrete Maintenance and Repair

Bid Opening

Thursday, September 22, 2011, 10:00 a.m.

Bid Summary

Line Item	Description	Unit of Measure	Above All Names Construction Services, Inc.		Hardy & Harper, Inc.		Moalej Builders, Inc.		R. Farino		Ted Enterprises, Inc.	
			Unit Price	Extend Price	Unit Price	Extend Price	Unit Price	Extend Price	Unit Price	Extend Price	Unit Price	Extend Price
	<b>Project #3 - 10% weighted</b>											
	Remove and replace 200 lineal feet curb and gutter with 6" curb face											
80	Sawcut concrete	204 lin.ft.	\$ 8.00	\$ 1,632.00	\$ 2.00	\$ 408.00	\$ 3.00	\$ 612.00	\$ 1.50	\$ 306.00	\$ 1.40	\$ 285.60
71	Remove existing curb and gutter	500 sq.ft.	\$ 1.00	\$ 500.00	\$ 1.50	\$ 750.00	\$ 3.00	\$ 1,500.00	\$ 2.50	\$ 1,250.00	\$ 1.25	\$ 625.00
88	Recompact subgrade	500 sq.ft.	\$ 0.50	\$ 250.00	\$ 3.00	\$ 1,500.00	\$ 2.25	\$ 1,125.00	\$ 1.00	\$ 500.00	\$ 1.50	\$ 750.00
	Reinforced p.c.c. curb and gutter											
17	6" curb face	200 lin.ft.	\$ 19.00	\$ 3,800.00	\$ 35.00	\$ 7,000.00	\$ 25.00	\$ 5,000.00	\$ 22.00	\$ 4,400.00	\$ 22.00	\$ 4,400.00
	Total Extended Price			\$ 6,182.00		\$ 9,658.00		\$ 8,237.00		\$ 6,456.00		\$ 6,060.60
	10% Weighted Calculation of Extended Price			\$ 618.30		\$ 965.80		\$ 823.70		\$ 645.60		\$ 606.06

	<b>Project #4 - 10% weighted</b>											
	Install 2'-0" high concrete planter wall - 200 lineal feet											
91	Excavate and export native soil	15 cu.yd.	\$ 10.00	\$ 150.00	\$ 60.00	\$ 900.00	\$ 74.00	\$ 1,110.00	\$ 70.00	\$ 1,050.00	\$ 50.00	\$ 750.00
88	Recompact native soil	400 sq.ft.	\$ 0.50	\$ 200.00	\$ 3.00	\$ 1,200.00	\$ 2.25	\$ 900.00	\$ 1.00	\$ 400.00	\$ 1.50	\$ 600.00
50	Install 2'-0" high concrete wall planter	200 lin.ft.	\$ 15.00	\$ 3,000.00	\$ 50.00	\$ 10,000.00	\$ 35.00	\$ 7,000.00	\$ 105.00	\$ 21,000.00	\$ 135.00	\$ 27,000.00
	Total Extended Price			\$ 3,350.00		\$ 12,100.00		\$ 9,010.00		\$ 22,450.00		\$ 28,350.00
	10% Weighted Calculation of Extended Price			\$ 335.00		\$ 1,210.00		\$ 901.00		\$ 2,245.00		\$ 2,835.00

Capistrano Unified School District

Bid No. 1112-11

Concrete Maintenance and Repair

Bid Opening

Thursday, September 22, 2011, 10:00 a.m.

Bid Summary

Line Item	Description	Unit of Measure	Above All Names Construction Services, Inc.			Hardy & Harper, Inc.			Moalej Builders, Inc.			R.Farino			Ted Enterprises, Inc.		
			Unit Price	Extend Price		Unit Price	Extend Price		Unit Price	Extend Price		Unit Price	Extend Price		Unit Price	Extend Price	
94	Truncated domes	30 lin ft.	\$ 25.00	\$ 750.00		\$ 40.00	\$ 1,200.00		\$ 172.00	\$ 5,160.00		\$ 55.00	\$ 1,650.00		\$ 30.00	\$ 900.00	
	Total Extended Price			\$ 750.00			\$ 1,200.00			\$ 5,160.00			\$ 1,650.00			\$ 900.00	
	20% Weight Calculation of Extended Price			\$ 150.00			\$ 240.00			\$ 1,032.00			\$ 330.00			\$ 180.00	

