

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

BOARD OF TRUSTEES
Regular Meeting

January 25, 2012

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

AGENDA

CLOSED SESSION AT 6:00 P.M.

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

A. CONFERENCE WITH LABOR NEGOTIATORS

EXHIBIT 3A

Joseph M. Farley/Jodee Brentlinger/Tim Holcomb/Robyn Phillips/
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)

~~B. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT~~

~~EXHIBIT 3B~~

~~Executive Director, Personnel Services
(Pursuant to Government Code §54957)~~

Pulled on 1-20-12

OPEN SESSION AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA – ROLL CALL

REPORT ON CLOSED SESSION ACTION

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 – Quality Education Investment Act Class Size Reduction Waiver Request

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. **QUALITY EDUCATION INVESTMENT ACT CLASS SIZE REDUCTION WAIVER REQUEST:** INFORMATION/ DISCUSSION

The Board will conduct a public hearing on the Quality Education Investment Act Class Size Reduction Waiver Request for Kinoshita Elementary School. Supporting information is located in Exhibit 2.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

It is recommended the Board President open the public hearing, determine if members of the public have submitted requests to speak on the item, and after hearing any speakers, formally close the public hearing.

DISCUSSION/ACTION ITEMS

2. **QUALITY EDUCATION INVESTMENT ACT CLASS SIZE REDUCTION WAIVER REQUEST:** DISCUSSION/ ACTION Page 1 **EXHIBIT 2**

This item requests the approval of the Quality Education Investment Act (QEIA) Class Size Reduction (CSR) Waiver Request for Kinoshita Elementary School. The District is seeking a general waiver request of Education Code §52055.740(a) to waive QEIA CSR targets and the establishment of alternate CSR targets at Kinoshita Elementary School for grades kindergarten through three of 25.0 per class, an average of 30.6 in grade four, and an average of 26.5 in grade five. The revised targets would allow the school to continue participation in the QEIA program to continue school improvement activities.

CUSD Strategic Plan Pillar 3: Academic Achievement and 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.

It is recommended the Board of Trustees approve the General Waiver Request to waive Education Code §52055.740(a).

Motion by _____ Seconded by _____

3. **CHARTER SCHOOL FACILITY RIGHTS, STANDARDS, AND DISTRICT HOUSING OBLIGATIONS UNDER PROPOSITION 39:** INFORMATION/ DISCUSSION

The District is obligated under Proposition 39 Education Code §47614 and California Code of Regulations Title 5 §11969.1 – 11969.11 to provide "reasonably equivalent" and "contiguous" facilities to charter schools to house their in-district classroom students. With the District's recent approval of charter schools and subsequent provision of facilities, a number of questions and concerns have surfaced regarding the commitment of District resources to charter schools. In response to these concerns, staff requested an opinion from the District's legal counsel, Dannis Woliver Kelley, to address concerns and explain the rights granted to charters schools under Proposition 39. Proposition 39, passed by voters in 2000, was written to ensure that public school facilities be shared fairly among all public school students, including those attending charter schools.

Page 5
EXHIBIT 3

The exhibit provides background on the obligations placed on districts under Proposition 39. An attorney from Dannis Woliver Kelley will be in attendance to present this information as well as respond to questions.

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

4. CHARTER SCHOOL MATERIAL REVISION REQUEST – OXFORD PREPARATORY ACADEMY:

Oxford Preparatory Academy-South Orange County (OPA-OC) has submitted a request for a Material Revision to their existing charter. OPA-OC was chartered by the District on March 8, 2011. This Material Revision request was received by the Trustees on December 12, 2011. A public hearing regarding the request was held on January 9, 2012. The Board of Trustees must now either grant or deny the request.

DISCUSSION/
ACTION
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EXHIBIT 4

OPA is seeking to materially revise the OPA-OC charter to:

1. Increase enrollment from 628 to 772 beginning with the 2012-2013 school year and continuing for each of the remaining school years in the current charter term
2. Provide that the CUSD representative to the charter board may serve as a voting member
3. Allow OPA-OC Board meetings to alternate among all campuses operated by OPA
4. Allow OPA-OC's Board to hold quarterly, instead of monthly meetings
5. Replace board position titles of "President" and "Vice President" with "Chairman" and "Vice Chairman" in the charter

The Board may either approve or deny all or part of the Material Revision request. In order to deny any of the requested material revisions, the Board must adopt written factual findings specific to the material revision request as provided in the Staff Report.

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 take action on items 1-5 of the Material Revision request. For the reasons set forth in the Staff Report (Exhibit 4), staff recommends the Board deny Oxford Preparatory Academy's Material Revision requests in their entirety to adopt the appropriate fiscal findings as outlined in the Staff Report.

Motion by _____

Seconded by _____

5. PROPOSITION 39 PRELIMINARY FACILITIES OFFER – OXFORD PREPARATORY ACADEMY:

On November 1, 2011, the District received Oxford Preparatory Academy's Request for Proposition 39 Facilities for the 2012-2013 school year. The District is obligated under Proposition 39, Education Code §47614 and California Code of Regulations Title 5 §11969.1 – 11969.11 to provide certain facilities to charter schools to house their in-district classroom students. Oxford Preparatory Academy is currently chartered by the District and is sharing facilities at Barcelona Hills Elementary School.

By February 1, 2012, the school district is required prepare a preliminary proposal in writing regarding the space to be allocated to the charter school and/or to which the charter school is to be provided access. Approval of this agenda item will provide the charter school with the District's preliminary facilities proposal for 2012-2013.

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 approve the provision of Proposition 39 facilities to Oxford Preparatory Academy for the 2012-2013 school year under the terms and conditions outlined in the exhibit. It is further requested the Board of Trustees provide staff with the latitude to adjust this offer (subject to final Board approval) as deemed appropriate, and in concurrence with Oxford Preparatory Academy, prior to presentation of the final facilities offer to the Board for consideration before April 1, 2012. This offer is not only compliant with the law, but also balances the facility needs of the charter school with the facility and programmatic needs of the District.

Motion by _____ Seconded by _____

6. PROPOSITION 39 PRELIMINARY FACILITIES OFFER – JOURNEY SCHOOL:

On November 1, 2011, the District received Journey School's Request for Proposition 39 Facilities for the 2012-2013 school year. The District is obligated under Proposition 39, Education Code §47614 and California Code of Regulations Title 5 §11969.1 – 11969.11 to provide certain facilities to charter schools to house their in-district classroom students. Journey School is currently chartered by the District and is leasing facility space at the Foxborough campus. Journey has waived its Proposition 39 facilities entitlements for 2011-2012 in favor of this lease arrangement and would like to continue this arrangement in 2012-2013.

By February 1, 2012, the school district is required to prepare a preliminary proposal in writing regarding the space to be allocated to the charter school and/or to which the charter school is to be provided access. Approval of this agenda item will extend the Proposition 39 facilities timeline by one month in order to provide staff and the charter school time to negotiate an agreement in lieu of a Proposition 39 facilities offer.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

DISCUSSION/
ACTION

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EXHIBIT 5

DISCUSSION/
ACTION

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EXHIBIT 6

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 approve the request to extend the written Proposition 39 facilities preliminary proposal by one month to March 1, 2012, and as described herein, in order to provide staff and the charter school time to negotiate an agreement in lieu of a Proposition 39 facilities offer.

Motion by _____ Seconded by _____

7. PROPOSITION 39 PRELIMINARY FACILITIES OFFER - COMMUNITY ROOTS ACADEMY:

On November 1, 2011, the District received Community Roots School's Request for Proposition 39 Facilities for the 2012-2013 school year. The District is obligated under Proposition 39, Education Code §47614 and California Code of Regulations Title 5 §11969.1 – 11969.11 to provide certain facilities to charter schools to house their in-district classroom students. Community Roots Academy is currently chartered by the District and is leasing facility space at the Wood Canyon Elementary School campus. Community Roots Academy is in favor of this lease arrangement and would like to continue this arrangement in 2012-2013.

By February 1, 2012, the school district is required to prepare a preliminary proposal in writing regarding the space to be allocated to the charter school and/or to which the charter school is to be provided access. Approval of this agenda item will extend the Proposition 39 facilities timeline by one month, in order to provide staff and the charter school time to negotiate an agreement in lieu of a Proposition 39 facilities offer.

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 approve the request to extend the written Proposition 39 facilities preliminary proposal by one month to March 1, 2012, and as described herein, in order to provide staff and the charter school time to negotiate an agreement in lieu of a Proposition 39 facilities offer.

Motion by _____ Seconded by _____

8. APPROVAL OF RESOLUTION NO. 1112-30 AUTHORIZING OFFERING OF SUPPLEMENTARY RETIREMENT PLAN FOR CERTIFICATED NON-MANAGEMENT EMPLOYEES:

During times of budget reductions, districts and other agencies typically consider offering a supplementary retirement plan to reduce expenses and, reduce or eliminate layoffs. Beginning in 2009, the District ceased its participation in Class Size Reduction and other services, thus eliminating 344 certificated positions. As a result, the District currently maintains re-employment lists of approximately 265 veteran certificated employees in addition to 127 newly hired temporary employees. Recognizing budget reductions are still necessary for the 2012-2013 year, a retirement plan has the potential to incentivize retirement for many senior veteran employees over and above natural attrition.

DISCUSSION/
ACTION

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EXHIBIT 7

DISCUSSION/
ACTION

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EXHIBIT 8

The current economic challenges facing the state and nation have significantly decreased natural attrition over the past four years. In the 2007-2008 school year 84 certificated employees retired compared to 26 retirements received during 2010-2011. Savings are achieved by replacing veteran senior employees with less senior employees who are lower on the salary schedule. In addition to salary differential savings, certain positions may not be replaced further increasing savings to the general fund. The District anticipates savings to the general fund to be no less than \$600,000 in 2012-2013 with continued savings generated out four additional years which accounts for the full cost of the IRC 403(b) fixed annuity.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, to present this item.

It is recommended the Board of Trustees approve Resolution No. 1112-30 authorizing the implementation of the PARS fixed annuity plan commencing with the 2012-2013 school year.

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

9. DRAFT PLAN REVIEW AND DISCUSSION NO. 2 REGARDING TRUSTEE AREA BOUNDARY REDISTRICTING:

National Demographics Corporation has been working on revising draft Plan G to reflect the direction received at the January 9 Board meeting and will review these options with Trustees at the Board meeting on January 25. The new draft plans will be posted on the District website on the Agenda & Supporting Documents 2011 page no later than Friday, January 20, 2012, when completed by National Demographics Corporation.

DISCUSSION/
ACTION
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EXHIBIT 9

Included in the exhibit for Trustee review and consideration are the following:

1. Resolution 1112-25 – Resolution Establishing Criteria for Adjusting Trustee Area Boundaries
2. Redistricting Schedule – adopted November 14, 2011
3. Revised Draft Plans – Available January 20 under separate cover on the District website at:
http://capousd.ca.schoolloop.com/cms/page_view?d=x&piid=&vpid=1293638734307

Trustees are scheduled to take action on a final boundary plan at the Board meeting on Monday, February 13, 2012.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: *Joseph M. Farley, Superintendent*

Staff Recommendation

It is recommended the Board President recognize Superintendent Joseph M. Farley to present this item.

Following discussion, it is recommended the Board of Trustees either:

1. Finalize and approve a plan for the Trustee area boundary redistricting, or
2. Provide direction regarding any additional changes to the draft plan for Trustee area boundary redistricting.

Motion by _____ Seconded by _____

10. PRESENTATION AND RECEIPT OF THE ANNUAL FINANCIAL REPORT FOR THE YEAR ENDING JUNE 30, 2011:

State law requires that each school district in California have an annual audit conducted by a state-certificated independent auditor. The audit is conducted according to generally accepted auditing standards, specific guidelines, and procedures set by the State Controller's office. The audit, when completed, is to be presented to Trustees at a public meeting. Under state law, annual fiscal audits are neither accepted nor rejected by a Board, but merely received by the district. For record keeping purposes, the Board of Trustees has annually adopted a motion indicating recognition of receipt of the annual audit report.

This agenda item pertains to the presentation of the 2010-2011 fiscal year Annual Financial Report to the Board of Trustees. The Annual Financial Report for the fiscal year ending June 30, 2011, was completed by the firm Vavrinek, Trine, Day & Co, LLP, Certified Public Accountants.

The Annual Financial Report for fiscal year ending June 30, 2011, is posted on the District website on the Agenda & Supporting Documents 2011 page at the following link:

http://capousd.ca.schoolloop.com/cms/page_view?d=x&piid=&vpid=1293638734307

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Robyn Phillips, Interim Deputy Superintendent, Business and Support Services

Staff Recommendation

It is recommended the Board President recognize Robyn Phillips, Interim Deputy Superintendent, Business and Support Services, who will introduce a partner from the audit firm Vavrinek, Trine, Day & Co., LLP to present a summary of the audit report for the year ending June 30, 2011.

Following discussion, it is recommended the Board of Trustees receive the Annual Financial Report for the District for the fiscal year ending June 30, 2011.

Motion by _____ Seconded by _____

11. GOVERNOR'S JANUARY BUDGET PROPOSAL FOR FISCAL YEAR 2012-2013:

On January 5, 2012, Governor Brown released the 2012-2013 fiscal year budget proposal. On January 18, 2012, staff attended the School Services of California Governor's Budget Workshop. The 2012-2013 budget calendar identifies the Board meeting on January 25 as an opportunity for staff to present a report to Board regarding the Governor's January budget proposal. A verbal report is scheduled due to the shortness of time between the School Services workshop on January 18 and the Board meeting on January 25.

DISCUSSION/
ACTION
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EXHIBIT 10

INFORMATION/
DISCUSSION

Printed information concerning Governor Brown's proposal will be distributed when it is available. This is an informational item only; no action is required on the part of Trustees.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Robyn Phillips, Interim Deputy Superintendent, Business and Support Services

Staff Recommendation

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

12. FIRST READING – REVISIONS TO BOARD POLICY 1311, CHARITABLE CONTRIBUTIONS – SOLICITING FROM DISTRICT PERSONNEL:

The revisions requested to Board Policy 1311 will ensure the policy meets practice. The proposed changes would allow the Superintendent or designee to authorize solicitation of employees for contributions to charitable organizations. Proposed additions to the Board policy are underlined; deletions are struck through.

CUSD Strategic Plan Pillar 1: Community Relations

Contact: Marcus Walton, Chief Communications Officer

Staff Recommendation

It is recommended the Board President recognize Marcus Walton, Chief Communications Officer, who will present this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

INFORMATION/
DISCUSSION

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EXHIBIT 12

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

13. SCHOOL BOARD MINUTES:

Approval of the January 9, 2012, regular Board meeting.

Contact: Jane Boos, Manager, Board Office Operations

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EXHIBIT 13

BUSINESS & SUPPORT SERVICES

14. DONATION OF FUNDS AND EQUIPMENT:

A number of gifts have been donated to the District, including \$77,378.61 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: Robyn Phillips, Interim Deputy Superintendent, Business and Support Services

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EXHIBIT 14

15. **INDEPENDENT CONTRACTOR AGREEMENT – AUDITORY PROCESSING DEVELOPMENT EVALUATIONS, PROVIDENCE SPEECH AND HEARING CENTER:** Page 153
EXHIBIT 15
Approval of an independent contractor agreement with Providence Speech and Hearing Center to provide auditory processing development evaluations for students. The contractor will provide services at the rates indicated on the fee schedule for the 2011-2012 school year, for services as requested by the District, paid by special education funds. Expenditures under this contract are estimated to be \$5,000.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Robyn Phillips, Interim Deputy Superintendent, Business and Support Services
16. **INDEPENDENT CONTRACTOR AGREEMENT – VISION ASSESSMENTS, DR. DAVID G. KIRSCHEN:** Page 165
EXHIBIT 16
Approval of an independent contractor agreement with Dr. David G. Kirschen to provide vision assessments for District students. Dr. Kirschen will provide services at the rates indicated on the fee schedule for the 2011-2012 school year, for services as requested by the District, paid by special education funds. Expenditures under this contract are estimated to be \$5,000.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Robyn Phillips, Interim Deputy Superintendent, Business and Support Services
17. **AGREEMENT FOR TELEVISION BROADCASTING AND CONSULTING SERVICES – KOCE-TV FOUNDATION ON BEHALF OF PBS SOCAL EDUCATION:** Page 175
EXHIBIT 17
Approval of an agreement for television broadcasting and consulting services with PBS SoCal Education to provide teachers at Aliso Viejo Middle School with instructional television materials and training on the effective use of television and Discovery Streaming for instruction in the classroom. Services provided under this agreement, effective September 1, 2011, through August 31, 2012, will be at the rate of \$1.10 per student, not to exceed \$1,194.60, funded by the gift account.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Robyn Phillips, Interim Deputy Superintendent, Business and Support Services
18. **AMENDMENT TO SCHOOL BUS SERVICE AGREEMENT NO. 109100045 – SANTA MARGARITA CATHOLIC HIGH SCHOOL:** Page 181
EXHIBIT 18
Approval of the amendment to the school bus service agreement with Santa Margarita Catholic High School adding the ability to provide bus rental services for District owned buses as requested by the client. Through this agreement, the District provides inspections, servicing, maintenance, roadside assistance, and driver training for buses owned by Santa Margarita Catholic High School and also provides for the rental of District owned buses on an as-needed basis. This agreement provides a positive revenue stream into the District's general fund to offset a portion of the Transportation's encroachment.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services
19. **INFORMAL DISPUTE RESOLUTION AGREEMENTS:**
Approval of the ratification of special education Informal Dispute Resolution (IDR) agreements. It is recommended the Board of Trustees ratify IDR case #81311, IDR case #123411, and IDR case #123511. Due to the confidential nature of the agreements, supporting information is provided to the Trustees under separate cover. There is no financial impact.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations

20. **MASTER CONTRACT – CLARINDA ACADEMY, A NON-PUBLIC SCHOOL:**
Approval of a master contract for special education services to be provided by Clarinda Academy, a non-public school. The cost for tuition per individual student is \$125 a day, and the cost for room and board per individual student is \$6,694 a month on an as-needed basis. 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 a purchase order submitted to the Board of Trustees for approval.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Robyn Phillips, Interim Deputy Superintendent, Business and Support Services

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EXHIBIT 20

21. **NETWORK FOR A HEALTHY CALIFORNIA COALITION PROGRAM SERVICE AGREEMENT – ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:**

Approval of the Network for a Healthy California Coalition Program service agreement with the Orange County Superintendent of Schools to promote healthy eating habits and a physically active lifestyle for students. Orange County Superintendent of Schools will pay the District \$88,571 or actual costs, whichever is less, for services performed as outlined in this agreement, effective October 1, 2011, through September 30, 2012.

CUSD Strategic Plan Pillar 2: Safe & Healthy Schools

Contact: Robyn Phillips, Interim Deputy Superintendent, Business and Support Services

Page 229
EXHIBIT 21

22. **PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT BID NO. 211-12, SUPPLIES – SOUTHWEST SCHOOL AND OFFICE SUPPLY:**

Approval authorization to utilize Placentia-Yorba Linda Unified School District Bid No. 211-12 for the purchase of classroom and office supplies, from Southwest School and Office Supply, as needed, under the same terms and conditions of the public agency's contract. This contract provides competitive pricing and allows staff to streamline the procurement process. Anticipated annual expenditures utilizing this contract are approximately \$300,000 funded by the appropriate accounts.

School boards have the authority to "piggyback" on another public agency's bid, per Public Contract Code §20118, when it is in the best interest of a district. It is often advantageous to utilize piggyback bids when contract items are identical to the district's specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain.