	Project #1 - Total Weighted Calculation			\$ 2,797.00			\$ 6,642.00			\$ 4,778.00			\$ 5,525.80			\$ 4,784.00	
	Project #2 - Total Weighted Calculation			\$ 149.10			\$ 411.00			\$ 382.50			\$ 342.00			\$ 352.50	
	Project #3 - Total Weighted Calculation			\$ 618.30			\$ 965.80			\$ 823.70			\$ 645.60			\$ 606.06	
	Project #4 - Total Weighted Calculation			\$ 335.00			\$ 1,210.00			\$ 901.00			\$ 2,245.00			\$ 2,835.00	
	Project #5 - Total Weighted Calculation			\$ 150.00			\$ 240.00			\$ 1,032.00			\$ 330.00			\$ 180.00	
	Grand Total of Weighted Calculation			\$ 4,049.40			\$ 9,468.80			\$ 7,917.20			\$ 9,088.40			\$ 8,757.56	

## **AGREEMENT**

THIS AGREEMENT, dated October 27, 2011, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT" ), and Above All Names Construction, (hereinafter referred to as "CONTRACTOR"). Services, Inc.

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1112-11, CONCRETE MAINTENANCE AND REPAIR** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the line item prices as specified in attached bid price sheet, Exhibit A.

4. The work shall be commenced on or before the seventh (7<sup>th</sup>) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days from the date specified in the Notice to Proceed. The initial term of this agreement will be for one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. **Termination for Cause or Nonappropriation.** In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

**Termination for Convenience.** DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand

made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property 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 work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft 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 work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;

- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	<b>\$1,000,000.00</b>
--	-----------------------

and

Subject to the same limit for each person on account of one accident, in an amount not less than	<b>\$1,000,000.00</b>
--	-----------------------

Property Damage Insurance in an amount not less than	<b>\$1,000,000.00</b>
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Course of Construction Insurance without exclusion or limitation in an amount not less than	<b>\$1,000,000.00</b>
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Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or



property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

**11. LABOR COMPLIANCE PROGRAM: N/A**

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and

pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CAPISTRANO UNIFIED SCHOOL  
DISTRICT

CONTRACTOR:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Terry Fluent  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Director, Purchasing  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)

**BID FORM**

Name of Bidder: ABOVE All Names Const SERV INC  
To: Capistrano Unified School District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order Forms, Shop Drawing Transmittal Form, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, drawings, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Project: Concrete Maintenance and Repair  
Bid No: 1112-11

all, in strict conformity with the Project Documents, including Addenda Nos. N/A, N/A, and N/A, on file at the office of the Purchasing Department of said DISTRICT.

## BID PRICE SHEET

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Article 48 – Wage Rates, Travel and Subsistence.
- Bidders must complete all items, or the bid submitted may be declared non-responsive.
- Low bid to be determined by select line items representing the most common District projects at a weighted percentage.

Item	Description	Unit of Measure	Unit Price
	<b>4" Thick Reinforced p.c.c. flatwork. Refer to Detail #301 for reinforcing and edge conditions.</b>		
1	250 SF to 2,500 SF	Square Foot	\$ 3.10
2	2,501 SF to 5,000 SF	Square Foot	\$ 3.50
3	5,001 SF to 7,500 SF	Square Foot	\$ 3.60
4	7,501 SF to 10,000	Square Foot	\$ 3.75
	<b>6" Thick Reinforced p.c.c. flatwork. Refer to Detail #301 for reinforcing and edge conditions.</b>		
5	250 SF to 2,500 SF	Square Foot	\$ 4.10
6	2,501 SF to 5,000 SF	Square Foot	\$ 4.50
7	5,001 SF to 7,500 SF	Square Foot	\$ 4.60
8	7,501 SF to 10,000	Square Foot	\$ 4.75
	<b>Reinforced p.c.c. curb with 6" face. Refer to Detail #302 for profile and reinforcing.</b>		
9	100 LF to 250 LF	Lineal Foot	\$ 32.00
10	251 LF to 500 LF	Lineal Foot	\$ 30.00
11	501 LF to 1,000 LF	Lineal Foot	\$ 29.00
12	1,001 LF to 2,000 LF	Lineal Foot	\$ 28.00
	<b>Reinforced p.c.c. curb with 8" face. Refer to Detail #302 for profile and reinforcing.</b>		
13	100 LF to 250 LF	Lineal Foot	\$ 33.00
14	251 LF to 500 LF	Lineal Foot	\$ 32.00
15	501 LF to 1,000 LF	Lineal Foot	\$ 30.00
16	1,001 LF to 2,000 LF	Lineal Foot	\$ 29.00