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Tim Holcomb, Interim Deputy Superintendent, Business and Support Services

PERSONNEL SERVICES

23. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT–CLASSIFIED EMPLOYEES:**

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

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EXHIBIT 23

24. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

Page 343
EXHIBIT 24

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

25. QUARTERLY REPORT – WILLIAMS SETTLEMENT UNIFORM COMPLAINT:

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EXHIBIT 25

Acceptance of Williams Settlement Second 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. Furthermore, the law requires that any deficiencies or complaints be reported to the Board of Trustees at a regularly scheduled public meeting each quarter.

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 Brick _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

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,
FEBRUARY 13, 2012, 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

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

33122 Valle Road
San Juan Capistrano, CA 92675

ADDENDUM
to
January 25, 2012 Board Agenda

CONSENT CALENDAR - ADDITION

22A **RESOLUTION NO. 1112-29, SIGNATURE AUTHORIZATION:**

Approval of Resolution No. 1112-29 to establish updated signature authorizations for District payroll documents related to warrant processing. The Orange County Department of Education requires the Board of Trustees to establish the names of administrators authorized to sign payroll notices of employment/changes of status, time sheets, vendor orders for payment, and warrant registers.

This resolution authorizes Joseph M. Farley, Superintendent; Robyn S. Phillips, Interim Deputy Superintendent, Business and Support Services; Jodee Brentlinger, Assistant Superintendent, Personnel Services; David W. Carter, Executive Director I, Fiscal Services; Cindy Brown, Manager, Fiscal Accounting; and Matthew Krause, Manager, Payroll, as the District administrators authorized to sign these documents. The resolution also states that a signature stamp is authorized for Joseph M. Farley, Robyn S. Phillips, and David W. Carter and only one signature or signature stamp shall be required by the Board of Trustees for processing these documents. There are no financial implications related to adoption of this resolution.

CUSD Strategic Plan Pillar 5: Effective Operations

Robyn Phillips, Interim Deputy Superintendent, Business and Support Services

Page 332a
EXHIBIT 22A

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.

CALIFORNIA DEPARTMENT OF EDUCATION

GENERAL WAIVER REQUEST

GW-1 (Rev. 10-2-09)

<http://www.cde.ca.gov/re/lr/wr/>

First Time Waiver: **X**
Renewal Waiver: **—**

Send Original plus one copy to:
Waiver Office, California Department of Education
1430 N Street, Suite 5602
Sacramento, CA 95814

Send Electronic copy in **Word** and
back-up material to: waiver@cde.ca.gov

CD CODE					
3	0	6	6	4	6
Local educational agency: Capistrano Unified School District		Contact name and Title: Stacy Yogi, Executive Director, State and Federal Programs		Contact person's e-mail address: syogi@capousd.org	
Address: 33122 Valle Road, San Juan Capistrano, CA 92675		(City) (State) (ZIP)		Phone (and extension, if necessary): 949-234-9244 Fax Number: 949-489-0467	
Period of request: (month/day/year) From: 07/01/2010 To: 06/29/2012		Local board approval date: (Required) January 25, 2012		Date of public hearing: (Required) January 25, 2012	
LEGAL CRITERIA					
<p>1. Under the general waiver authority of <i>Education Code</i> 33050-33053, the particular <i>Education Code</i> or <i>California Code of Regulations</i> section(s) to be waived (number): 52055.740(a) Circle One: EC or CCR</p> <p>Topic of the waiver: QEIA CSR</p>					
<p>2. If this is a renewal of a previously approved waiver, please list Waiver Number: N/A and date of SBE Approval: _____ Renewals of waivers must be submitted two months before the active waiver expires.</p>					
<p>3. Collective bargaining unit information. Does the district have any employee bargaining units? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, please complete required information below:</p> <p>Bargaining unit(s) consulted on date(s): November 15, 2011 (CUEA) and November 18, 2011 (CSEA)</p> <p>Name of bargaining unit and representative(s) consulted:</p> <ul style="list-style-type: none"> Capistrano Unified Education Association (CUEA) California School Employees Association (CSEA) <p>The position(s) of the bargaining unit(s): <input type="checkbox"/> Neutral <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose (Please specify why)</p>					
<p>4. Public hearing requirement: A public hearing is not simply a board meeting, but a properly noticed public hearing held during a board meeting at which time the public may testify on the waiver proposal. Distribution of local board agenda does not constitute notice of a public hearing. Acceptable ways to advertise include: (1) print a notice that includes the time, date, location, and subject of the hearing in a newspaper of general circulation; or (2) in small school districts, post a formal notice at each school and three public places in the district.</p> <p>How was the required public hearing advertised?</p> <p><input checked="" type="checkbox"/> Notice in a newspaper <input checked="" type="checkbox"/> Notice posted at each school <input checked="" type="checkbox"/> Other: (Please specify) : Notif. to community by website</p>					
<p>5. Advisory committee or school site councils. Please identify the council(s) or committee that reviewed this waiver: Kinoshita Elementary School Site Council</p> <p>Date the committee/council reviewed the waiver request: January 18, 2012</p> <p>Were there any objection(s)? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> If there were objections please specify)</p>					

EXHIBIT 2

CALIFORNIA DEPARTMENT OF EDUCATION
GENERAL WAIVER REQUEST
GW-1 (10-2-09)

6. *Education Code or California Code of Regulations* section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (use a **strike out key**). EC 52055.740 (a) for each funded school, the county superintendent of schools for the county in which the school is located shall annually review the school and its data to determine if the school has met all of the following program requirements by the school by the end of the third full year of funding:
- (1) Meet all of the following class size requirements:
- (A) ~~For kindergarten and grades 1 to 3, inclusive, no more than 20 pupils per class, as set forth in the Class Size Reduction Program (Chapter 6.10 (commencing with Section 52120)).~~
- (B) For self-contained classrooms in grades 4-8, inclusive, ~~an average classroom size that is the lesser of clause (i) or (ii), as follows:~~
- (i) ~~At least five pupils fewer per classroom than was the average in 2006-07~~
- (ii) ~~An average of 25 pupils per classroom.~~

7. Desired outcome/rationale. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. If more space is needed, please attach additional pages.

Please see Attached

8. Demographic Information:
Kinoshita Elementary School has a K-5 student population of 645 students and is located in San Juan Capistrano in South Orange County. Students are 98% Hispanic/Latino, 96.7% socioeconomically disadvantaged, and 76% English learners.

Is this waiver associated with an apportionment related audit penalty? (per EC 41344) No ☒ Yes ☐
(If yes, please attach explanation or copy of audit finding)

Has there been a Categorical Program Monitoring (CPM) finding on this issue? No ☒ Yes ☐
(If yes, please attach explanation or copy of CPM finding)

District or County Certification – I hereby certify that the information provided on this application is correct and complete.

Signature of Superintendent or Designee:	Title: Superintendent	Date: January 25, 2012
--	---------------------------------	----------------------------------

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Staff Name (type or print):	Staff Signature:	Date:
Unit Manager (type or print):	Unit Manager Signature:	Date:
Division Director (type or print):	Division Director Signature:	Date:
Deputy (type or print):	Deputy Signature:	Date:

Kinoshita Elementary School

Attachment to Waiver: Item 7: Desired outcome/rationale.

Rationale:

Capistrano Unified School District is a suburban school district located in South Orange County and has a student population of approximately 50,505. Kinoshita Elementary School is located in San Juan Capistrano, is a schoolwide Title 1 program and has a K-5 student population of 645 students. Students are 98% Hispanic/Latino, 96.7% socioeconomically disadvantaged, and 76% English learners.

Since the inception of the Kinoshita QEIA program, the school has made significant progress. The Kinoshita API has grown 99 points over the past four years to an all time high of 775 in 2011. With the assistance of QEIA, the school has been able to reduce class size, eliminate combination classes, and provide valuable professional development which led the school to exit Program Improvement in 2008. Although the school is back in Program Improvement Year 1, the API is at its highest in the history of the school and all numerically significant subgroups met the math target in 2011.

Due to fiscal constraints, class sizes in CUSD have been recalculated and have increased in subsequent years. The district CSR program has changed to allow classes in Kindergarten through third grade to exceed 20.44 to over 30.

Kinoshita's QEIA class size reduction requirements have been met with the exception of Kindergarten, 2nd, and 3rd grade target of 20.44 in the 2010-11 school year. The Kinoshita average in Kindergarten was 21.1 which was 0.66 above the requirement. The average in 2nd grade was 3.36 above the requirement, and the average in 3rd grade was 1.66 above the requirement. All other grades met the required target for CSR in the 2010-11 school year. The parent community, school staff, and district staff are all committed to continuing and supporting the strong growth at Kinoshita Elementary school. It would be unfortunate if this upward trend were interrupted.

CUSD is anticipating that Kinoshita will be able to meet proposed revised class size targets of 25 or less for each class in grades K-3 and 26.5 on average in grade 5 for the 2011-2012 year. Grade 4 is anticipated to have an average of 30.6. If this waiver request is approved, Kinoshita will structure the classes to meet the 26.5 average for grades 4 and 5 in 2012-2013.

Desired Outcome:

CUSD is requesting a waiver of the QEIA CSR targets and the establishment of alternative CSR targets at Kinoshita Elementary School for kindergarten through three of 25.0 per class, an average of 30.6 for grade 4 and an average of 26.5 in grade 5. We believe approving the waiver request would meet the spirit of the law of the QEIA legislation to improve school performance by reducing class size.

Class Size Reduction Information (Grade K-5) 2005-2012:

Grade	2005-06	QEIA CSR Target	2006-07	2007-08	2008-09	2009-10	2010-11
Grade 4	28.5	23.5	27	24.2	24.6	23.7	22.6
Grade 5	32	25	26.3	25.4	23.8	24.8	23.4

Grade	Class A	Class B	Class C	Class D	Class E	Class F	Class G	YEAR
K	18	18	19	19	19			2005-06
	19	19	20	20	20	21		2006-07
	20	20	20	20	21			2007-08
	20	21	21	21	21	21		2008-09
	20	20	20	20	20	20		2009-10
	18	20	20	21	22	22		2010-11
	20	20	20	21	21			2011-12
1	19	19	20	20	20	11 (combo #1)		2005-06
	19	19	20	20		11 (combo #1)		2006-07
	19	19	19	19	20	20		2007-08
	18	19	20	20	20			2008-09
	17	19	19	20	20	20		2009-10
	18	18	19	20	20	20		2010-11
	24	24	24	24	25			2011-12
2	19	19	20	20		7 (combo #1)	10 (combo #2)	2005-06
	18	20	20	20	20	9 (combo #1)		2006-07
	20	20	21	21		13 (combo #1)		2007-08
	19	19	19	19	20	20		2008-09
	17	17	18	18	18			2009-10
	22	22	23	24	25			2010-11
	21	23	23	24	24			2011-12
3	17	18	18	19	19	20	8 (combo #2)	2005-06
	18	19	19	19	20			2006-07
	17	17	17	18	19	7 (combo #1)		2007-08
	18	18	19	19	20			2008-09
	18	19	19	20	20	20		2009-10
	22	22	23	23				2010-11
	22	23	23	23	23			2011-12

MEMORANDUM



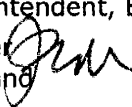
DANNIS WOLIVER KELLEY

750 B Street, Suite 2310
San Diego, CA 92101

TEL 619.595.0202
FAX 619.702.6202

TO: Joseph Farley, Ed.D
Superintendent
Capistrano Unified School District

CC: Ronald Lebs
Deputy Superintendent, Business & Support Services

FROM: Janet L. Mueller 
Sarah Sutherland

DATE: January 17, 2012

RE: Charter School Housing Options,
Our file 1855.12011

You requested we advise the Capistrano Unified School District ("District") regarding the legal standards and requirements that apply to the District's obligation to provide school facility housing for its charter schools, and in particular to the Oxford Preparatory Academy ("OPA"). Please note that this memorandum focuses only the broad requirements for housing as they pertain particularly to facility location and co-location options. We can provide additional or more comprehensive information about other aspects of charter school housing requirements at your request.

In 2000, California voters approved a statewide initiative known as "Proposition 39". Proposition 39 contained a mandate requiring local school districts to provide housing to charter schools operating within the school district. Proposition 39 was codified at Education Code section 47614, which states in key part as follows:

"Each school district shall make available, to each charter school operating in the school district, facilities sufficient for the charter school to accommodate all of the charter school's in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the district. Facilities provided shall be contiguous, furnished, and equipped, and shall remain the property of the school district. The school district shall make reasonable efforts to provide the charter school with facilities near to where the charter school wishes to locate, and shall not move the charter school unnecessarily."

At that time and for several years thereafter, school districts attempted to comply with this mandate but practice varied until the California Department of Education ("CDE") promulgated regulations for Proposition 39 compliance,¹ and cases began making their way through the State court system. Since that time, regulations have been both enacted and revised (and legally challenged), and there have been at least five Appellate Court decisions

¹ / See Cal. Code Regs., tit. 5, section 11969.1 et seq. (hereinafter "CDE Regulations").

addressing various aspects of Proposition 39 compliance. In terms of compliance, it is clear that once a charter school has made a timely and otherwise legally sufficient request for facilities, facilities -- or a mutually-agreed-upon alternative-- *must* be provided, regardless of whether a school district has sufficient space or an ideal location available to house a charter school. It also must make an offer recognizing that "the intent . . . is that public school facilities should be shared fairly among all public school pupils, including those in charter schools." (Ed. Code, §47614(a))

With regard to issues of location, co-location and facility sharing, several legal principles govern, stemming from a combination of statutory language, CDE regulations, and case law, which are summarized as follows.

- Co-Location. Co-location of a charter school with a regular public school on a school campus is permissible but not mandatory
- "Reasonable Equivalence." Facilities provided to charter schools must be "reasonably equivalent" to schools that the students of the charter school otherwise would have attended, in terms of capacity and condition, which is determined with reference to a comparison group of district schools and other regulatory standards. Most importantly for the issue of location, a facility offered to a charter school must meet the requirement that it be "contiguous." (Ed Code, §47614, CDE Regulations, §11969.2-11969.3)
- Contiguity. A facility is considered "contiguous" if it is one that is contained on the school site or immediately adjacent to the school site. If the in-district average daily classroom attendance of the charter school cannot be accommodated on any single school district site, contiguous facilities also include facilities located at more than one site, provided that the school district minimizes the number of sites assigned and considers student safety. (CDE Regulations, §11969.2(d).)

The current standards in place regarding the "contiguous" site requirement emanate from a 2005 case, *Ridgecrest Charter School v. Sierra Sands Unified School District* (2005) 130 Cal.App.4th 986. In that case, the court found fault with a school district's offer of classrooms to a charter school that were located at multiple sites. While the Court held that the school district retained the discretion to determine how best to allocate its facility resources, the court nevertheless held that school districts must begin with the assumption that it should assign all charter school students to one site, even if it required some disruption or dislocation of regular district students. The *Ridgecrest* court did not establish a single site "rule" for all cases, but it held that a school district must give the same consideration to charter school students as it does to regular district students in allocating facilities, and it may not split a charter school among multiple sites unless it makes findings and adopts a written statement of reasons explaining why it is not feasible to house the charter students on a single site.

After the *Ridgecrest* decision, the CDE Regulations were revised to incorporate the foregoing concepts. CDE Regulations specify that "if a school district's preliminary proposal or final notification of space does not accommodate a charter school at a single school site, the district's governing board must first make a finding that the charter school could not be accommodated at a single site and adopt a written statement of reasons explaining the finding " (CDE Regulations, § 11969.2(d).)

- Relocation. A district must make reasonable efforts to provide a charter school with facilities near to where it wishes to locate. A charter school, once housed, may not be moved unnecessarily. There is no case law interpreting the circumstances under which it could be necessary to move a charter school that has been housed in a particular location

Compliance with Proposition 39 is a complex matter, often pitting schools against each other for space. With regard to OPA in particular, the District is obligated under Proposition 39 to provide reasonably equivalent and contiguous facilities for the number of in-district students that OPA has projected will be attending its school next year. OPA is awaiting a decision from the District regarding a request to increase its total enrollment starting next year, and this determination will determine how much space is owed to OPA next year. If the enrollment increase request is granted, the District will be responsible for providing housing for 614 projected in-District students, if the enrollment increase is not granted, the District will be responsible for providing housing for 501 projected in-District students.

Please let us know if you require additional information regarding this matter.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 25, 2012

**CHARTER SCHOOL MATERIAL REVISION REQUEST –
OXFORD PREPARATORY ACADEMY**

BACKGROUND INFORMATION

Oxford Preparatory Academy-South Orange County (OPA-OC) submitted a request for a Material Revision to their existing charter, which was authorized by the District's Board of Trustees for an initial five-year term on March 8, 2010. OPA is seeking to materially revise the OPA-OC charter to:

1. Increase enrollment from 628 to 772 beginning with the 2012-2013 school year and continuing for each of the remaining school years in the current charter term
2. Provide that the CUSD representative to the charter board may serve as a voting member
3. Allow OPA-OC Board meetings to alternate among all campuses operated by OPA
4. Allow OPA-OC's Board to hold quarterly, instead of annual meetings
5. Replace board position titles of "President" and "Vice President" with "Chairman" and "Vice Chairman" in the charter

In accordance with Education Code §47607, material revisions of a charter require the approval of the authority that granted the charter and are governed by the standards and criteria in Education Code §47605. In accordance with Education Code §47605 and Board Policy 0420.4, as the authority that granted OPA-OC's charter, the Board of Trustees held a public hearing on the provisions of the charter within 30 days of its receipt of the Petition. In accordance with the same, the Board of Trustees must decide whether to grant or deny the request for material revision within 60 days of its receipt of the petition.

On December 12, 2011, the Board of Trustees received OPA-OC's request for Material Revision to their charter and set a public hearing on the provisions of the charter for January 9, 2012, to consider the level of support for the petition by District teachers, employees, and parents. Following the public hearing and after consideration and review of the request for material revision, the Trustees must either grant or deny the request at the Board meeting on January 25, 2012. In order to deny any of the requested material revisions, the Board must adopt written factual findings specific to the material revision request.

CURRENT CONSIDERATIONS

The purpose of this agenda item is for the Trustees to consider and decide either to grant or deny OPA-OC's request for Material Revision. A detailed analysis is provided in the attached staff report.

The Board of Trustees has three options:

1. Deny the five Material Revision requests by adopting the attached Staff Report in its entirety;
2. Deny some of the Material Revision requests by adopting the findings in the attached Staff Report that pertain to the requests the Board wishes to deny:
 - a. To deny Material Revision request number 1, regarding enrollment, the Board should move to deny the request and adopt the findings in sections II, III, IV, V, VI.A.1, VI.B.1, and VI.C of the attached Staff Report.
 - b. To deny Material Revision request number 2, regarding a CUSD appointed OPA-OC Board member becoming a voting member, the Board should move to deny the requested revision and adopt the findings in sections II, III, IV, V, VI.A.2, VI.B.2, and VI.C of the attached Staff Report.
 - c. To deny Material Revision request number 3, regarding the location of OPA-OC Board meetings, the Board should move to deny the requested revision and adopt the findings in sections II, III, IV, V, VI.A.2, VI.B.2, and VI.C of the attached Staff Report.
 - d. To deny Material Revision request number 4, regarding frequency of OPA-OC Board meetings (quarterly instead of monthly), the Board should move to deny the requested revision and adopt the findings in sections II, III, IV, V, VI.A.2, VI.B.2, and VI.C of the attached Staff Report.
 - e. To deny Material Revision request number 5, regarding revision to OPA-OC Board member titles, the Board should move to deny the requested revision and adopt the findings in sections II, III, IV, V, VI.A.2, VI.B.2, and VI.C of the attached Staff Report.
3. Grant all of the Material Revision requests by not adopting any of the findings in the attached Staff Report.

Due to the complexity of this issue, a separate staff report is attached which contains a detailed analysis of the Material Revision request. The following items are attached:

- Attachment 1 OPA-OC's Material Revision Request
- Attachment 2 Detailed Staff Report

FINANCIAL IMPLICATIONS

Approval of Material Revision item 1 would result in a loss of enrollment from additional students leaving District schools to attend Oxford Preparatory Academy. Approval of items 2-5 would have minimal financial impact.

STAFF RECOMMENDATIONS

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 take action on items 1-5 of the Material Revision request. For the reasons set forth in the Staff Report, staff recommends the Board deny Oxford Preparatory Academy's Material Revision requests in their entirety and adopt the appropriate factual finds as outlined in the Staff Report.



OXFORD PREPARATORY ACADEMY

November 1, 2011

Dr. Joseph M. Farley, Superintendent
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Re: Oxford Preparatory Academy – South Orange County Charter School Petition Material Revision

Dear Dr. Farley,

On behalf of all the parties associated with Oxford Preparatory Academy – South Orange County (“Oxford Prep”), attached is our official “Material Revision” to our Charter School Petition (“Petition”). The included material revisions we are seeking would change our projected enrollment for school years 2012 - 2013 and 2013 - 2014 (see attached page 67 from Charter Petition for redline changes). The requested enrollment projection increase is in response to the significant number of students who have expressed a meaningful interest to enroll in our charter school. We currently have received a total of 1,667 Intent to Enroll/Re-Enroll Forms (of which 1,491 are from in-District students) for the 2012 – 2013 school year. We feel that meeting parent requests for school of choice would be advantageous to both parties.

In addition, we are seeking to change item “C. Founding Board” (see page 142) under the Governance portion of the Petition to reflect the following changes:

- A CUSD representative may serve as a voting member;
- The Board of Directors meetings will alternate among all campus locations operated by Oxford Preparatory Academy;
- The nonprofit corporation’s Bylaws require quarterly meetings; and
- The Board position titles of “President” and “Vice President” have been replaced with “Chairman” and “Vice-Chairman” respectively, to conform to Oxford Preparatory Academy By-Laws.

The attached Oxford Preparatory Academy – South Orange County Charter School Material Revisions (pages are attached) are submitted to you for review. We respectfully request that these material revisions be placed on the next Capistrano Unified School District Board meeting agenda. With the approval of these revisions, together, we can ensure the continued success of all students in the Capistrano Unified School District.

Best Regards,

Sue Roche

Sue Roche
Executive Director, President
Oxford Preparatory Academy, Inc.



If the total enrollment in the school must expand to accommodate student demand including, but not limited to, students on its waiting list, the charter school must seek approval of that material revision from the District's Board and together with the District agree upon a new maximum enrollment for the agreed upon, designated term.

Projected Enrollment by Grade Levels

Grade Level	2011-2012+	2012- 2013	2012-2013- 2013-2014
Kindergarten	56	64 56	64
First	56	128 56	64 56
Second	56	64 56	128 56
Third	60	64 60	64 60
Fourth	60	64 60	64 60
Fifth	60	64 60	64 60
Sixth	60	96 60	64 60
Seventh	60	64 60	96 60
Eighth	60	64 60	64 60
Independent Study	100	100 100	100 100
Total	628	772 628	772 628

Instructional Minutes

In California, there are both required and recommended actions regarding courses of study and the instructional time needed to deliver them to elementary and secondary students. In the absence of either the Education Code or a recommendation from the State Board of Education (SBE) and the California Department of Education (CDE), external recommendations from national subject-area associations are given as guidelines.

Oxford Preparatory Academy may utilize the California Department of Education and National Subject-Area Associations' recommendations for courses of study and instructional time. The law does not require a specific number of minutes of English Language Development for English Learners (EL). Oxford Preparatory Academy has the discretion to determine the amount of time appropriate for students at different English language proficiency levels. EL instruction will be embedded throughout the instructional program.

Oxford Preparatory Academy students will receive, at a minimum, the following number of instructional minutes for the school year. However, to expand the opportunities for all students and to lessen the amount of pullout time for specialized learning situations, we will extend the school's instructional day. Additionally, elective classes will be offered outside of the school day to further minimize the impact of pullout time on core instruction. The table below shows the amount of minutes, on an annual basis, in excess of the State minimum (Education Code § 46201) that will be added to allow for this feature of our program.

A school calendar will be finalized (see following pages for "draft" master calendar) once the charter is approved.

Grade Level	State Minimum Number of Instructional Minutes	# of additional instructional minutes	Instructional Minutes
Kindergarten	36,000	+1,370	*37,370
1 - 3	50,400	+2,750	53,150
4 - 8	54,000	+1,435	55,435

O. Projected Master Calendar and Sample School Day

Proposed School Calendar



of Directors on key strategic decisions facing the organization and to assist with fundraising efforts. Any committee with decision-making authority shall comply with the Brown Act.

C. Founding Board

The current Board of Directors (the "Founding Board") has five (5) voting members. If the Capistrano Unified School District exercises its right to appoint a representative pursuant to its right to do so under the Charter School Act, a voting representative shall be added for this purpose, pursuant to a Charter Petition granted by that District.

Members are selected in accordance with Corporation Code §5047. Oxford Preparatory Academy, Inc. reserves the right to expand the number of seats on its Board of Directors in the future. The Board of Directors meetings will alternate among all campus locations operated by Oxford Preparatory Academy.

Desired areas of expertise to fulfill the mission and vision of the school for our students among the board members include: education management and instruction, real estate and construction, public relations and marketing, business, grant writing, school development, legal services, accounting and school finance, nonprofit community development and nonprofit compliance. The Oxford Preparatory Academy, Inc. Bylaws have been developed by the Board of Directors (Exhibit Appendix H, Bylaws).

The following are members of the Founding Board (resumes attached) comprising the Board of Directors for Oxford Preparatory Academy, Inc. with their respective expiration of terms:

Mary Chladni, Secretary	June 30, 2012
Bob Kuhnert, Esq., Member	June 30, 2012
Dana Reupert, President Chairman	June 30, 2013
Sue Teele, Ph.D., Member Vice-Chairman	June 30, 2013
Janet Yang, Ph.D. VACANCY, Treasurer	June 30, 2013

D. Process for Selecting Board of Directors and Creating Policy

The Board of Directors will serve for a term of either two (2) or three (3) years. Two (2) members will serve two (2) year terms and three (3) members will serve three (3) year terms in order to provide and maintain continuity and a smooth transition between board elections. The process for elections of new Board Members shall be as set forth in the Bylaws of the Oxford Preparatory Academy, Inc. Members may serve any number of consecutive terms.

Officers will be elected every two years at the last meeting of the school year. Before the meeting, a nominating committee of three Board members will nominate qualified candidates for a Board vote to serve two-year terms of office. The Board will elect officers beginning with the ~~President, Vice President~~Chairman, Vice-Chairman, Secretary and Treasurer, and can create other Officers of the Corporation as it deems necessary, at their first meeting of the school year.

E. Meetings

The nonprofit corporation's Bylaws will require ~~monthly~~ quarterly meetings. However, it is the prerogative of the Board to call additional meetings as they deem necessary. In the early stages of development, the Board realizes how important it is to create dialogue and the necessary actions to create a successful school. Board committees may meet

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 25, 2012

**CHARTER SCHOOL MATERIAL REVISION REQUEST –
OXFORD PREPARATORY ACADEMY
DETAILED STAFF REPORT**

BACKGROUND

The Capistrano Unified School District (“District”) received the Oxford Preparatory Academy – South Orange County (“Charter School” or “OPA – OC”) Charter Petition (“Petition”) on October 31, 2010. Included in the Petition, were the following statements:

1. OPA expected 628 students in the first year (page 22)¹
2. The OPA governing board would be made up of 5 voting members elected at the end of school year (page 143)
3. The OPA Board would meet monthly and abide by the public meeting laws, including the Ralph M. Brown Act (per the bylaws) (pages 143).

At that time, staff reviewed the Petition and expressed concerns with some of the Petition’s content, including, as relevant here: its budget, financial projections and financial documents; and its governance structure as described in the Petition.

In particular, staff noted that the Charter failed to provide sufficient evidence substantiating its projected initial enrollment of 628 students. In addition, there was concern that the governance provisions of the Petition were unclear because of the overlapping governance, staffing, and potential co-mingling of funds between the proposed OPA-OC and another, preexisting Oxford Preparatory Academy – Chino Valley (“OPA-CV”). OPA-CV was authorized by another school district, and it was unclear how the Petitioners, who all seemed to be current employees of OPA-CV, could also run a charter school in another school district. Further, the Petition and its attachments were inconsistent in several ways, and including in regards to the Brown Act and governance of the schools. Finally, a number of concerns were raised regarding the budget accompanying the Petition because it was unclear how OPA-OC would fund all the promises in the Petition, and how it would do so in a transparent manner that did not involve comingling and reliance on its other charter school.

District staff worked with the Petitioners to address these concerns with the Petition. This led to a revised Petition (which replaced the October 31, 2010 version of the Petition) and a final Memorandum of Understanding (MOU) memorializing the parties’ understanding of each others

¹ The District did not negotiate a lower enrollment cap as part of the Petition consideration process.

obligations. In finalizing the MOU, District staff laid out its most significant areas of concern to the Petitioners in a cover letter. In particular:

- District staff stated that any increases in enrollment would require a material revision agreement from the Board because changes to the student enrollment would require changes to the staffing, facilities, budgets and academic programming, which was already of concern in reviewing the original Petition.
- District staff called attention to the MOU terms that required the Charter's Board to abide by the Brown Act, Government Code section 1090 (conflict of interest in contracts), the Political Reform Act and all conflict of interest laws, and also that Petitioners were required to run OPA-OC separate and distinct from its other charter school.

These documents were provided to the Petitioners, and they agreed to the MOU as part of the Petition to be heard by the District Board. The revised Petition, dated February 23, 2011 ("Revised Petition") and the MOU were evaluated and approved by the District Board at the March 8, 2011 meeting. The Charter School opened for the 2011-2012 school year under the revised Petition and MOU.

REQUEST TO MATERIALLY REVISE THE CHARTER

On December 11, 2011, the District Board of Trustees received OPA-OC's request for material revisions ("Material Revisions") of their Charter. OPA-OC has operated for five months under its existing charter, and the material revisions would result in significant and immediate changes to their size, operations and governance structure.

The Material Revisions request the Board of Trustees to allow OPA-OC to:

1. Increase enrollment from 628 to 772 for the 2012-2013 school year and for each school remaining in the 5 year charter term;
2. Amend the terms of the Charter to allow OPA-OC's governing board to meet quarterly, instead of monthly as required by the current Petition and MOU;
3. Amend the terms of the Charter to allow OPA-OC's governing board to alternate meeting locations among other the charter schools operated by OPA, two of which are outside District boundaries²;

² The current Charter and MOU require the OPA-OC Board to meet monthly. The governing board of OPA-OC also operates OPA-CV, and has petitioned to open a third charter school, OPA-Oceanside, such that the material revision will allow OPA-OC board meetings to alternate, on a quarterly basis, between Chino Hills, Capistrano, and Oceanside. If OPA is granted charters from other school districts during OPA-OC's term, the Board would be allowed to alternate meetings between more than three locations. It is not clear how many charter schools the OPA operators will seek to operate.

4. Allow a District representative to the serve as a voting member on the charter board, and
5. Replace board officer titles of “President” and “Vice President” with “Chairman” and “Vice Chairman.”

To accomplish these revisions, Petitioners submitted two pages (page 67 and page 142) of their existing charter document with the following revisions identified:

- (1) On page 67, change enrollment from 628 students to 772 students;
- (2) On page 142, add a sentence that provides as follows:

“The Board of Directors meetings will alternate among all campus locations operated by Oxford Preparatory Academy,” reflect the position title changes, and provide “The nonprofit corporation bylaws will requirement quarterly meetings” instead of the existing sentence which provides: “The nonprofit corporation bylaws will require monthly meetings.”

Some of the requested revisions (quarterly Board meetings, and alternating meetings among every charter school operated by OPA) contradict agreements OPA made in gaining charter approval last March. Petitioners did not submit any other pages or attachments which would show how these changes would affect other areas of operations and required charter descriptions and inclusions. Petitioners also did not submit any revisions that would allow any District-appointed board member to become a voting member of the OPA-OC Board. Finally, Petitioners did not address how they intend to accomplish revisions to the MOU that would become necessary if the material revisions are granted.

STANDARD OF REVIEW FOR REQUEST FOR MATERIAL REVISIONS

Education code section 47607 states that material revisions shall be reviewed using the same considerations as the original petition, which considerations are set out at Education Code section 47605(b). Education Code section 47605(b) sets forth the following guidelines for governing boards to consider in reviewing charter petitions:

- The chartering authority shall be guided by the intent of the Legislature that charter schools are, and should become an integral part of the California educational system and that establishment of charter schools should be encouraged.
- A school district governing board shall grant a charter for the operation of a school under this part if it is satisfied that granting the charter is consistent with sound educational practice.
- The governing board of the school district shall not deny a petition for the establishment of a charter school unless it makes written factual findings, specific to the particular petition, setting forth specific facts to support one or more of the following findings:

- (1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.
- (2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the Petition.
- (3) The petition does not contain the number of signatures required by statute.
- (4) The petition does not contain an affirmation of each of the conditions required by statute.
- (5) The petition does not contain reasonably comprehensive descriptions of the required elements of a charter petition.

In addition to the above, the California State Board of Education promulgated regulations for the SBE's evaluation of its own charter petition submissions (Cal. Code Regs., tit. 5, section 11967.5.1 "Regulations"). Although these Regulations do not apply by law to a school district's review of charter petitions, they are helpful guidance. Where relevant, staff can and will use the text of these Regulations in adopting its final recommendations.

STAFF RECOMMENDATIONS

Based upon its comprehensive review and analysis of the Revised Petition, MOU, and requested Material Revisions, Staff recommends that the Material Revisions be **denied** on the grounds Petitioners do not provide reasonably comprehensive descriptions of the Material Revisions, and are demonstrably unlikely to successfully implement the program if the Material Revisions are granted. Staff findings with respect to each identified deficiency appear below. This Staff Report also contains Staff's analysis of the Material Revisions and the written findings supporting Staff's recommendation of denial.

Generally, Staff is concerned that the Material Revisions contravene agreements made with the District as a condition to being approved by the District Board last March. Staff is also concerned that Petitioner submitted these revisions with only five months of operations accomplished, and those months have not been without significant incidents. Petitioners have not provided opportunity for the District to determine if the Charter School has been successful in its attempt to meet its stated educational goals or properly and successfully implemented the requirements of its governance to operate transparently and allow the public and parents to participate, before seeking to significantly change the terms of the Charter.

Staff concludes the Material Revisions are premature and violate the at least the spirit of the Charter Schools Act and the Brown Act, if not the actual provisions. Moreover, the Petitioners cannot reasonably assert that they are likely to successfully implement the new programs when they have not been operating long enough to determine if they have successfully implemented their current charter

If the Board does not wish to deny the Material Revisions in their entirety, it may adopt staff's findings in part by adopting only those findings that apply to those Material Revisions it wishes to deny. The Board does not need to adopt any findings to grant any of the Material Revisions, but does need to adopt written factual findings specific to the Petition before it in order to deny any or all of the Material Revisions. As such, the Board should adopt the findings in Section V, *supra*, related to the Material Revisions it wishes to deny, if any.

GROUND FOR DENIAL

Staff recommends that the Material Revisions, as a whole, should be denied for the following reasons:

- A. The Petition fails to provide a reasonably comprehensive description of all required elements of a charter petition;**
- B. The Petitioners are demonstrably unlikely to successfully implement the program set forth in the Petition; and**
- C. The Petition does not contain the required parent or teacher signatures.**

FACTUAL FINDINGS SUPPORTING DENIAL OF MATERIAL REVISIONS

The **bold** headings and text under each heading, represents written factual findings, which, if adopted by the Board, would constitute grounds for denial of the Material Revisions, as a whole.

A. Petitioners Have Failed to Provide a Reasonably Comprehensive Description of all Elements Required by the Material Revisions

Education Code section 47605, subdivision (b)(5)(A-P), requires a charter petition to include reasonably comprehensive descriptions of numerous elements of the proposed charter school. The Regulations require the "reasonably comprehensive" descriptions required by Education Code section 47605(b)(5) to include, but not be limited to, information that:

- 1. Is substantive and is not, for example, a listing of topics with little elaboration.
- 2. For elements that have multiple aspects, addresses essentially all aspects the elements, not just selected aspects.
- 3. Is specific to the charter petition being proposed, not to charter schools or charter petitions generally.
- 4. Describes, as applicable among the different elements, how the charter school will:
 - a. Improve pupil learning.
 - b. Increase learning opportunities for its pupils, particularly pupils who have been identified as academically low achieving.
 - c. Provide parents, guardians, and pupils with expanded educational opportunities.
 - d. Hold itself accountable for measurable, performance-based pupil outcomes.

- e. Provide vigorous competition with other public school options available to parents, guardians, and students.

(Cal. Code Regs § 11967.5.1, subd. (g).) Staff finds that the Petitions fails to provide reasonably comprehensive describe the Material Revisions and their impact on the many aspects of OPA-OC's operations, particularly in light of the regulatory definition, as identified above and described below. It is concerning that the Charter School operators believe they can make such drastic changes to their enrollment and governance by providing a few pages of their Petition with some words red-lined and replaced, without making any effort to conform the rest of the Charter to account for the Material Revisions.

1. The Material Revision to Increase Enrollment renders the educational program description not reasonably comprehensive [Education Code section 47605, subdivision (b)(5)(A)]

Under Education Code section 47605, subdivision (b)(5)(A), the Charter is required to provide a comprehensive description of the education programs of the school and include information regarding instruction, resources to be used, and the basic learning environment. However, the Material Revisions provide for almost 150 new students but do not provide information explaining how those new students will be brought under the Revised Petition's structure or how a larger program could operate in the same way as the existing program without changes to other aspects of operation (i.e. personnel and finance).

In the Revised Petition, as authorized, the Charter School sets forth specific classroom sizes and student to teacher ratios to help facilitate the educational program (page 66). However, in the request for Material Revision, the Charter School has failed to outline how an additional 144 students will be added into the classrooms and still maintain the ratios as currently outlined in the Revised Petition. Moreover, the Material Revisions do not provide any information regarding the number of students within each grade level to reflect a new total number of enrolled students. Petitioners submitted no revised budget or other financial documents demonstrating additional staffing and resources that would be required to educate the additional students, and submitted no revised staffing plan or explanation.

In addition, the Revised Petition recognized that learning best occurs when there is collaboration between parents, teachers, administration and the community (page 44). However, under the proposed new governance structure, interactions between the community, administration, and parents will be greatly reduced as the number of meetings held within the community served will drop significantly. The Material Revisions would reduce the number of meetings related to the Charter School from twelve to four a year. Moreover, the change from meetings alternating between the Chino and South Orange County to rotating between all locations that Oxford Preparatory Academy would drastically reduce the number of meetings actually held within the community from six to one, or possibly even none if Oxford Preparation Academy is authorized by more than four local education agencies. Nothing in the Material Revisions provided by the Charter School explains how the revisions will continue to meet the self-created objective of collaboration with the community when it is significantly reducing access from the community

to the Charter School administration and governance, and making the Charter School's operations less transparent.