Item	Description	Unit of Measure	Unit Price
	<b>Reinforced p.c.c. curb and gutter with 6" curb face. Refer to Detail #303 for profile and reinforcing.</b>		
17	100 LF to 250 LF	Lineal Foot	\$ 19.00
18	251 LF to 500 LF	Lineal Foot	\$ 20.00
19	501 LF to 1,000 LF	Lineal Foot	\$ 21.00
20	1,001 LF to 2,000 LF	Lineal Foot	\$ 22.00
	<b>Reinforced p.c.c. curb and gutter with 8" curb face. Refer to Detail #303 for profile and reinforcing.</b>		
21	100 LF to 250 LF	Lineal Foot	\$ 23.00
22	251 LF to 500 LF	Lineal Foot	\$ 24.00
23	501 LF to 1,000 LF	Lineal Foot	\$ 25.00
24	1,001 LF to 2,000 LF	Lineal Foot	\$ 26.00
	<b>2'-0" wide reinforced p.c.c. vee gutter. Refer to Detail #304 for profile and reinforcing.</b>		
25	100 LF to 250 LF	Lineal Foot	\$ 30.00
26	251 LF to 500 LF	Lineal Foot	\$ 31.00
27	501 LF to 1,000 LF	Lineal Foot	\$ 33.00
28	1,001 LF to 2,000 LF	Lineal Foot	\$ 29.00
	<b>3'-0" wide reinforced p.c.c. vee gutter. Refer to Detail #304 for profile and reinforcing.</b>		
29	100 LF to 250 LF	Lineal Foot	\$ 29.00
30	251 LF to 500 LF	Lineal Foot	\$ 30.00
31	501 LF to 1,000 LF	Lineal Foot	\$ 33.00
32	1,001 LF to 2,000 LF	Lineal Foot	\$ 26.00
	<b>6" wide reinforced p.c.c. mow strip. Refer to Detail #305 for profile reinforcing.</b>		
33	100 LF to 250 LF	Lineal Foot	\$ 12.00
34	251 LF to 500 LF	Lineal Foot	\$ 10.00
35	501 LF to 1,000 LF	Lineal Foot	\$ 8.00
36	1,001 LF to 2,000 LF	Lineal Foot	\$ 8.00
	<b>HC Access Improvement. Refer to Details #310, #311, #312 for profile, reinforcing, etc.</b>		
37	HC Loading Ramp (#310)	Each	\$ 1500.00
38	HC Inlet Curb Ramp 6" curb face (#311)	Each	\$ 1600.00
39	HC Inlet Curb Ramp 8" curb face (#311)	Each	\$ 1800.00
40	HC Curb Ramp 6" curb face (#312)	Each	\$ 1700.00
41	HC Curb Ramp 8" curb face (#312)	Each	\$ 2500.00

Item	Description	Unit of Measure	Unit Price
	<b>Expansion and Construction Joints. Refer to Detail #313 for expansion joint information.</b>		
42	Smooth Dowel and Sleeve (#313)	Each	\$ 10.00
43	Manually Drill and Dowel with #3 bar at existing conc.	Each	\$ 8.00
44	2 Part expansion joint filler/sealer (#313)	PLF	\$ 5.00
	<b>Concrete Light Pole Bases. Refer to Detail #314 for profile, reinforcing, etc.</b>		
45	0 to 15' Pole Height	Each	\$ 200.00
46	15-20' Pole Height	Each	\$ 250.00
47	20-25' Pole Height	Each	\$ 300.00
48	25-30' Pole Height	Each	\$ 350.00
	<b>2'-0" High (Average) Concrete Planter Wall. Refer to Detail #315 for profile, reinforcing, accessories, etc.</b>		
49	20 LF to 50 LF	Lineal Foot	\$ 17.00
50	51 LF to 200 LF	Lineal Foot	\$ 15.00
51	201 LF to 400 LF	Lineal Foot	\$ 14.00
	<b>3'-0" High (Average) Concrete Planter Wall. Refer to Detail #315 for profile, reinforcing, accessories, etc.</b>		
52	20 LF to 50 LF	Lineal Foot	\$ 20.00
53	51 LF to 200 LF	Lineal Foot	\$ 15.00
54	201 LF to 400 LF	Lineal Foot	\$ 12.00
	<b>2'-0" High (Average) Concrete Planter Wall with sleeves for fencing or rails. Refer to Detail #316 for profile, reinforcing, accessories, etc.</b>		
55	20 LF to 50 LF	Lineal Foot	\$ 18.00
56	51 LF to 200 LF	Lineal Foot	\$ 16.00
57	201 LF to 400 LF	Lineal Foot	\$ 13.00
	<b>3'-0" High (Average) Concrete Planter Wall with sleeves for fencing or rails. Refer to Detail #316 for profile, reinforcing, accessories, etc.</b>		
58	20 LF to 50 LF	Lineal Foot	\$ 20.00
59	51 LF to 200 LF	Lineal Foot	\$ 18.00
60	201 LF to 400 LF	Lineal Foot	\$ 22.00
	<b>4" Base</b>		
61	500 SF to 3,000 SF	Square Foot	\$ 2.00
62	3,001 SF to 6,000 SF	Square Foot	\$ 1.00