Nothing in the Material Revisions indicates how the proposed changes will assist the Charter School to foster the learning environment or better meet the intent of the Charter Schools Act. It is unclear how adding a significant number of students will help students to learn, with more students needing to be taught, or how it will expand the learning opportunities for students identified as academically low achieving. The Material Revisions do not address how resources will be allocated, or even how they will be increased and spent to adjust for the increased number of students. Further, nothing in the Material Revisions explains how parents will have better access to the educational process or governance of the school based on the proposed changes to the Charter School Board. Similar concerns were brought to the Charter School prior to their submission of the Revised Petition for the Board's approval.

2. The Material Revisions to Modify OPA-OC's Board Meeting Location and Frequency Do Not Provide Reasonably Comprehensive Descriptions of the Governance [Education Code section 47605, subdivision (b)(5)(D)]

Education Code section 47605, subdivision (b)(5)(D) requires a comprehensive description of the governance structure of the school, including the process to ensure parental involvement. The Material Revisions proposed by the Charter School significantly change the governance structure of the school but fail to adequately describe or otherwise account for the significant governance and operational revisions that would need to occur to the charter, MOU, and other policies and procedures if the Material Revisions is granted. The Material Revisions also fail to describe or explain how the changes will assist in maintaining parental involvement, and more importantly, occur in line with the Brown Act.

In fact, and despite the fact that the description is not specific or complete enough to allow meaningful analysis, the Material Revisions to the governance structure for the Charter will significantly **reduce** the likelihood and ability of parents and the community to be informed of and involved in the governance and administrative decision making at the Charter School. Moving the meetings to a quarterly schedule cuts the number of opportunities for parents to address their concerns to the governing board by two-thirds. Moreover, moving the meeting to a cycle through all of the schools opened by the Charter School's governance puts these meetings at locations further away from parents who might seek to be heard, and in less certain locations. In addition, there is nothing in the Material Revisions that indicates if the Charter School's business will be the sole topic of a Charter School Board meeting, thus further limiting participation rights.

Further, including a District employee as a voting member of the Charter School board appears to present an unresolvable and yet unrecognized conflict of interest, raising further concern. The Material Revisions do not recognize this potential legal problem, much less does it adequately describe how the Charter School will avoid such issues if the Material Revision is granted. The District, as the authorizer of the Charter School, must be able to maintain its ability to properly oversee the Charter School, which is required under Education Code section 47604.32. Without

resolving this apparent conflict of interests, the Charter School has not met its obligations under subsection 47605(b)(5)(D).

B. Petitioners Are Demonstrably Unlikely to Successfully Implement the Program Allowed Through the Material Revisions

The Charter School is also demonstrably unlikely to successfully implement the Material Revisions in compliance with its existing Charter and the Brown Act. Included in this analysis is an evaluation of the financial and operational plan. All of the Material Revisions proposed by the Charter School are not realistic, either fiscally or operationally, because the Material Revisions fail to recognize or describe the nature and extent to which the Charter School will change if granted the Material Revisions.

1. Petitioners are demonstrably unlikely to successfully implement the educational program described in the existing charter if it is allowed to increase enrollment based on the current submission.

The Charter School does not provide any information that shows the Charter School has amended its budgets and resources to accommodate 144 new students next year within the existing facility. With such an increase in student population, the Charter School will have to provide more staffing, resources, and materials to provide students with the curriculum outlined in the Revised Petition. However, there are no financial revisions or budget notes to address the increased funding, its allocation, or costs. This is especially true with regards to the heavy reliance on teacher training and resources to create improved educational opportunities and outcomes for students that underlies most of the Revised Petition. Without providing any information about the financial resources the Charter School will use to support its increased size, the Charter is demonstrably unlikely to successfully implement the Material Revisions.

This is of further concern given testimony by parents at the Public Hearing on the material revision, which suggested that Charter School is using its independent study program to screen and prioritize admission to its school based program, and also challenged the validity of the intent to enroll forms submitted with the Charter School's facility request.

2. Petitioners are demonstrably unlikely to successfully implement the educational program described in the existing charter if its governing board is allowed to meet only quarterly, and alternate among all charter schools operated by OPA.

Staff is further concerned that the proposed changes in the Charter School's board meeting schedule will limit the transparency of the Charter School, because each meeting may include budget discussions related to all or none of the Oxford Preparatory Academies ("Academies"), and OPA-OC will no longer be operated in the jurisdiction of the District. During review of the original Petition, Staff conveyed their concerns to the Charter School that meetings which co-mingled the business of each of the charter schools run by the Academies might run the risk of co-mingling funds between the schools, raise conflict of interest issues, and violate Brown Act requirements. In order to operate with the requisite level of transparency demanded by public accountability laws, the Charter School must provide a clear picture of its financial structures

and resources. Changing the board meetings such that all Academy business will be discussed at any meeting held in any location does not meet the requirements that the Material Revisions be realistic and comply with applicable laws.

Not only do these changes risk the financial soundness of the Revised Petition, they also undermine the operational implementation of the Revised Petition. As part of the Revised Petition and the MOU, the Charter School agreed to comply with the Ralph M. Brown Act, the Political Reform Act, and Government Code section 1090. The Material Revisions pave the way for less clear and more difficult compliance with all of these legal provisions.

The requested change in meeting schedules and locations may in and of itself violate the Brown Act. Board meetings must be held within the boundaries of the territory over which the local agency exercises jurisdiction, except in certain specified circumstances not applicable here. The Material Revisions would allow the OPA governing Board to cycle through every school district in which they are granted a charter petition, without limitation. This language is also vague as to the number of potential sites at which meetings might be located. If this is coupled with the reduction of meetings to quarterly, it is possible that in a year, there will be no board meetings within the District's boundaries, where OPA-OC is located. This would prevent the open and transparent governance that is required by the Brown Act and the Charter Schools' Act. The purpose of the Brown Act is to ensure the public has access to the bodies deliberating "the people's business." Staff finds that quarterly meetings in unknown and varying locations would violate that principle and thereby would violate the terms of the Revised Petition to abide by the Ralph M. Brown Act.

Further, and even though it's unclear how the submission would accomplish such, the Material Revision placing a District representative on the Charter School Board as a voting member will create a conflict of interest that violates the Political Reform Act and/or Government Code section 1090. The Political Reform Act prevents public officials, including public employees, from making or influencing a decision in which the official may have an economic interest. Government Code section 1090 prevents public officials from having a financial interest in the decisions of any board on which they sit. If the Charter School board meets to discuss items that have financial impact on the District, the District employee sitting on the Charter School board could be in violation of these conflict regulations. Further, even having a District employee or Board member on the Charter School's Board could create the appearance of impropriety. It may also limit the District's ability to provide proper oversight as all Charter School board decisions would have the implication of District approval based on the District employee's presence. The potential conflicts created by this board position cannot possibly meet the requirements of the Political Reform Act or the Government Code section 1090, which are included in the Revised Petition. Therefore, the Charter School has not shown how these Material Revisions would be successfully implemented under the terms of the Revised Petition.

Without providing the proper budgetary information or any explanation of how to meet the governance requirements agreed to in the Revised Petition and required under law, the Charter School has failed to meet the requirement under Education Code section 47605(b)(2) and show that it can successfully implement the program set out under the Revised Petition.

C. Material Revision Does not Contain the Number of Signatures Required by Statute

Finally, Education Code section 47605(b)(3) requires the petition to include signatures of parents intending to enroll their children in the school. The petition must include a “prominent statement that a signature on the petition means that the parent or guardian is meaningfully interested in having his or her child, or ward, attend the charter school, or in the case of a teacher’s signature, means that the teacher is meaningfully interested in teaching at the charter school.” (Subd. (a)(1)(B)(3).) The number of signatures required is half the intended enrollment for the charter school.

Since this is a Material Revision is seeking to add 144 new students, there must be at least 72 signatures provided with the material revision request of either parents meaningfully interested in enrolling their child in the proposed charter, or at least half of the teachers it would take to add these additional students, who are meaningfully interested in teaching at the charter. The Material Revisions do not contain any prominent statement that a signature means the parent or teachers support, intend to enroll their child, or teach in the program described in the Revised Petition, as modified by the Material Revisions. The Charter School has not provided any signatures on a petition for Material Revisions to their Revised Petition that demonstrates the requisite level of support required for consideration. Therefore, the Charter School has not met the requirements to support this Material Revision. The intent to enroll forms cannot serve as a substitute for signatures on the Petition.

This is of particular concern giving the testimony at the Public Hearing regarding an existing lack of transparency in OPA-OC’s governance. No one testified in support of the revisions to the governance model, and only a few spoke in favor of the increase in enrollment.

CONCLUSION

As set forth above, Staff finds that the Material Revisions as a whole fail to meet applicable legal requirements and standards in that they fail to adequately describe the Material Revisions and the impact of those revisions on the remainder of the educational program, governance, and staffing descriptions contained in the Petition. Staff also finds that at this time, Petitioners are demonstrably unlikely to successfully implement any of the material revisions. This is particularly true given the lack of any signatures of any teachers or parents on the petition to support the material revisions to the enrollment numbers and governance.

For all of the foregoing reasons, Staff recommends that the Board deny the Material Revisions of the OPA-OC Petition and adopt this Staff Report as written findings in support of its denial. By clear motion, the Board may adopt portions of this report to deny particular material revision requests and grant others. The Board must adopt written factual findings as detailed above herein for each material revision request it wishes to deny.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 25, 2012

**PROPOSITION 39 PRELIMINARY FACILITIES OFFER –
OXFORD PREPARATORY ACADEMY**

BACKGROUND INFORMATION

On November 1, 2011, the District received Oxford Preparatory Academy's Request for Proposition 39 Facilities for the 2012-2013 school year (Attachment 1). The request sought facilities based on 614 projected in-district classroom average daily attendance (ADA) students. However, this number is predicated upon a charter material revision request that is currently pending before the Board of Trustees, which would increase the charter school's maximum total enrollment from 628 to 772. If the material revision request is not approved, a reasonable estimate of in-district classroom ADA would be approximately 501. This was the 2011-2012 estimate of in-district classroom ADA submitted in the charter school's 2011-2012 Proposition 39 facilities request which was based on the total enrollment figure of 628. The material revision request is scheduled for Board action on January 25, 2012.

The District is obligated under Proposition 39, Education Code §47614 and California Code of Regulations Title 5 §11969.1 – 11969.11 to provide certain facilities to charter schools to house their in-district classroom students. However, the District is not obligated to provide charter facilities beyond what is required under Proposition 39.

Oxford Preparatory Academy is currently chartered by the District and is sharing facilities at Barcelona Hills Elementary School. Oxford Preparatory Academy's 2011-2012 facilities housing arrangement is defined in a facilities use agreement in lieu of receiving Proposition 39 facilities. Under the facilities use agreement, Oxford Preparatory Academy agreed to lower its enrollment and accept fewer facilities in lieu of being spread over multiple campuses during the 2011-2012 school year.

California Education Code §47614 and California Code of Regulations Title 5 §11969.1 – 11969.11 establish certain requirements related to the provision of school district facilities for use by charter schools. Regulation §11969.9 states, "To receive facilities during a particular fiscal year, a charter school must submit a written facilities request to the school district by November 1 of the preceding fiscal year." In addition, §11969.9 informs charter schools of what a written facilities request must include.

The regulations also provide the timeline for submittal of, and response to, a request for Proposition 39 facilities. The school district shall review the charter school's projections of in-district and total ADA and in-district and total classroom ADA and, on or before December 1, express any objections in writing and state the projections the district considers reasonable. The District's response is provided in Attachment 2. On or before January 2, 2012, the charter school

shall respond to any objections or issues expressed by the school district and/or to the district's projections. The charter school shall reaffirm or modify its previous projections as necessary to respond to the information received from the district. Oxford Preparatory Academy's response to the District's questions/concerns is provided in Attachment 3. Both the District and Oxford Preparatory Academy have met these request deadlines and response requirements.

By February 1, 2012, the school district shall prepare a preliminary proposal in writing regarding the space to be allocated to the charter school and/or to which the charter school is to be provided access. Approval of this agenda item will provide the charter school with the District's preliminary facilities proposal for 2012-2013. At a minimum, the preliminary proposal must include:

1. The projections of in-district classroom ADA on which the proposal is based.
2. The specific location or locations of the space.
3. All conditions pertaining to the space, including a draft of any proposed agreement pertaining to the charter school's use of the space.
4. The projected pro-rata share amount and a description of the methodology used to determine that amount.

The district shall also provide the charter school a list and description of the comparison group schools used in developing its preliminary proposal, and a description of the differences between the preliminary proposal and the charter school's facilities request.

By March 1, 2012, the charter school shall respond in writing to the school district's preliminary proposal expressing any concerns, addressing differences between the preliminary proposal and the charter school's facilities request, and/or making counter proposals.

By April 1, 2012, having reviewed any concerns and/or counter proposals made by the charter school, the school district shall submit in writing a final notification of the space offered to the charter school. The notification shall include a response to the charter school's concerns and/or counter proposals, if any.

By May 1, 2012, the charter school must notify the school district in writing whether or not it intends to occupy the offered space.

CURRENT CONSIDERATIONS

Education Code §47614 provides in relevant part:

Each school district shall make available, to each charter school operating in the school district, facilities sufficient for the charter school to accommodate all of the charter school's in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the district. Facilities provided shall be contiguous, furnished and equipped, and shall remain the property of the school district. The school

district shall make reasonable efforts to provide the charter school with facilities near to where the charter school wishes to locate, and shall not move the charter school unnecessarily.

Attendance Threshold

The first criteria for establishing eligibility for facilities is that the charter school must be either currently providing public education to in-district students, or have identified at least 80 in-district students who are meaningfully interested in enrolling in the charter school for the following year.

Oxford Preparatory Academy has submitted documentation in the form of students currently enrolled at the school and those projected to attend in 2012-2013. District staff has reviewed this documentation, together with Oxford Preparatory Academy's projected in-district students for the 2012-2013 school year, and has accepted Oxford Preparatory Academy's projected in-district ADA of 614.75 if the material revision is approved. If the material revision is not approved, a figure of 501 will be used as the projected in-district ADA. Oxford Preparatory Academy may wish to submit a revised estimate of projected in-district ADA if the estimate of 501 is significantly different from what is anticipated.

Conditions Reasonably Equivalent

Charter school students are entitled to be housed in conditions reasonably equivalent to those experienced by students enrolled in the District. Regulations §11969.3 identifies three factors in determining whether facilities are in conditions reasonably equivalent to those provided to district students. These factors are outlined below:

1. Comparison Group - The comparison group shall be the school district-operated schools with similar grade levels that serve students living in the high school attendance area, as defined in Education Code §17070.15(b), in which the largest number of students of the charter school reside. The standard for determining whether facilities are sufficient to accommodate charter school students in conditions reasonably equivalent shall be a comparison group of district-operated schools with similar grade levels. The district is not obligated to pay for the modification of an existing school site to accommodate the charter school's grade level configuration.

For Oxford Preparatory Academy, this comparison group is the Aliso Niguel High School (ANHS) family. Of the 614 projected in-district ADA, 192 or 31% are in the ANHS family. Ostensibly the percentages would remain the same at the lower in-district classroom ADA estimate of 501.

Oxford Preparatory Academy's request seeks facilities located within the District in a single site for students entering grades K-8. The District has identified the following ten school sites for purposes of establishing the comparison group for Oxford Preparatory Academy's charter students:

Comparison School – ANHS Family

Elementary	Middle
Don Juan Avila	Aliso Viejo Middle
Bergeson	Don Juan Avila Middle
Canyon Vista	
Crown Valley	
Laguna Niguel	
Moulton	
Oak Grove	
Wood Canyon	

All students within the ANHS family attend campuses configured as K-5 elementary schools and 6-8 middle schools. Oxford Preparatory Academy is currently operating as a K-8 charter school and is projecting to do so for 2012-2013.

Configuration: Only 18.1 students or approximately 4% of Oxford Preparatory Academy's total districtwide projected in-district classroom students would otherwise attend schools at a K-8 campus, thus the District's Proposition 39 facilities offer ideally should be based on a K-5 elementary and 6-8 middle campus configuration. However, at the sole discretion of the District, the District's facilities offer may configure Oxford Preparatory Academy as a K-8 on one or more contiguous campuses.

2. Capacity - CCR Title 5 §11969.3(b)(1) provides that facilities made available by a school district to a charter school shall be provided in the same ratio of teaching stations to ADA as those provided to students in the school district attending comparison group schools.

If the school district includes specialized classroom space, such as science laboratories in its classroom inventory, the space allocation provided shall include a share of the specialized classroom space and/or a provision for access to reasonably equivalent specialized classroom space. The amount of specialized classroom space allocated and/or the access to specialized classroom space provided shall be determined based on three factors:

- A. The grade levels of the charter school's in-district students
- B. The charter school's total in-district classroom ADA
- C. The per-student amount of specialized classroom space in the comparison group schools

The school district shall allocate and/or provide access to non-teaching station space commensurate with the in-district classroom ADA of the charter school and the per-student amount of non-teaching station space in the comparison group schools. Non-teaching station space is all of the space that is not identified as teaching station space or specialized classroom space and includes, but is not limited to, administrative space,

custodial, multi-purpose room, and play area space. The district shall negotiate in good faith with the charter school to establish time allocations and schedules so that educational programs of the charter school and school district are least disrupted.

Classrooms: The average classroom size for comparison schools is approximately 960 square feet. District staffing ratios (teaching stations per student) for 2011-2012 is shown below. Staffing ratios for 2012-2013 have not yet been finalized. For this reason, the facilities offer will be based on 2011-2012 staffing ratios shown below:

Kindergarten	30.5:1	Single Session (one room per class)
Grades 1-3	30.5:1	
Grades 4-5	31.5:1	
Grades 6-8	32.5:1	

Specialized Classroom and Non-Teaching Space: Specialized classroom space as well as non-teaching facilities at the comparison schools is shown in the chart below. Depending on grade configuration and availability of specialized space at the particular campus(s) where facilities are ultimately accepted, some of these facilities may be provided on a shared basis with the school/students at the campus of the proposed facilities. A sharing arrangement for specialized classrooms will have to be determined and worked out as part of the final facilities offer. Comparative specialized space within the district is indicated in the chart below.

Requested Additional Space	K-5	MS
Specialized Classroom Space		
Science Labs	no	yes
Computer Labs	yes	yes
Foreign Language Labs	no	no
Art Classrooms	no	yes
Music (Keyboarding) Classrooms	no	yes
Independent Study	no	no
Special Education Rooms*	yes	yes
Non-classroom Space		
Administration	yes	yes
Kitchen Space	yes	yes
Multi-Purpose	yes	yes
Library	yes	yes
Playgrounds & Fields	yes	yes
Locker Rooms	no	yes
Storage Space	yes	yes
Nurse Office	yes	yes
Child Care Rooms	no	no
Parking	yes	yes

**Special Education classrooms will be based on program offering.*

3. Condition - The following factors determine whether charter school facilities are in reasonably equivalent condition to those of public schools:

- Age from latest modernization
- Quality of materials, and state of maintenance
- School site size
- The condition of interior and exterior surfaces
- The condition of mechanical, plumbing, electrical, and fire alarm systems, including conformity to applicable codes
- The availability and condition of technology infrastructure
- The condition of the facility as a safe learning environment including, but not limited to, the suitability of lighting, noise mitigation, and size for intended use
- The condition of the facility's furnishings and equipment
- The condition of athletic fields and/or play area space

Equivalent: The facilities being offered herein meet these standards and are generally uniform and equivalent in comparison with other school facilities within the District. Therefore the District's proposed offer provides facilities suitable for a learning environment.

Contiguous, Furnished, and Equipped

Education Code §47614 requires that facilities be contiguous, furnished, and equipped and shall remain the property of the school district.

Facilities are considered "contiguous" if they are contained on the school site or immediately adjacent to the school site. If the in-district average daily classroom attendance of the charter school cannot be accommodated on any single school district school site, contiguous facilities also include facilities located at more than one site, provided that the school district shall minimize the number of sites assigned and shall consider student safety.

Oxford Preparatory Academy has requested a single site to house its student population for grades K-8. However, as stated above, the comparison group is configured using K-5 and 6-8 campuses. However, the District's facilities offer may configure Oxford Preparatory Academy as a K-8 on one or more contiguous campuses as stated above.

Staff analyzed Oxford Preparatory Academy's request to be housed at one single site. In order to do so, given the projected enrollment numbers, the District will have to either close, reconfigure, or relocate the majority of the students attending an existing school within the District.

Contiguous: The District proposal is to house Oxford Preparatory Academy's K-8 students at Barcelona Hills Elementary School for the 2012-2013 school year.

A facility is “furnished and equipped” if it includes reasonably equivalent furnishings necessary to conduct classroom instruction and to provide for student services that directly support classroom instruction as found in the comparison group schools. Examples of equipment include furniture, vehicles, machinery, motion picture film, videotape, and furnishings that are not an integral part of the building or building system, and certain intangible assets, such as major software programs. Furnishings and equipment acquired for a school site with non-district resources are excluded when determining reasonable equivalence.

Furnished and Equipped: District school classrooms are furnished and equipped with desks, chairs, and white/black boards. The offer of space will incorporate desks, chairs, and white/black boards. Specialized classroom space will be shared space and include the same furnishings and equipment available for use by District students. Equipment for non-teaching space, such as front office equipment, will be on a shared basis with the District’s program. However, furnishings and equipment such as computers that were acquired for the school site with non-district resources are excluded from use.

Additional Considerations and Implications

There are several other factors to consider in determining the appropriate allocation of facilities, if any, to charter schools making requests under Proposition 39. For 2012-2013 these include:

1. The status and scope of Proposition 39 requests made by other charter schools operating within the District. The District has received two other Proposition 39 facilities requests for 2012-2013:
 - Community Roots Preparatory Academy
 - Journey School
2. Facilities that are currently being leased to the Niguel Children’s Center preschool at Wood Canyon.

The District has an obligation to provide Proposition 39 facilities to all three charter schools. In order to meet the requirements of a Proposition 39 facilities offer and meet the reasonably equivalent and contiguous tests, the District will need to either close a school or relocate a considerable portion of an existing school within the District. Alternate facility configurations were considered, but the outcome remains the same; the District will either have to close a school or relocate a considerable portion of an existing school within the District.

Oxford Preparatory Academy’s material revision has not yet been approved by the Board. It will be presented for consideration at the January 25, 2012, Board meeting. Oxford Preparatory Academy’s eligibility for facilities remains an issue and they are entitled to receive facilities under Proposition 39 regardless of the outcome of the material revision request. The need to close a school or relocate a portion of a school will be the case under either enrollment scenario.

Recommended Allocation of Space (Facilities Offer)

In accordance with the Proposition 39 facilities regulations, as set forth above, allocation of facilities to the Oxford Preparatory Academy has been calculated as follows:

Site:	Barcelona Hills Elementary School	
Grade Configuration:	Grades K-8	
Regular Classrooms:	21	(in-district classroom ADA @ 615)
	17	(in-district classroom ADA @ 501)
Specialized Classroom:	Science Lab	(1 classroom)
	Computer Lab	(1 classroom)
	Art classroom	(1 classroom)
	Music classroom	(1 classroom)
Non-Classroom Space:	Administration	
	Kitchen	
	MPR	
	Library	
	Storage and Custodial	
	Nurse's office	
Non-Classroom Outdoor Space:	Playgrounds and Fields	
	Parking lot	

Classrooms: Oxford will be allocated exclusive use of 21 total classrooms (615 ADA) or 17 total classrooms (501 ADA) at Barcelona Hills Elementary School, to house all of Oxford Preparatory Academy's in-district ADA.

Total Classroom Space = 20,160 sq. ft. (21 classrooms @ 960 sq. ft.) (615 ADA)

Total Classroom Space = 16,320 sq. ft. (17 classrooms @ 960 sq. ft.) (501 ADA)

Specialized Classroom Space: Oxford will be allocated four classrooms for use as "specialized space," including specifically a science lab, computer lab, art room, and music room.

Total Specialized Classroom Space = 3,840 sq. ft. (4 classrooms @ 960 sq. ft.)

Non-Classroom Space: Oxford will be provided use of the following non-classroom areas of Barcelona Hills Elementary School:

Administration	Kitchen
MPR	Library
Storage/Custodial	Nurse's office
Hallways	Common Areas
Staff Break room	RSP/Pullout Rooms

Non-Classroom Outdoor Space: Oxford will be provided use of the following outdoor areas of Barcelona Hills Elementary School:

Playgrounds	Fields
Parking	

Total Facilities Allocation: The total estimated square foot allocation of facilities is provided below.

Total Allocation – In-District Classroom ADA @ 615

Total Classroom Space	20,160 sq. ft.
Total Specialized Classroom Space	3,840 sq. ft.
Total Non-Classroom and Common Space	<u>12,431 sq. ft.</u>

Total Allocation of Facilities	36,431 sq. ft.
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Total Allocation – In-District Classroom ADA @ 501

Total Classroom Space	16,320 sq. ft.
Total Specialized Classroom Space	3,840 sq. ft.
Total Non-Classroom and Common Space	<u>13,071 sq. ft.</u>

Total Allocation of Facilities	33,231 sq. ft.
--------------------------------	----------------

Utilities: All utility costs will be the responsibility of the charter school.

Furnished and Equipped: District school classrooms are furnished and equipped with desks, chairs, and white/black boards. The offer of space will incorporate white/black boards along with desks and chairs at District loading standards indicated in the staffing ratios previously discussed. Specialized classroom space will be shared space and include the same furnishings and equipment available for use by District students except for those furnishings and equipment that are excluded pursuant to CCR Title 5 §11969.2(e). Equipment for non-teaching space, such as front office equipment, will be on a shared basis with the District's program. However, furnishings and equipment such as computers that were acquired for the school site with non-district resources are excluded from use.

Use of Space: The space allocated to Oxford must be used in a manner consistent with the final offer of facilities. Additionally, the space allocated to Oxford is for occupancy of the specific sites/spaces outline herein only. All property remains the property of the District and Oxford shall not enter into any agreement with any party as to the use or occupancy of the property without the express written consent of the District. The proposed facilities offer is for space only and excludes any services related to the use of such space. Use of the space will be subject to the Facilities Use Agreement.

Occupancy: The space would be made available to Oxford no less than ten (10) working days prior to the first day of instruction for the 2012-2013 school year. In conformity with the statute and regulations, this offer of the above-described facilities applies to the school year 2012-2013 only.

Facilities Use Agreement

Pursuant to CCR Title 5 §11969.9(f)(3), the District will prepare and submit a facilities use agreement concurrent with any final Proposition 39 facilities offer presented to the Board for consideration. A preliminary draft facility use agreement will be prepared reflecting the proposal presented herein and will be presented to the charter school along with the preliminary facilities offer prior to February 2.

Pro-Rata Share

Oxford will be responsible for a pro-rata share of the facilities costs in conformity with the regulations. The pro-rata share will be calculated using the following formula (CCR Title 5 §11969.7):

A per-square-foot amount equal to those school district facilities costs that the school district pays for with unrestricted revenues from the district's general fund divided by the total space of the school district multiplied by the amount of space allocated by the school district to the charter school.

$$(\$13,770,010 \div 4,100,000) = \$3.35$$

$$\$3.35 \times 36,431 \text{ sq. ft.} = \$122,043.85 \text{ (615 ADA)}$$

$$\$3.35 \times 33,231 \text{ sq. ft.} = \$111,323.85 \text{ (501 ADA)}$$

The District used this methodology to calculate the pro-rata share. Consistent with the regulations, the District's pro-rata calculation amounts to \$3.35 per square foot. The composite pro-rata share for allocated facilities is shown below:

Oxford Preparatory Academy's pro-rata share will be \$122,043.85 or \$111,323.85 for the 2012-2013 school year. Payment for the pro-rata share will be payable in 10 monthly payments. The first payment shall be due no later than September 1, 2012, and each additional payment will be due on or before the first day of each month thereafter. This pro-rata share may be adjusted to conform to any changes in the District's final offer and the actual facilities-related expenditures for the 2012-2013 school year that are used to determine this calculation.

Over-Allocated Space

If the charter school's in-district classroom ADA is less than the projected in-district classroom ADA contained in the request, and the shortfall meets the test outlined in CCR Title 5 §11969.8, the charter school shall reimburse the District for the over-allocated space in accordance with CCR Title 5 §11969.8.

Alternatives and Flexibility

At the sole discretion of the District, and in cooperation with the charter school, nothing shall prohibit the parties from mutually agreeing to an alternative configuration, in lieu of agreement and/or or adjustment to the proposal contained herein or to specific compliance with any of the provisions of the regulations. Additionally, the District may lease additional facilities to the charter beyond what they are provided and entitled to within the scope of this offer. Nothing presented herein shall prohibit implementation of such an alternative means of satisfying the District's facilities obligation under Proposition 39.

With approval of this agenda item, staff also seeks latitude from the Board of Trustees to adjust this offer as part of the process of preparing a final facilities offer. Such an adjustment would be at the discretion of the staff, subject to Board approval, and in concurrence with the charter school.

Exhibits

The following exhibits are included for reference:

Attachment 1	Proposition 39 Facilities Request
Attachment 2	District's Analysis and Response to Charter School's Request
Attachment 3	Charter School's Response to District Analysis
Attachment 4	Barcelona Hills Elementary School Site Maps

FINANCIAL IMPLICATIONS

The actual fiscal impact of this facilities offer is difficult to calculate because of a number of actual and potential impacts to both revenue and expenditures. Ostensibly, the actual cost of providing facilities to the charter school should be revenue neutral. However, it's conceivable the District may need to purchase additional furniture and equipment because of the projected increase in enrollment at Oxford Preparatory Academy for 2012-2013. Costs are estimated and primarily associated with furniture and equipment.

Estimated Fiscal Impact:	\$200,000 - \$250,000
Funding Source:	General Fund

STAFF RECOMMENDATIONS

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

Following discussion, it is recommended the Board approve providing Proposition 39 facilities to Oxford Preparatory Academy for the 2012-2013 school year under the terms and conditions outlined in the attached exhibits. It is further requested the Board of Trustees provide staff with the latitude to adjust this offer (subject to final Board approval) as deemed appropriate, and in concurrence with Oxford Preparatory Academy, prior to presentation of the final facilities offer to the Board for consideration before April 1, 2012. This offer is not only compliant with the law, but also balances the facility needs of the charter school with the facility and programmatic needs of the District.



Oxford Preparatory Academy Charter Schools

5862 C Street, Chino, California 91710 - (909) 464-2672 - www.oxfordchampions.com

Sue Roche, Executive Director

Jason Watts, Director of Educational Services

Barbara Black, Director of School Development

Delivery method: **BY HAND IN PERSON**

November 1, 2011

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

**RE: Request for Proposition 39 Facilities for the 2012-13 School Year
Oxford Preparatory Academy**

Dear Mr. Lebs:

I am writing on behalf of the Oxford Preparatory Academy, South Orange County, ("Charter School") to request reasonably equivalent school facilities from the Capistrano Unified School District pursuant to Education Code Section 47614 (i.e., Proposition 39) and Title 5 of the California Code of Regulations ("CCR") Section 11969.1 through 11969.11, as amended ("Implementing Regulations").

Proposition 39, passed by the voters of California on November 7, 2000, requires school districts to make available to each charter school operating within the school district, school facilities sufficient for each charter school to accommodate all of the Oxford Preparatory Academy Charter Schools in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the school district. Facilities provided shall be contiguous, furnished, and equipped, and shall remain the property of the school district. In addition, the school district must make reasonable efforts to provide the charter school with facilities near to where the charter school desires to be located. (See Education Code Section 47614(b)).

The Proposition 39 Implementing Regulations, adopted by the State Board of Education ("SBE") on August 29, 2002, and amended on March 29, 2008, require the Charter School to make an annual written request for facilities. Title 5 CCR Section 11969.9(c)(1) specifies the information that must be included in the annual facilities request. This request, along with the information submitted herewith, meets and exceeds the requirements of Education Code Section 47614 and the Implementing Regulations.

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Attachment 1

Page 1 of 15

Projected Average Daily Attendance (ADA)

In accordance with Education Code Section 47614(b)(2) the District is required to allocate school facilities to the Charter School for the following school year based upon a projection of average daily classroom attendance provided by the Charter School.

The Oxford Preparatory Academy Charter School's Executive Director, Director of Educational Services, Director of School Development, and Corporate Board of Directors have determined that a reasonable projection of the Charter School's in-District average daily classroom attendance for the 2011-12 school year is **617.5**. The following is a break down of the Charter School's projected average daily attendance ("ADA") as required by 5 CCR Section 11969.9(c)(1). The Charter School's ADA figures are based on the methodology outlined in the following section.

Please note:

- "Prior year" means the fiscal year prior to the year in which a facilities request is made. For this request, the prior year is 2010-11.
- "Current year" means the fiscal year in which a facilities request is made. For this request, the current year is 2011-12.
- "Request year" means the fiscal year for which facilities are being requested. For this request, the request year is 2012-13.

Table 1: Total ADA

A	B	C	D
Grade Level	<u>Actual Total</u> <u>Prior Year (P-</u> <u>2)</u>	<u>Projected Total</u> <u>Current Year</u>	<u>Projected Total</u> <u>Request Year</u>
K	-	120.54	73.15
1	-	70.56	129.2
2	-	67.62	73.15
3	-	55.86	68.4
4	-	44.1	76
5	-	70.56	75.05
6	-	65.66	103.55
7	-	33.32	68.4
8	-	28.42	66.5
Total	-	556.64	733.4

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Table 2: Total In-District ADA

A	B	C	D
Grade Level	<u>Actual Total</u> <u>Prior Year (P-2)</u>	<u>Projected Total</u> <u>Current Year</u>	<u>Projected Total</u> <u>Request Year</u>
K	-	115.64	71.25
1	-	68.6	124.45
2	-	65.66	71.25
3	-	51.94	66.5
4	-	43.12	72.2
5	-	67.62	74.1
6	-	64.68	100.7
7	-	31.36	67.45
8	-	26.46	64.6
Total	-	535.08	712.5

Table 3: Total Classroom ADA

A	B	C	D
Grade Level	<u>Actual Total</u> <u>Prior Year (P-2)</u>	<u>Projected Total</u> <u>Current Year</u>	<u>Projected Total</u> <u>Request Year</u>
K	-	101.65	60.8
1	-	57	121.6
2	-	51.3	60.8
3	-	28.5	60.8
4	-	29.45	60.8
5	-	59.85	60.8
6	-	59.85	91.2
7	-	30.4	60.8
8	-	25.65	60.8
Total	-	443.65	638.4

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Table 4: Total In-District Classroom ADA

A	B	C	D
Grade Level	<u>Actual Total Prior Year (P-2)</u>	<u>Projected Total Current Year</u>	<u>Projected Total Request Year</u>
K	-	104.86	58.9
1	-	57.82	116.85
2	-	51.94	58.9
3	-	29.4	58.9
4	-	30.38	57
5	-	61.74	59.85
6	-	60.76	88.35
7	-	30.38	59.85
8	-	24.5	58.9
Total	-	451.78	617.5

The following tables represent the projected **in-District ADA** (from Table 2 above) and **in-District classroom ADA** (from Table 4 above) broken down by grade level and the school in the District the pupils are otherwise eligible to attend. (5 CCR Section 11969.9(c)(2).)

The following table represents the projected **in-District classroom ADA** (from Table 4 above) broken down by grade level and the school in the District the pupils are otherwise eligible to attend. (5 CCR Section 11969.9(c)(2).)

Table 5: In-District Classroom ADA Broken Down by Grade Level and District Schools Where Pupils Would Otherwise Attend:

School Name/Grade	K	1	2	3	4	5	6	7	8
Ambuehl Elementary	0	0.95	0	0.95	0.95	0.95	0.95	0	0
Arroyo Vista (K-8)	1.9	0.95	0.95	0.95	0	0.95	0.95	0	0
Barcelona Hills Elementary	3.8	1.9	1.9	4.75	1.9	1.9	0	0	0
Bathgate Elementary	1.9	1.9	3.8	0.95	1.9	0	0	0	0
Bergeson Elementary	0.95	2.85	0.95	1.9	0.95	4.75	0	0	0
Canyon Vista Elem.	3.8	8.55	0.95	1.9	3.8	4.75	0	0	0
Carl Hankey (K-8)	0.95	3.8	0.95	0.95	0.95	0	0.95	0.95	1.9
Castille Elementary	0.95	6.65	0.95	2.85	3.8	3.8	0	0	0
Chaparral Elementary	1.9	0.95	0.95	0.95	0.95	0.95	0	0	0
Concordia Elementary	0.95	0	0.95	0.95	0.95	0	0	0	0
Crown Valley Elementary	1.9	1.9	0.95	0.95	0.95	0.95	0	0	0
Del Obispo Elementary	0.95	0.95	0.95	0.95	0.95	0	0	0	0
Don Juan Avila (K-8)	3.8	8.55	7.6	3.8	4.75	5.7	19.95	17.1	2.85
George White	0.95	4.75	1.9	3.8	1.9	5.7	0.95	0.95	1.9
Hidden Hills Elementary	0.95	0	0.95	0.95	0	0.95	0.95	0	1.9
Journey Charter	0	0	0	0.95	0	0.95	0	0	0
Kinoshita Elementary	0	0	0.95	0	0.95	0	0	0	0

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Ladera Ranch Elementary	3.8	5.7	5.7	4.75	3.8	0.95	0	0	0
Laguna Niguel Elementary	0.95	1.9	0.95	0.95	0.95	4.75	0	0	0
Las Flores (K-8)	0.95	0.95	0.95	0.95	0.95	0	0.95	0.95	0
Las Palmas Elementary	0	0	0.95	0.95	0	0	0.95	0	0
Lobo Elementary	0.95	0.95	0	0	0	0	0	0	0
Malcom Elementary	1.9	0.95	0.95	0.95	0.95	0.95	0	0	0
Marblehead Elementary	0.95	0.95	0.95	0.95	0.95	0.95	0	0	0
Moulton Elementary	3.8	5.7	3.8	4.75	4.75	1.9	0	0	0
Oak Grove	1.9	5.7	1.9	4.75	2.85	1.9	0	0	0
Oso Grande Elementary	5.7	15.2	7.6	4.75	4.75	4.75	0	0	0
Palisades Elementary	0.95	0.95	0.95	0.95	0.95	3.8	0	0	0
Reilly Elementary	1.9	6.65	1.9	0.95	4.75	2.85	0	0	0
RH Dana Elementary	0	0.95	0	0	0	0	0	0	0
San Juan	0.95	0.95	0	0.95	0.95	0.95	0	0.95	0
Tijeras Creek	0.95	0.95	0.95	0	0.95	0	0	0	0
Truman Benedict Elem.	0.95	0.95	0	0.95	0	0	0	0	0
Viejo Elementary	0.95	0.95	0.95	0.95	0.95	0.95	0	0	0
Vista Del Mar	1.9	6.65	1.9	0.95	0.95	0.95	1.9	0.95	2.85
Wagon Wheel Elementary	0.95	1.9	0.95	0.95	0.95	0.95	0	0	0
Wood Canyon	2.85	13.3	1.9	0.95	0.95	0.95	0	0	0
Bernice Ayer M.S.	0	0	0	0	0	0	0.95	0	1.9
Aliso Viejo M.S.	0	0	0	0	0	0	5.7	0.95	8.55
Ladera Ranch M.S.	0	0	0	0	0	0	4.75	8.55	5.7
Laguna Niguel M.S.	0	0	0	0	0	0	0.95	0	1.9
Marco Forster M.S.	0	0	0	0	0	0	1.9	1.9	3.8
Newhart M.S.	0	0	0	0	0	0	26.6	12.35	8.55
Niguel Hills M.S.	0	0	0	0	0	0	14.25	11.4	16.15
Shorecliff M.S.	0	0	0	0	0	0	4.75	2.85	0.95
SUBTOTAL ENROLLMENT	62	123	62	62	60	63	93	63	62
SUBTOTAL ADA	58.9	116.85	58.9	59.85	57	59.85	88.35	59.85	58.9
TOTAL - 650 ENROLLMENT									
617.5 ADA									

Methodology Used In Making ADA Projection:

Title 5 CCR Section 11969.9(c)(1)(B) requires the facilities request to include a description of the methodology for the ADA projections. The Charter School utilized the following methodology in calculating the ADA projections:

Oxford Preparatory Academy is co-founded by Sue Roche, Executive Director, and Jason Watts, Director of Educational Services. Mrs. Roche has an extensive, successful track record that reasonably indicates the potential success and solvency of the charter school. Mrs. Roche has operated incredibly successful schools for the last 27 years, including Rolling Ridge Elementary School in Chino (which ranked number one in San Bernardino County for five consecutive years), Country Springs Elementary School (which ranked number one in California

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Standardized Testing results and attendance in San Bernardino County for five consecutive years), and Rhodes Elementary School (whose API score increased 123 points from the 2003 test year score of 842, with a score of 965 in 2009, which was first in the County, and which was a California Distinguished School, and received the 2008 California Service-Learning Leader School Award, the Honor Roll for Academic Achievement Award, and the Picturing America Award.) Mrs. Roche was also the Director of Human Resources for the Chino Valley Unified School District.