Item	Description	Unit of Measure	Unit Price
63	6,001 SF to 12,000 SF	Square Foot	\$ 1.00
	<b>6" Base</b>		
64	500 SF to 3,000 SF	Square Foot	\$ 2.00
65	3,001 SF to 6,000 SF	Square Foot	\$ 1.00
66	6,001 SF to 12,000 SF	Square Foot	\$ 1.00
	<b>Removal of existing concrete up to 4" thick (un-reinforced).</b>		
67	500 SF to 1,000 SF	Square Foot	\$ 2.10
68	1,001 SF to 3,000 SF	Square Foot	\$ 2.20
69	3,001 SF to 6,000 SF	Square Foot	\$ 2.30
70	6,001 SF to 12,000 SF	Square Foot	\$ 2.40
	<b>Removal of existing concrete up to 4" thick (reinforced).</b>		
71	500 SF to 1,000 SF	Square Foot	\$ 1.00
72	1,001 SF to 3,000 SF	Square Foot	\$ 1.85
73	3,001 SF to 6,000 SF	Square Foot	\$ 2.00
74	6,001 SF to 12,000 SF	Square Foot	\$ 4.00
	<b>Removal of existing asphalt up to 4" thick.</b>		
75	500 SF to 1,000 SF	Square Foot	\$ 3.25
76	1,001 SF to 3,000 SF	Square Foot	\$ 3.35
77	3,001 SF to 6,000 SF	Square Foot	\$ 3.45
78	6,001 SF to 12,000 SF	Square Foot	\$ 3.55
	<b>Sawcutting</b>		
79	Concrete – under 200 LF	Lineal Foot	\$ 12.00
80	Concrete – over 200 LF	Lineal Foot	\$ 8.00
81	Asphalt – under 200 LF	Lineal Foot	\$ 3.75
82	Asphalt – over 200 LF	Lineal Foot	\$ 4.00
	<b>Removal of Existing Sod</b>		
83	0 SF to 500 SF	Square Foot	\$ .25
84	501 SF to 1,000 SF	Square Foot	\$ 1.25
85	1,001 SF to 3,000 SF	Square Foot	\$ 1.35
86	3,001 SF to 6,000 SF	Square Foot	\$ 1.45
87	6,001 SF to 12,000 SF	Square Foot	\$ 1.55
	<b>Grading, Scarifying, Recompact, etc.</b>		
88	Manual Grading	Square Foot	\$ .50
89	Machine Fine Grading	Square Foot	\$ 4.50

Item	Description	Unit of Measure	Unit Price
	<b>Excavate and Export Native Soils.</b>		
90	0 CY to 6 CY	Cubic Yard	\$ <b>6.00</b>
91	6 CY to 20 CY	Cubic Yard	\$ <b>10.00</b>
92	20 CY to 100 CY	Cubic Yard	\$ <b>11.00</b>
93	100 CY to 200 CY	Cubic Yard	\$ <b>12.00</b>
	<b>Truncated Domes Installation. Refer to Detail 320</b>		
94	0'-50' LF	Lineal Feet	\$ <b>25.00</b>
95	51' LF and over	Lineal Feet	\$ <b>27.00</b>



Award for base bid will be determined by the following select line items representing the most common District projects at a weighted percentage.