Joining Mrs. Roche in opening Oxford Preparatory Academy was Jason Watts, co-founder, and Director of Educational Services, as well as Barbara Black, Director of School Development. Both of these directors served as assistant principals with Mrs. Roche at these high performing schools in the Chino Valley Unified School District. Combined, these administrators have a total of over 30 years in education. Given the extraordinary success of these leaders, and the overwhelming community interest in the school in its first year of operation, the Oxford Preparatory Academy Corporate Board of Directors and Founding Families are confident that a K – 8 school operated by Mrs. Roche, Mr. Watts, and Mrs. Black will continue to garner significant interest from the community and easily meet its enrollment targets.

In addition, Oxford Preparatory Academy notes that in its first year of operation, Oxford Preparatory Academy - Chino Valley had the highest API score of any school in the District, and San Bernardino County, with a 957. In addition, Oxford Preparatory Academy outperformed all comparison schools in school-wide performance and nearly every subgroup area listed. Oxford Preparatory Academy Chino Valley students, as demonstrated by the data and graphs on the following page, met all components of the AYP and the minimum proficiency targets for every subgroup category.

**2011 Academic Performance Index (API) Results –
OPA and CVUSD API Subgroups by Comparison School**

Comparison Schools	School-wide	Black or African American	Asian	Filipino	Hispanic or Latino	White	English Learners	Students with Disabilities
Oxford Preparatory Academy	957	937	938	990	938	955	945	828
Howard Cattle Elementary	846	819	912	873	827	881	773	577
Levi Dickey Elementary	808	799	NA	NA	802	861	782	661
Edwin Rhodes Elementary	931	905	993	979	882	948	873	741
Butterfield Ranch Elementary	901	834	973	928	862	921	867	771
Chaparral Elementary	881	873	966	946	844	924	848	699
Glenmeade Elementary	837	877	826	956	817	877	770	699
Lyle Briggs Fundamental K-8	844	NA	947	915	830	854	811	695
Cal Aero Preserve Academy K-8	896	908	946	891	872	903	799	686
Magnolia JHS	781	781	889	947	762	829	699	567
Townsend JHS	857	812	968	924	796	879	702	553

The chart shown above lists each of Oxford Preparatory Academy's student subgroups and their performance on the 2011 STAR Test, utilizing Academic Performance Index (API) as the comparison tool. Oxford Preparatory Academy outperformed almost all comparison schools in school-wide performance and every subgroup area, as highlighted in yellow above.

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Oxford Preparatory Academy:

Made AYP:	Yes
Met 17 of 17 AYP Criteria	

Participation Rate

GROUPS	English-Language Arts Target 95% Met all participation rate criteria? Yes					Mathematics Target 95% Met all participation rate criteria? Yes				
	Enrollment First Day of Testing	Number of Students Tested	Rate	Met 2011 AYP Criteria	Alternative Method	Enrollment First Day of Testing	Number of Students Tested	Rate	Met 2011 AYP Criteria	Alternative Method
Schoolwide	686	683	100	Yes		685	681	99	Yes	
Black or African American	34	34	100	—		34	34	100	—	
American Indian or Alaska Native	3	3	100	—		3	3	100	—	
Asian	110	110	100	Yes		110	110	100	Yes	
Filipino	47	47	100	—		47	47	100	—	
Hispanic or Latino	270	268	99	Yes		269	267	99	Yes	
Native Hawaiian or Pacific Islander	5	5	100	—		5	5	100	—	
White	210	209	100	Yes		210	208	99	Yes	
Two or More Races	7	7	100	—		7	7	100	—	
*Socioeconomically Disadvantaged	2	2	100	—		2	2	100	—	
English Learners	27	27	100	—		27	27	100	—	
Students with Disabilities	68	68	100	—		68	68	100	—	

*Data error submitted to the California Department of Education has not yet been corrected as of the submission of this petition.

Percent Proficient - Annual Measurable Objectives (AMOs)

GROUPS	English-Language Arts Target 67.6 % Met all percent proficient rate criteria? Yes					Mathematics Target 68.5 % Met all percent proficient rate criteria? Yes				
	Valid Scores	Number At or Above Proficient	Percent At or Above Proficient	Met 2011 AYP Criteria	Alternative Method	Valid Scores	Number At or Above Proficient	Percent At or Above Proficient	Met 2011 AYP Criteria	Alternative Method
Schoolwide	632	575	91.0	Yes		631	578	91.6	Yes	
Black or African American	31	29	93.5	—		31	24	77.4	—	
American Indian or Alaska Native	3	—	—	—		3	—	—	—	
Asian	105	100	95.2	Yes		105	103	98.1	Yes	
Filipino	44	44	100.0	—		44	44	100.0	—	
Hispanic or Latino	241	209	86.7	Yes		241	216	89.6	Yes	
Native Hawaiian or Pacific Islander	5	—	—	—		5	—	—	—	
White	198	179	91.3	Yes		195	177	90.8	Yes	
Two or More Races	7	—	—	—		7	—	—	—	
*Socioeconomically Disadvantaged	2	—	—	—		2	—	—	—	
English Learners	27	23	85.2	—		27	24	88.9	—	
Students with Disabilities	67	47	70.1	—		67	50	74.6	—	

*Data error submitted to the California Department of Education has not yet been corrected as of the submission of this petition.

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Oxford Preparatory Academy's program is almost identical to OPA Chino Valley's program, and expects to see the same level of success in its 2012 test scores, in addition to its continued strong enrollment levels.

To date, Oxford Preparatory Academy had great success during its first year of operation. It has an enrollment of 567 students, with 559 students on the waitlist. This community interest is further supported by the massive number of Intent to Enroll forms submitted by both current OPA students and other meaningfully interested students not currently enrolled at OPA. Enclosed with this submission is a total of 1,667 Intent to Enroll forms submitted, of which 1491 are from in-District students who are meaningfully interested in enrolling at Oxford Preparatory Academy. In other words, OPA is submitting Intent to Enroll forms representing almost 250% of its current projected in-District classroom ADA for the 2012-13 school year of 617.5.

In order to arrive at its projected in-District classroom ADA for the 2012-2013 school year, Oxford Preparatory Academy assumed that its current student body would remain with the school, its current 1st grade class would double in size, and Kindergarten will decrease by two (2) classes, one additional class at each grade level will be added, as follows.

Grade	On – Site Enrollment	Independent Study
K	64	13
1	128	8
2	64	13
3	64	8
4	64	16
5	64	15
6	96	13
7	64	8
8	64	6
Total	772 (672 Site Based and 100 IS)	

Oxford Preparatory Academy is confident that almost all of its current students will return, based on the 98.9% of current students who submitted Intent to Re-Enroll students, and the extremely high retention rates for Oxford Preparatory Academy Chino Valley, which average 98.9% (OPA Chino Valley also maintained a wait list of 806 students). In addition, Oxford Preparatory Academy currently maintains a wait list of 559 students; as a result, any empty slots that may exist at any grade level will be filled from the wait list. As a result of Oxford Preparatory Academy's in-District preference, it is certain that any student that is admitted off the wait list will be an in-District student. The extraordinary community support for and interest in Oxford Preparatory Academy's program makes it clear that its projections are reasonable.

Oxford Preparatory Academy's attendance rate, both in the 2010-2011 school year, and for these first few months of 2011-212, has averaged 98%, as evidenced by the data provided above and the attached P-2 report for 2010-11. However, in order to be conservative, OPA applied an

attendance rate of 95% to its projected in-District classroom enrollment of 650 to arrive at its projected in-District classroom ADA.

Oxford Preparatory Academy has and will mirror its recruiting efforts from the prior year. There are a number of recruitment efforts that have taken place, garnering the large number of Intent to Enroll forms that have thus far been collected. These interested students represent every city in the 52,000-student district, and the majority of its elementary and middle schools. Methods to recruit interested families included but were not limited to:

- Created a post-card sized informational piece with facts about Oxford Prep.
- Information booth at Mission Viejo Walk Against Drugs, the city's marquee event with approximately 3,000 CUSD residents in attendance.
- Information booth at 2-day MOPS (Mothers of Preschoolers) event in Aliso Viejo.
- Information tables set up at parks throughout the District - Mission Viejo, Ladera Ranch, Laguna Niguel.
- Spanish-language presentation to large Spanish church congregation.
- OPA parents distributed flyers and spoke with interested parents at preschools in cities throughout the district.
- Information Meetings and formation of 2012-2013 Interest List was announced via Facebook, Twitter, and Oxford Prep-SOC web site, and sent to all enrolled families and all families on OPA's self-subscribe email interest list. Enrolled families were encouraged to share the information with friends, neighbors and family.
- Extension of Intent to Enroll Deadline was announced via the same email list, Facebook, Twitter and Oxford Prep-SOC web site. Enrolled families were encouraged to share them with friends, neighbors and family.
- All founders distributed Intent to Enroll and Information Meeting details to their personal social spheres, such as extra-curricular activities, sports teams, YMCA, Girl Scouts, Boy Scouts, church groups and service groups.
- Outreach to MOMS Club members throughout the district, including Mission Viejo, Aliso Viejo and Laguna Niguel.
- At Information Meetings, attendees were giving multiple copies of the Intent to Enroll forms and informational postcards and encouraged to share them with friends, neighbors and family.

All of the information fliers distributed have and will continue to be made available in Spanish. In the case that an information flier needs to be translated in a language other than English or Spanish, or team will procure translation services for any desired information for interested parents.

For the reasons set forth above, OPA is more than confident that every slot which it makes available at its school will be filled with in-District students; as a result, its ADA projections are not only reasonable but conservative.

Supporting Documentation

Title 5 CCR Section 11969.9(c)(1)(C) requires the facilities request to include supporting documentation. The Implementing Regulations state that when a charter school is not yet

open (i.e., not yet providing instruction) or to the extent an operating charter school projects a substantial increase in in-District ADA, the annual request must include documentation of the number of in-District students meaningfully interested in attending the Charter School. Because the Oxford Preparatory Academy is projecting a substantial increase in ADA, we have attached and incorporated herein by reference the following supporting documentation that fully substantiates the reasonableness of our in-District ADA projections for the 2012-13 school year:

1. Signed parental "Intent to Re/Enroll" Forms for all students for the request year.
2. A copy of the waiting list for the current school year at Oxford Preparatory School Chino Valley, which utilizes the same academic program and philosophy, thereby demonstrating the continuing demand for and interest in enrollment in the School.
3. A current school roster, showing the names and addresses of current students.

Should the District desire additional documentation or information regarding the Charter School's ADA projections, please contact me as soon as possible. We remain willing to cooperate with the District to immediately address any questions or concerns about this request and the supporting documentation.

Operational Calendar:

Title 5 CCR Section 11969.9(c)(1)(D) requires the facilities request to include the Charter School's operational calendar. The Charter School's operational calendar is attached for your review. The Charter School's first day of instruction is on September 4, 2012, therefore we will need access to the facility on or before August 21, 2012, in order to prepare. Please note that Title 5 CCR Section 11969.9(j) requires the District to ensure that a furnished and equipped facility meeting the requirement of Proposition 39 be made available to the Charter School no less than ten (10) working days prior to the charter school's first day of instruction. In addition, in accordance with Section 11969.5, the space allocated must be made available for the Charter School's entire school year regardless of the School District's instructional year or class schedule.

Educational Program:

Title 5 CCR Section 11969.9(c)(1)(F) requires the facilities request to provide information regarding the charter school's educational program that is relevant to the assignment of facilities. The Charter School's educational program does have unique facilities needs. As you are aware, key components of the educational program of the Charter School include visual and performing arts, science classes, professional development days, and enrichment programs, including, but not limited to the following:

- *College Prep:* This targeted intervention program takes place during the school day. Each grade level utilizes STAR test data or other teacher-created assessments to create flexible groups from student assessment results;

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- *Excellence Academy*: This before and after school intervention is designed for students in grades 1-8 who are performing below grade level in English Language Arts and/or Mathematics, or are in danger of not meeting grade level proficiency in these areas;
- *Foreign Language Program*: This is a key component to the uniqueness of our instructional program. The site must be able to house proposed enrichment programs, especially those geared to advanced foreign languages; classes especially appropriate to the community and the developing expansion of non-traditional language courses reflecting rapidly changing demographics in the region. More and different languages programs will become a needed compliment and addition to the traditional CUSD curriculum.
- *Service Learning*: Service Learning activities and projects are incorporated throughout the instructional day. For most grade levels, designated times are allocated (see sample daily schedule) to address the Service Learning component of our educational philosophy within state standards-based instructional program;
- *Technology Instruction*: This includes typing, Internet-based research, computer program instruction (Word, PowerPoint, etc.) and the MIND Institute program, a computer-based program that helps students acquire and develop problem-solving skills in math and science;
- *Visual And Performing Arts (VAPA)*: Visual and Performing Arts are incorporated throughout the OPA academic program. VAPA includes Art Masters (Art Appreciation), participation in school performances, dance, and drama to aid in students' development of aesthetic appreciation and the skills of creative expression;
- *Physical Education*: In the kindergarten and primary grades, physical education programs include basic movement skills, performed with and without the use of equipment. At the elementary and junior high level, a variety of activities are used to improve physical strength, health, and endurance. Activities are selected with the goal of developing each student physically, emotionally, and mentally. Some of these include the Mileage Club, Football, Volleyball, Basketball, Track, and our Spirit Team. Fifth and seventh grade students participate in activities all year that develop skills in agility, flexibility, upper body strength, and cardio-vascular endurance. These skills are tested in the spring as part of the state's physical fitness assessment areas which include: one mile jog, curl ups, right angle push-ups, trunk lift, shoulder stretch, and sit-and-reach;

As a result, the facility allocated to the Charter School must also provide two (2) additional classrooms for use as foreign language labs and one (1) room as a keyboard room, physical education locker rooms, two (2) regulation-sized basketball courts and gym space, athletic fields with backstops and blacktop space, one (1) science lab with water and gas hook-ups, athletic fields, a furnished and equipped computer lab, a library, a music room; a performing arts theater or multi-purpose room, staff lounge and staff workroom, at least three (3) rooms for special education (including RSP, Psychologist, and Speech), a full administrative office space, nurse station, storage and custodial space, band, art, and/or music space, and two (2) child care rooms.

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If the District's comparison schools include any other facilities not identified here, the District must allocate a reasonably equivalent amount of these facilities available at the District's comparison schools to the Charter School.

In addition, and in accordance with its charter and its budget, the Charter School operates grade levels K through 8 on one contiguous school site. Consequently, the Charter School's educational program requires a single contiguous school site in which to operate.

Facility Location:

Title 5 CCR Section 11969.9(c)(1)(E) requires the Charter School to provide information regarding the District school site and/or general geographic area in which the Charter School wishes to locate. Based upon the needs of the Charter School and the residency of the projected student enrollment, the Charter School desires to locate its facility at a school facility within the Capistrano Unified School District. In order to operate its program, the Charter School requests a single contiguous campus in the District.

Procedures and Timelines:

In accordance with the Implementing Regulations, the District is required to review the Charter School's attendance projections and to express any objections that it has about the Charter School's attendance projections in writing on or before December 1, 2011. The Charter School must respond to the District's written objections, if any, on or before January 2, 2012, and will either reaffirm or modify its projections as it deems necessary. (5 CCR Section 11969.9(d).)

Furthermore, we look forward to receiving a written preliminary facilities proposal from the District on or before February 1, 2012, as required under the Implementing Regulations. (5 CCR Section 11969.9(f).) The preliminary proposal must include, at a minimum, the following information: (1) a breakdown of the number of teaching stations (classrooms), specialized and non-classroom based space to be allocated to the Charter School, with an indication as to whether the space is exclusive or shared use; (2) the projections of in-District classroom ADA on which the proposal is based; (3) the specific location of the space; (4) all conditions pertaining to the space, including a draft of any proposed agreement pertaining to the Charter School's use of the space, (typically referred to as a facilities use agreement); (5) the projected pro rata share amount and a description of the methodology used to determine that amount; and (6) a list and description of the comparison group schools used in developing its preliminary proposal, and a description of the differences between the preliminary proposal and the Charter School's facilities request. In accordance with the Implementing Regulations (5 CCR Section 11969.2(d)), if the District's preliminary proposal (or final notification) does not accommodate Charter School at a single school site, the District's governing board must first make a finding that the Charter School could not be accommodated at a single site and adopt a written statement of reasons explaining the finding. The Charter School has until March 1, 2012, to respond to the preliminary proposal, expressing any concerns, addressing differences between the preliminary proposal and the facilities request, and/or making counter proposals.

The Implementing Regulations Section 11969.9(h) requires the District to provide a written final notification regarding the space to be allocated to the Charter School prior to April 1, 2012. The final notification specifically must include, at a minimum, the following:

1. The teaching station, specialized classroom space, and non-teaching station space offered for the exclusive use of the charter school and the teaching station, specialized classroom space, and non-teaching station space which the charter is to be provided access on a shared basis with District operated programs, if any;
2. For shared space, if any, the proposed arrangements for sharing;
3. The in-District classroom ADA assumptions for the Charter School upon which the allocation is based and, if the assumptions are different than those submitted by the charter school, a written explanation of the reasons for the differences;
4. The specific location of the space;
5. All conditions pertaining to the Charter School's use of the space;
6. The pro rata share amount and a description of the methodology used to determine that amount;
7. The payment schedule for the pro rata share amount, which shall take into account the timing of revenues from the state and from local property taxes; and
8. A response to the Charter School's concerns and/or counter-proposals, if any.

A California Court of Appeals decision has made clear that, in meeting their Proposition 39 obligation, school districts must give the same degree of consideration to the needs of charter school students as it does to the students in district-run schools. The court noted that "accommodating a charter school might involve moving district-operated programs or changing attendance areas" and that providing a contiguous school facility to a charter school might require disruption and dislocation among district students, staff and programs. Ridgecrest Charter School v. Sierra Sands Unified School District, 130 Cal.App.4th 986 (2005). In addition, the Court concluded that a school district responding to a request for facilities must issue a statement of reasons at the time it makes its final determination that is "thorough" and "factual" enough to permit "effective review by the courts"; the statement of reasons issued by the school district must demonstrate that the district has "adequately considered all relevant factors" and that the district can "demonstrate a rational connection between those factors, the choice made, and the purposes of [Proposition 39]."

Although Proposition 39 requires the District to allocate a school facility for Charter School use, the Charter School is amenable to discussing alternative facilities arrangements that meet both the needs of the District and the Charter School. If it is provided with a contiguous school site allocation, the Charter School would also be interested in negotiating a long-term Facilities Use Agreement to run coterminous with the school's charter.

The Charter School Governing Board has delegated to me the responsibility to negotiate the allocation of a facility under Proposition 39. All communications regarding this matter should be sent to my attention at the address below. My contact information is as follows:

Sue Roche
5862 C St., Chino, CA 91710
909-464-2672
714-469-1886
sue.roche@oxfordchampions.com

I appreciate your time and consideration of this request and I look forward to developing a mutually agreeable plan to meet the facilities needs of the Charter School's in-District students.

Sincerely,



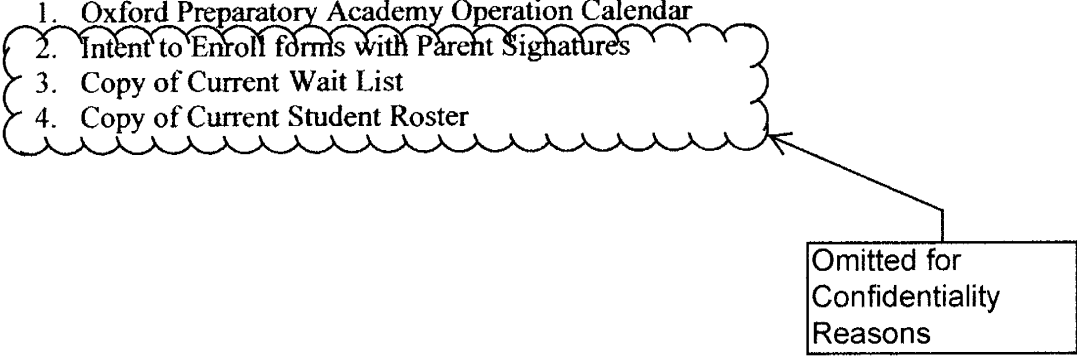
Sue Roche
Executive Director/President

cc: Dana Reupert, President
Mary Chladni, Secretary
VACANCY, Treasurer
Dr. Sue Teele, Member
Bob Kuhnert, Esq., Member, Charter School Board Members
Dr. Joseph M. Farley, Superintendent

Sarah Kollman, Legal Counsel, Middleton, Young & Minney, LLP.
Jerry Simmons, Legal Counsel, Middleton, Young & Minney, LLP.

Attachments (the following attachments are incorporated by reference herein):

1. Oxford Preparatory Academy Operation Calendar
2. Intent to Enroll forms with Parent Signatures
3. Copy of Current Wait List
4. Copy of Current Student Roster



Omitted for
Confidentiality
Reasons

Oxford Preparatory Academy Charter Schools

PROPOSED - Master Calendar 2012-2013

Oxford Prep - South Orange County

DATES	SCHOOL DAYS	MINIMUM DAYS	NON-INSTRUCTIONAL DAYS/IMPORTANT DATES
Aug 20-24	0	0	Staff Development (5 days)
Aug 27- 31	0	0	Staff Development (2), Aug 31-Meet Your Professor Day/Teacher Work-day (3)
Sept 3-7	4 (1st day of school, Sept 3)	Sept 7 - 1	Sept 3 - Holiday, Labor Day
Sept 10-14	5	Sept 14 - 1	
Sept 17-21	5	Sept 21 - 1	
Sept 24-28	5	Sept 28 - 1	
Oct 1-5	5	Oct 5 - 1	
Oct 8-12	0	0	Oct 8 - Holiday/Columbus Day - Staff Development 9 - 12 (4 days) Fall Recess
Oct 15-19	2	0	Progress Reports - Oct 17-19 - Parent/Teacher Conference Days (3 days)
Oct 22-26	5	Oct 26 - 1	
Oct 29-Nov 2	5	Oct *31, Nov 2 - 2	Literature Day Oct 31 - Minimum Day
Nov 5-9	5	Nov 9 - 1	
Nov 12-16	4	Nov 16 - 1	Nov 12 - Holiday, Veteran's Day - No School
Nov 19-23	0	0	Nov 19-23 - Thanksgiving Holiday
Nov 26-30	5	Nov 30 - 1	End of 1 st Trimester - Dec 1

TOTAL DAYS: 50

11

DATE	SCHOOL DAYS	MINIMUM DAYS	NON-INSTRUCTIONAL DAYS/IMPORTANT DATES
Dec 3-7	5 (end of 1 st trimester)	Dec 7 - 1	Report Cards - 1 st Trimester
Dec 10-14	5	Dec 14 - 1	
Dec 17-21	0	0	Dec 17-21 - Winter Break
Dec 24-28	0	0	Dec 24-28 - Winter Break
Dec 31-Jan 4	0	0	Dec 31 - Jan 4 - Winter Break
Jan 7-11	5	Jan 11 - 1	
Jan 14-18	5	Jan 18 - 1	
Jan 21-25	4	Jan 25 - 1	Jan 21 - Holiday/Martin Luther King Jr. Day
Jan 28 - Feb 1	5	Feb 1 - 1	Progress Reports - Feb 1
Feb 4-8	5	Feb 8 - 1	
Feb 11-15	5	Feb 15 - 1	
Feb 18-22	4	Feb 22 - 1	Feb 18 - Holiday/President's Day - No School
Feb 25-Mar 1	5	Mar 1 - 1	
Mar 4-8	5	Mar 8 - 1	
Mar 11-15	5 (end of 2 nd trimester)	Mar *12, *14, 15 - 3	Parent/Teacher Conference March 14 & 15 / End of 2 nd Trimester - March 15

TOTAL DAYS: 58

14

DATE	SCHOOL DAYS	MINIMUM DAYS	NON-INSTRUCTIONAL DAYS/IMPORTANT DATES
Mar 18-22	5	Mar 22 - 1	Report Cards - 2 nd Trimester
Mar 25-29	0		March 25-29 - Holiday/Spring Break
Apr 1-5	4	Apr 5 - 1	April 1 - No School (Monday/Day after Easter)
Apr 8-12	5	Apr 12 - 1	
Apr 15-19	5	Apr 19 - 1	Quiet Week
Apr 22-26	5	Apr 26 - 1	Quiet Week
Apr 29-May 3	5	May 3 - 1	Progress Reports/Quiet Week
May 6-10	5	May 10 - 1	STAR Testing Window Opens
May 13-17	5	May 17 - 1	STAR Testing Window Closes
May 20-24	5	May 24 - 1	
May 27-31	4	May 31 - 1	May 27 - Holiday/Memorial Day
June 3-7	5 (end of 3 rd trimester)	June *6 & 7 - 2	June 6 - Open House/Minimum Day
June 10-14	5 (end of 3 rd trimester)	June 14 - 1	End of 3 rd Trimester - June 14, 2013
June 17-21	4 (end of 3 rd trimester)	June *20 - 1	Report Cards 3 rd Trimester - June 19 - Last Day of School - June 20 - Staff Devel - June 21 (1 day)
June 24-25	0		June 24-25 - Staff Development Days (2 days)

TOTAL DAYS: 62

14

Student Instructional Days	170
Teacher/Staff Development (non-student days)	14
Teacher Work Days (non-student days)	3
Teacher/Parent Conferences (non-student days)	3
TOTAL TEACHER WORK DAYS	190

* Minimum Days on Fridays, unless otherwise indicated.



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9200/FAX: 248-9563 www.capousd.org

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November 22, 2011

Ms. Sue Roche
Executive Director
Oxford Preparatory Academy Charter School
5862 C Street
Chino, CA 91710

Dear Ms. Roche:

Re: Request for Charter School Facilities for the 2012/13 School Year

Thank you for the timely submission of the Oxford Preparatory Academy Charter School's ("Oxford Preparatory Academy") Proposition 39 facilities request for 2012/13 ("Request"). This letter is in response to your Request dated November 1, 2011.

Review Process and Request Requirements

Procedures and timelines for the request for, reimbursement for, and provision of facilities for charter schools are found in Title 5 California Code of Regulations, §11969.9. To receive facilities during a particular fiscal year ("Request Year"), a charter school must submit a written facilities request to the school district on or before November 1 of the year preceding the Request Year. The written facilities request must consist of:

- A. Reasonable projection of in-district and total ADA and in-district and total classroom ADA broken down by the grade level and school the student would otherwise attend. §11969.9 (c) (1) (A) and §11969.9 (c) (2)
- B. Description of the methodology for the projections. §11969.9 (c) (1) (B)
- C. Documentation of the number of meaningfully interested in attending the charter school that is sufficient for the district to determine the reasonableness of the projection. §11969.9 (c) (1) (C)
- D. Charter school's operational calendar. §11969.9 (c) (1) (D)
- E. Information regarding the district school site and/or general geographic area in which the charter school wishes to locate. §11969.9 (c) (1) (E)

- F. Information on the charter school's educational program, if any, that is relevant to assignment of facilities. §11969.9 (c) (1) (F)

Findings

District staff has reviewed Oxford Preparatory Academy's Request and determined that it generally meets the requirements of Title 5 California Code of Regulations, §11969.9.

However, the following area(s) of concern were noted with the Request:

1. §11969.9 (c) (2) - The request does not provide a breakdown of in-district ADA by grade level and by the school in the District that the student would otherwise attend. You have included this breakdown for "in-district classroom ADA" but not for "in-district ADA."

Please provide clarification of the concerns set forth above. Specifically, please provide a table similar to Table 5 of the Request that breaks down in-district ADA by grade level and by the school in the District that the student would otherwise attend.

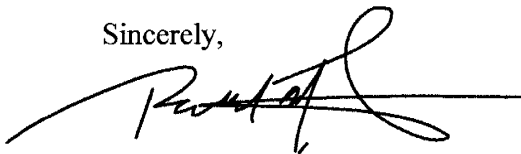
Conclusion

As stated above Oxford Preparatory Academy Charter School's Proposition 39 facilities Request generally appears to meet the requirements of Title 5 California Code of Regulations, §11969.9 with the exception of the concerns noted above which will need to be clarified in writing to the District on or before January 2, 2012.

In order to facilitate preparation of the District's Prop 39 facility offer, please provide the charter school's in-district ADA broken down by grade level and school where the students would otherwise attend (Table 5 of your Request) electronically in either MS Word or Excel format. This data may be e-mailed to me at rlebs@capousd.org, and it would be greatly appreciated.

If you have any questions, you may contact me at (949) 234-9211.

Sincerely,



Ronald N. Lebs
Deputy Superintendent
Business and Support Services

cc: Julie Hatchel, Assistant Superintendent, Education Services
Janet Mueller, Dannis Woliver Kelley



Oxford Preparatory Academy Charter Schools

23000 Via Santa Maria, Mission Viejo, California 92691 - (949) 305-6111 www.opacharterschools.com

Sue Roche, Executive Director

Jason Watts, Director of Educational Services

Barbara Black, Director of School Development

JANUARY 13, 2012

VIA EMAIL AND U.S. MAIL

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

**Re: Oxford Preparatory Academy
2012-2013 Proposition 39 ADA Projections**

Mr. Lebs:

Oxford Preparatory Academy ("Charter School") is in receipt of your letter, dated November 22, 2011, in which the Capistrano Unified School District ("District") does not object to the Charter School's projections of average daily attendance ("ADA") in its request for Proposition 39 facilities for the 2012-13 school year, and requests additional information from the Charter School in the form of a table breaking down the Charter School's total in-District ADA by District school the students would otherwise attend.

On the next page, please find the requested information.

As the District has not objected to the Charter School's projected ADA, pursuant to 5 CCR Section 11969.9(d), the District must allocate facilities to the Charter School based on its projected in-District classroom ADA of 617.5. We look forward to receiving the District's Preliminary Offer by February 1, 2012.

Sue Roche

Table 5: In-District ADA Broken Down by Grade Level and District Schools Where Pupils Would Otherwise Attend

Board of Directors

Dana Reupert, Chairman of the Board – Sue Teele, Vice-Chairman – Mary Chladni, Secretary – Bob Kuhnert, Member

Attachment 3

Page 1 of 4



Oxford Preparatory Academy Charter Schools

23000 Via Santa Maria, Mission Viejo, California 92691 - (949) 305-6111 www.opacharterschools.com

Sue Roche, Executive Director

Jason Watts, Director of Educational Services

Barbara Black, Director of School Development

School Name/Grade	K	1	2	3	4	5	6	7	8
Ambuehl Elementary	0	0.95	0	0.95	0.95	0.95	0.95	0	0
Arroyo Vista (K-8)	2.85	0.95	0.95	0.95	0	0.95	0.95	0	0
Barcelona Hills Elementary	4.75	1.9	2.85	5.7	2.85	2.85	0	0	0
Bathgate Elementary	2.85	1.9	5.7	0.95	2.85	0	0	0	0
Bergeson Elementary	0.95	3.8	0.95	1.9	0.95	5.7	0	0	0
Canyon Vista Elem.	4.75	9.5	0.95	1.9	3.8	5.7	0	0	0
Carl Hankey (K-8)	0.95	3.8	0.95	0.95	0.95	0	0.95	0.95	1.9
Castille Elementary	0.95	7.6	0.95	3.8	5.7	4.75	0	0	0
Chaparral Elementary	2.85	0.95	0.95	0.95	0.95	0.95	0	0	0
Concordia Elementary	0.95	0	0.95	0.95	0.95	0	0	0	0
Crown Valley Elementary	2.85	1.9	0.95	0.95	0.95	0.95	0	0	0
Del Obispo Elementary	0.95	0.95	0.95	0.95	0.95	0	0	0	0
Don Juan Avila (K-8)	4.75	9.5	9.5	4.75	6.65	6.65	23.75	19	2.85
George White	0.95	4.75	2.85	4.75	2.85	6.65	0.95	0.95	1.9
Hidden Hills Elementary	0.95	0	0.95	0.95	0	0.95	0.95	0	1.9
Journey Charter	0	0	0	0.95	0	0.95	0	0	0
Kinoshita Elementary	0	0	0.95	0	0.95	0	0	0	0
Ladera Ranch	4.75	6.65	7.6	5.7	5.7	0.95	0	0	0

Board of Directors

Dana Reupert, Chairman of the Board – Sue Teele, Vice-Chairman – Mary Chladni, Secretary – Bob Kuhnert, Member



Oxford Preparatory Academy Charter Schools

23000 Via Santa Maria, Mission Viejo, California 92691 - (949) 305-6111 www.opacharterschools.com

Sue Roche, Executive Director

Jason Watts, Director of Educational Services

Barbara Black, Director of School Development

Elementary									
Laguna Niguel Elementary	0.95	1.9	0.95	0.95	0.95	5.7	0	0	0
Las Flores (K-8)	0.95	0.95	0.95	0.95	0.95	0	0.95	0.95	0
Las Palmas Elementary	0	0	0.95	0.95	0	0	0.95	0	0
Lobo Elementary	0.95	0.95	0	0	0	0	0	0	0
Malcom Elementary	1.9	0.95	0.95	0.95	0.95	0.95	0	0	0
Marblehead Elementary	0.95	0.95	0.95	0.95	0.95	0.95	0	0	0
Moulton Elementary	4.75	5.7	4.75	5.7	6.65	2.85	0	0	0
Oak Grove	1.9	5.7	2.85	5.7	3.8	2.85	0	0	0
Oso Grande Elementary	7.6	16.15	7.6	4.75	6.65	6.65	0	0	0
Palisades Elementary	0.95	0.95	0.95	0.95	0.95	5.7	0	0	0
Reilly Elementary	2.85	6.65	2.85	0.95	6.65	4.75	0	0	0
RH Dana Elementary	0	0.95	0	0	0	0	0	0	0
San Juan	0.95	0.95	0	0.95	0.95	0.95	0	0.95	0
Tijeras Creek	0.95	0.95	0.95	0	0.95	0	0	0	0
Truman Benedict Elem.	0.95	0.95	0	0.95	0	0	0	0	0
Viejo Elementary	0.95	0.95	0.95	0.95	0.95	0.95	0	0	0
Vista Del Mar	1.9	7.6	2.85	0.95	0.95	0.95	1.9	0.95	2.85
Wagon Wheel Elementary	0.95	1.9	0.95	0.95	0.95	0.95	0	0	0

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23000 Via Santa Maria, Mission Viejo, California 92691 - (949) 305-6111 www.opacharterschools.com