Line Item	Description	Unit of Measure
	<b>Project #1 – 50% weighted</b> Remove and replace 4" concrete sidewalk – 6'Wx200'L	
79	Sawcut concrete \$ 12.00	12 lineal feet
72	Removal of existing concrete .85	1200 square feet
91	Excavate and export native soil \$ 10.00	11 cubic yards
88	Recompact subgrade .50	1200 square feet
1	4" reinforced p.c.c. flatwork \$ 3.10	1200 square feet
	<b>Project #2 – 10% weighted</b> Install 15'x20' – 6" thick utility pad	
83	Remove existing sod .25	300 square feet
90	Excavate and export native soil \$ 6.00	6 cubic yards
88	Recompact subgrade .50	300 square feet
5	6" reinforced p.c.c. flatwork \$ 4.10	300 square feet
	<b>Project #3 – 10% weighted</b> Remove and replace 200 lineal feet curb and gutter with 6" curb face	
80	Sawcut concrete \$ 8.00	204 lineal feet
71	Remove existing curb and gutter \$ 3.10	500 square feet
88	Recompact subgrade .50	500 square feet
17	Reinforced p.c.c. curb and gutter – 6" curb face 19.10	200 lineal feet
	<b>Project #4 – 10% weighted</b> Install 2'-0" high concrete planter wall – 200 lineal feet	
91	Excavate and export native soil 10.00	15 cubic yards
88	Recompact native soil .50	400 square feet
50	Install 2'-0" high concrete wall planter 15.00	200 lineal feet
	<b>Project #5 – 20% weighted</b> Installation of truncated domes	
94	Truncated domes 25.00	30 lineal feet

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the seventh (7<sup>th</sup>) day after receiving the DISTRICT'S Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:

JOHN C. PEDREGON - PRESIDENT  
KAREN M. PEDREGON SEC/TREAS

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act

(Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. 925480, Class C-81B, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The undersigned hereby warrants that all work shall be completed within the time specified in the purchase order or Notice to Proceed. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **two hundred dollars (\$200.00)** (Government Code Section 53069.85)

13. The required noncollusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

14. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.

15. The Information Required of Bidder form has been fully completed and is attached hereto.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: N/A  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

\*\*\*\*\*  
Partnership Name: N/A  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Other Partner(s): \_\_\_\_\_

\*\*\*\*\*  
Corporation Name: ABOVE ALL NAMES CONST SERV INC  
(a S Corporation<sup>1</sup>)  
Business Address: 1648 W. Persimmon ST.  
Rialto CA 92377  
Telephone: 909-421-1770  
Signed by: John C Pedregon, President, Date: 9-22-2011  
Print Name: JOHN C PEDREGON, President  
Signed by: Karen M Pedregon, Secretary, Date: 9-22-2011  
Print Name: KAREN M PEDREGON, Secretary  
[Seal]

<sup>1</sup> A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venturer

Name: N/A  
Signed by: \_\_\_\_\_, Joint Venturer  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

Other Parties to  
Joint Venture:

*If an individual:* \_\_\_\_\_  
(Name)

Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Doing Business as: \_\_\_\_\_;  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

*If a Partnership:* \_\_\_\_\_  
(Name)

Signed by: \_\_\_\_\_, Partner  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

*If a Corporation:* ABOVE ALL NAMES CONST SERV INC.

(a) S Corporation)  
Signed By: John C Pedregon Date: 9-22-2011  
Print Name: JOHN C PEDREGON  
Title: PRESIDENT  
Date: 9-22-2011  
Business Address: 1648 W. PERSIMMON ST  
RIALTO CA 92371  
Telephone: 909-421-1770

## 2011-2012 Quarterly Report on Williams Uniform Complaints [Required by Education Code Section 35186]

**District:** Capistrano Unified School District

**Person completing this form:** Jeffrey Bristow

**Title:** Executive Director, Risk Management/Compliance

- |                                     |            |                                |                                       |
|-------------------------------------|------------|--------------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> | Quarter #1 | July 1 to September 30, 2011   | <b>Report due by October 31, 2011</b> |
| <input type="checkbox"/>            | Quarter #2 | October 1 to December 31, 2011 | <b>Report due by January 31, 2012</b> |
| <input type="checkbox"/>            | Quarter #3 | January 1 to March 31, 2012    | <b>Report due by April 30, 2012</b>   |
| <input type="checkbox"/>            | Quarter #4 | April 1 to June 30, 2012       | <b>Report due by July 31, 2012</b>    |

Date information will be reported publicly at governing board meeting: October 26, 2011

**Please check the box that applies:**

- ☐ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancies or Misassignments			
Facility Conditions	1	1	
CAHSEE Intensive Instruction & Services (High school districts only)			
<b>TOTALS</b>	1	1	

Print name of Superintendent: Joseph M. Farley, ED.D.

Signature of Superintendent: \_\_\_\_\_

Date: \_\_\_\_\_

**Please submit to:**

Suzie Strelecki  
Senior Administrative Assistant  
200 Kalmus Drive, B-1009  
P.O. Box 9050, Costa Mesa, CA 92628-9050  
(714) 966-4336 or fax to: (714) 549-2657

EXHIBIT 15

042711500