Sue Roche, Executive Director

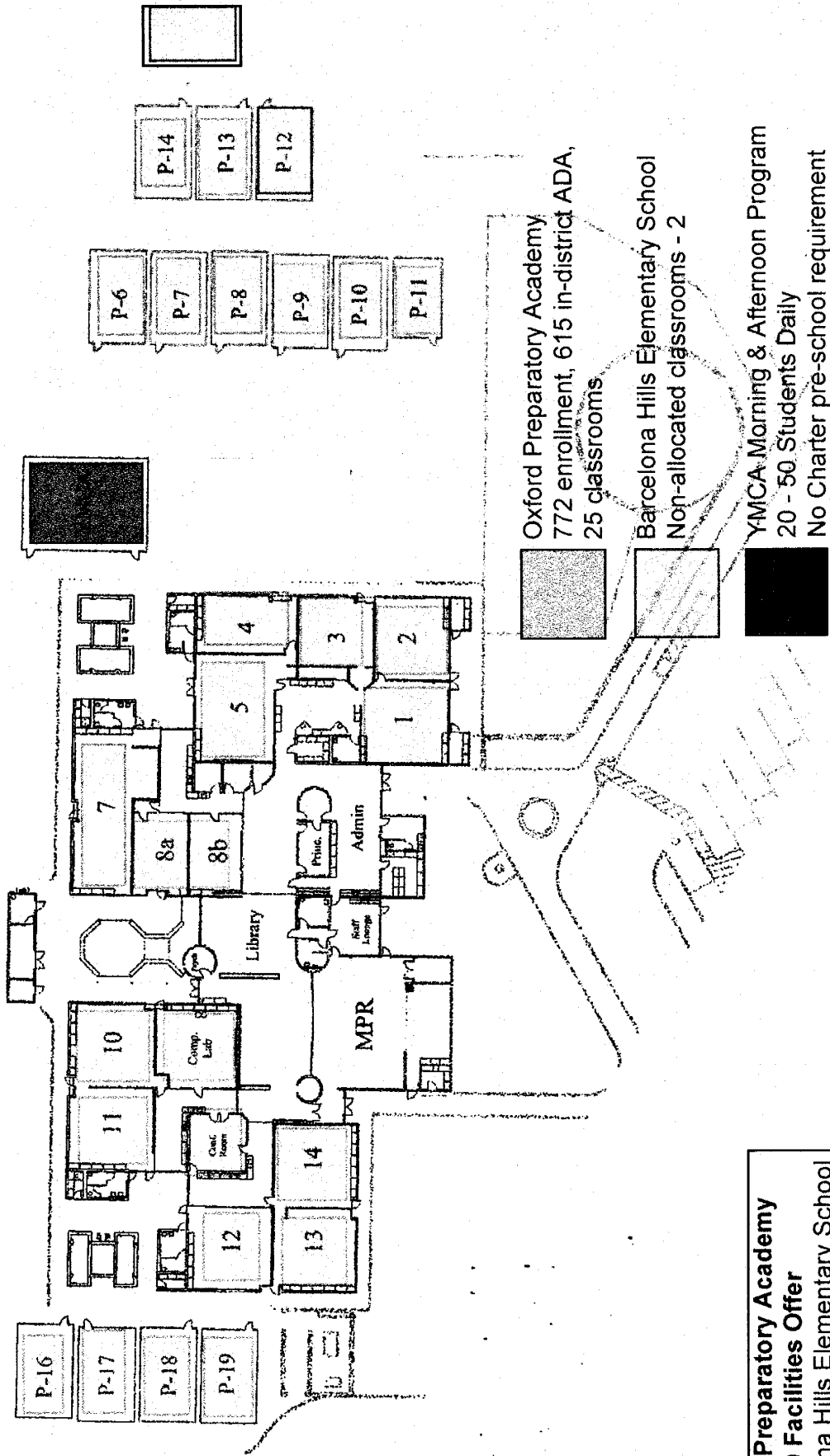
Jason Watts, Director of Educational Services

Barbara Black, Director of School Development

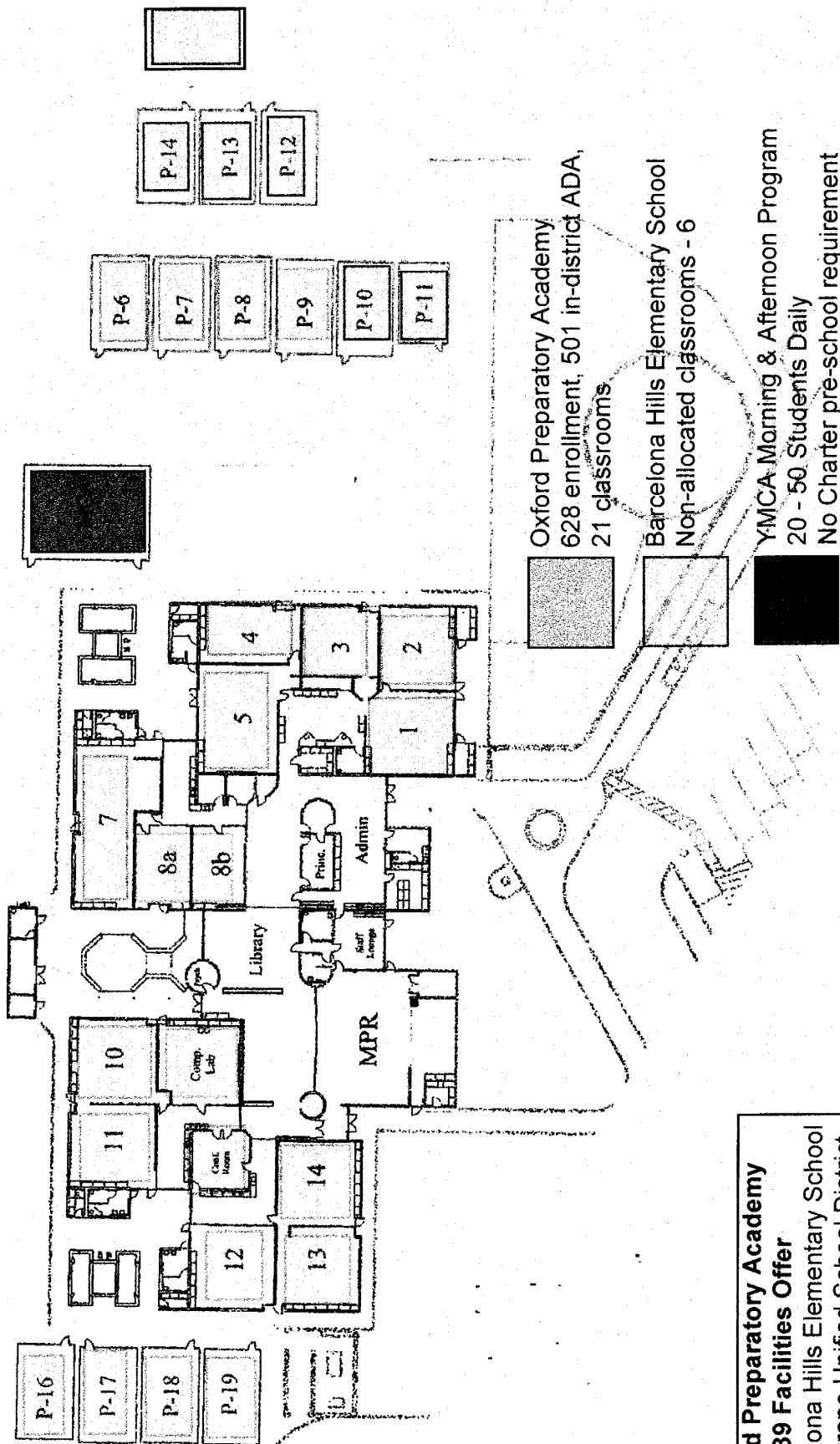
Wood Canyon	3.8	14.25	2.85	0.95	0.95	0.95	0	0	0
Bernice Ayer M.S.	0	0	0	0	0	0	0.95	0	1.9
Aliso Viejo M.S.	0	0	0	0	0	0	6.65	0.95	9.5
Ladera Ranch M.S.	0	0	0	0	0	0	4.75	10.45	5.7
Laguna Niguel M.S.	0	0	0	0	0	0	0.95	0	1.9
Marco Forster M.S.	0	0	0	0	0	0	1.9	1.9	4.75
Newhart M.S.	0	0	0	0	0	0	30.4	14.25	9.5
Niguel Hills M.S.	0	0	0	0	0	0	17.1	13.3	19
Shorecliff M.S.	0	0	0	0	0	0	5.7	2.85	0.95
SUBTOTAL ADA	71.25	124.45	71.25	66.5	72.2	74.1	100.7	67.45	64.6
SUBTOTAL ENROLLMENT	75	131	75	70	76	78	106	71	68
TOTAL ENROLLMENT ~ 750									
TOTAL ADA ~ 712.5									

Board of Directors

Dana Reupert, Chairman of the Board – Sue Teele, Vice-Chairman – Mary Chladni, Secretary – Bob Kuhnert, Member



Oxford Preparatory Academy
Prop 39 Facilities Offer
 Barcelona Hills Elementary School
 Capistrano Unified School District



Oxford Preparatory Academy
 628 enrollment, 501 in-district ADA,
 21 classrooms

Barcelona Hills Elementary School
 Non-allocated classrooms - 6

YMCA Morning & Afternoon Program
 20 - 50 Students Daily
 No Charter pre-school requirement

Oxford Preparatory Academy
Prop 39 Facilities Offer
 Barcelona Hills Elementary School
 Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 25, 2012

PROPOSITION 39 PRELIMINARY FACILITIES OFFER – JOURNEY SCHOOL

BACKGROUND INFORMATION

On November 1, 2011, the Capistrano Unified School District received Journey School's Request for Proposition 39 Facilities for the 2012-2013 school year (Attachment 1). The request sought facilities based on 241 projected in-district classroom average daily attendance (ADA) students. Journey School is currently chartered by the District. Journey is currently leasing facility space in excess of their 2011-2012 Proposition 39 facilities entitlement from the District at the Foxborough campus. Journey has waived its Proposition 39 facilities entitlements for 2011-2012 in favor of this lease arrangement. The District is obligated under Proposition 39, Education Code §47614 and California Code of Regulations Title 5 §11969.1 – 11969.11 to provide certain facilities to charter schools to house their in-district classroom students. However, the District is not obligated to provide charter facilities beyond what is required under Proposition 39.

California Education Code §47614 and California Code of Regulations Title 5 §11969.1 – 11969.11 establish certain requirements related to the provision of school district facilities for use by charter schools. Regulation §11969.9 states, "To receive facilities during a particular fiscal year, a charter school must submit a written facilities request to the school district by November 1 of the preceding fiscal year." In addition, §11969.9 informs charter schools of what a written facilities request must include.

The regulations also provide the timeline for submittal of, and response to, a request for Proposition 39 facilities. The school district shall review the charter school's projections of in-district and total ADA and in-district and total classroom ADA and, on or before December 1, express any objections in writing and state the projections the district considers reasonable. The District's response is provided in Attachment 2. On or before January 2, the charter school shall respond to any objections or issues expressed by the school district and/or to the district's projections. The charter school shall reaffirm or modify its previous projections as necessary to respond to the information received from the district. Journey's response to the District's questions/concerns is provided in Attachment 3. Both the District and Journey have met these request deadlines and response requirements.

By February 1, 2012, the school district shall prepare a preliminary proposal in writing regarding the space to be allocated to the charter school and/or to which the charter school is to be provided access. Approval of this agenda item will provide the charter school with the District's preliminary facilities proposal for 2012-2013. At a minimum, the preliminary proposal must include:

1. The projections of in-district classroom ADA on which the proposal is based.
2. The specific location or locations of the space.
3. All conditions pertaining to the space, including a draft of any proposed agreement pertaining to the charter school's use of the space.
4. The projected pro-rata share amount and a description of the methodology used to determine that amount.

The district shall also provide the charter school a list and description of the comparison group schools used in developing its preliminary proposal, and a description of the differences between the preliminary proposal and the charter school's facilities request.

By March 1, 2012, the charter school shall respond in writing to the school district's preliminary proposal expressing any concerns, addressing differences between the preliminary proposal and the charter school's facilities request and/or making counter proposals.

By April 1, 2012, having reviewed any concerns and/or counter proposals made by the charter school, the school district shall submit in writing a final notification of the space offered to the charter school. The notification shall include a response to the charter school's concerns and/or counter proposals, if any.

By May 1, 2012, the charter school must notify the school district in writing whether or not it intends to occupy the offered space.

CURRENT CONSIDERATIONS

Education Code §47614 provides in relevant part:

Each school district shall make available, to each charter school operating in the school district, facilities sufficient for the charter school to accommodate all of the charter school's in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the district. Facilities provided shall be contiguous, furnished and equipped, and shall remain the property of the school district. The school district shall make reasonable efforts to provide the charter school with facilities near to where the charter school wishes to locate, and shall not move the charter school unnecessarily.

Attendance Threshold

The first criteria for establishing eligibility for facilities is that the charter school must be either currently providing public education to in-district students, or have identified at least 80 in-district students who are meaningfully interested in enrolling in the charter school for the following year.

Journey has submitted documentation in the form of students currently enrolled at the school and

those projected to attend in 2012-2013. District staff has reviewed this documentation and has accepted Journey's projected in-district ADA of 241.23 for the 2012-2013 school year.

Conditions Reasonably Equivalent

Charter school students are entitled to be housed in conditions reasonably equivalent to those experienced by students enrolled in the District. Regulations §11969.3 identifies three factors in determining whether facilities are in conditions reasonably equivalent to those provided to district students. These factors are outlined below:

1. Comparison Group - The comparison group shall be the school district-operated schools with similar grade levels that serve students living in the high school attendance area, as defined in Education Code §17070.15(b), in which the largest number of students of the charter school reside. The standard for determining whether facilities are sufficient to accommodate charter school students in conditions reasonably equivalent shall be a comparison group of district-operated schools with similar grade levels. The district is not obligated to pay for the modification of an existing school site to accommodate the charter school's grade level configuration.

For Journey, this comparison group is the Aliso Niguel High School (ANHS) family. Of the 241 projected in-district ADA, 103 or 43% are in the ANHS family.

Journey's request seeks facilities located at the Foxborough campus for students entering grades K-8; they would like to remain in their current location. The District has identified the following ten school sites for purposes of establishing the comparison group for Journey's charter students:

Comparison School – ANHS Family	
Elementary	Middle
Don Juan Avila	Aliso Viejo Middle
Bergeson	Don Juan Avila Middle
Canyon Vista	
Crown Valley	
Laguna Niguel	
Moulton	
Oak Grove	
Wood Canyon	

All students within the ANHS family attend campuses configured as K-5 elementary schools and 6-8 middle schools. Journey is currently operating as a K-8 charter school and is projecting to do so for 2012-2013.

Configuration: Given that only 5 students or approximately 2% of Journey's total districtwide projected in-district students would otherwise attend schools at a K-8

campus, the District's Proposition 39 facilities offer may be based on a K-5 elementary and 6-8 middle campus configuration. However, this offer proposes to keep Journey configured as a K-8 on the Foxborough campus.

2. Capacity – CCR Title 5 §11969.3(b)(1) provides that facilities made available by a school district to a charter school shall be provided in the same ratio of teaching stations to ADA as those provided to students in the school district attending comparison group schools.

If the school district includes specialized classroom space, such as science laboratories, in its classroom inventory, the space allocation provided shall include a share of the specialized classroom space and/or a provision for access to reasonably equivalent specialized classroom space. The amount of specialized classroom space allocated and/or the access to specialized classroom space provided shall be determined based on three factors:

- A. The grade levels of the charter school's in-district students
- B. The charter school's total in-district classroom ADA
- C. The per-student amount of specialized classroom space in the comparison group schools

The school district shall allocate and/or provide access to non-teaching station space commensurate with the in-district classroom ADA of the charter school and the per-student amount of non-teaching station space in the comparison group schools. Non-teaching station space is all of the space that is not identified as teaching station space or specialized classroom space and includes, but is not limited to, administrative space, custodial, multi-purpose room, and play area space. If necessary to implement this paragraph, the district shall negotiate in good faith with the charter school to establish time allocations and schedules so that educational programs of the charter school and school district are least disrupted.

Classrooms: The average classroom size for comparison schools is approximately 960 square feet. District staffing ratios (teaching stations per student) for 2011-2012 are shown below. Staffing ratios for 2012-2013 have not yet been finalized. For this reason, the facilities offer will be based on 2011-2012 staffing ratios shown below:

Kindergarten	30.5:1	Single Session (one room per class)
Grades 1-3	30.5:1	
Grades 4-5	31.5:1	
Grades 6-8	32.5:1	

Specialized Classroom and Non-Teaching Space: Specialized classroom space, as well as non-teaching facilities at the comparison schools, is shown in the chart below. Depending on grade configuration and availability of specialized space at the particular campus(s) where facilities are being offered, some of these facilities may be provided on a shared basis with the school/students at the campus of the proposed facilities. A

sharing arrangement for specialized classrooms will have to be determined and worked out as part of a final facilities offer.

	K-5	6-8
Specialized Classroom Space		
Science Labs*	no	yes
Computer Labs* **	yes	yes
Art Classrooms* **	no	yes
Music Classrooms* **	no	yes
Library*	yes	yes
Non-Teaching Administration	yes	yes
Common Space		
Custodial* **	yes	yes
Multi-Purpose*	yes	yes
Locker Rooms* **	no	yes
Non-Classroom Outdoor space		
Playgrounds & Fields*	yes	yes
Parking*	yes	yes

**Shared Space*

***Not Requested*

3. Condition - The following factors determine whether charter school facilities are in reasonably equivalent condition to those of public schools:

- Age from latest modernization
- Quality of materials, and state of maintenance
- School site size
- The condition of interior and exterior surfaces
- The condition of mechanical, plumbing, electrical, and fire alarm systems, including conformity to applicable codes
- The availability and condition of technology infrastructure
- The condition of the facility as a safe learning environment including, but not limited to, the suitability of lighting, noise mitigation, and size for intended use
- The condition of the facility's furnishings and equipment
- The condition of athletic fields and/or play area space

Equivalent: The facilities being offered herein meet these standards and are generally uniform and equivalent in comparison with other school facilities within the District. Therefore the District's proposed offer provides facilities suitable for a learning environment.

Contiguous, Furnished, and Equipped

Education Code §47614 requires that facilities be contiguous, furnished, and equipped and shall remain the property of the school district.

Facilities are considered “contiguous” if they are contained on the school site or immediately adjacent to the school site. If the in-district average daily classroom attendance of the charter school cannot be accommodated on any single school district school site, contiguous facilities also include facilities located at more than one site, provided that the school district shall minimize the number of sites assigned and shall consider student safety.

Journey has requested a single site to house its student population for grades K-8. However as stated above, the comparison group is configured using K-5 and 6-8 campuses making it difficult to extrapolate and provide facilities that meet a strict K-8 model. Only two schools in the District are operating in a pure K-8 configuration with all grades housed at a single campus with one principal, neither one of which is in Journey’s comparison group.

Contiguous: The District is looking to house Journey’s entire K-8 program at the Foxborough campus. Foxborough has sufficient space to meet the District’s Proposition 39 facilities obligation and accommodate Journey’s projected ADA. However, Journey is requesting an extension of its current lease.

A facility is “furnished and equipped” if it includes reasonably equivalent furnishings necessary to conduct classroom instruction and to provide for student services that directly support classroom instruction as found in the comparison group schools. Examples of equipment include furniture, vehicles, machinery, motion picture film, videotape, and furnishings that are not an integral part of the building or building system, and certain intangible assets, such as major software programs. Furnishings and equipment acquired for a school site with non-district resources are excluded when determining reasonable equivalence.

Furnished and Equipped: District school classrooms are furnished and equipped with desks, chairs, and white/black boards. The offer of space will incorporate desks, chairs, and white/black boards. Specialized classroom space will be shared space and include the same furnishings and equipment available for use by District students. Equipment for non-teaching space, such as front office equipment, will be on a shared basis with the District’s program. However, furnishings and equipment such as computers that were acquired for the school site with non-district resources are excluded from use.

Additional Considerations and Implications

There are several other factors to consider in determining the appropriate allocation of facilities, if any, to charter schools making requests under Proposition 39. For 2012-2013 these include:

1. The status and scope of Proposition 39 requests made by other charter schools operating within the District. The District has received two other Proposition 39 facilities requests for 2012-2013:
 - Oxford Preparatory Academy
 - Community Roots Academy
2. Facilities that are currently being leased to the Niguel Children's Center preschool at Foxborough.

The District has an obligation to provide Proposition 39 facilities to all three charter schools. As stated above, other facility configurations were considered, but in order to place Journey at an alternative location(s) or configuration and meet the reasonably equivalent and contiguous tests, the District would either have to close a school or relocate a considerable portion of an existing school within the District.

Alternatives and Flexibility

At the sole discretion of the District and in cooperation with the charter school, nothing shall prohibit the parties from mutually agreeing to an alternative configuration, in lieu of agreement, and/or or adjustment to the proposal contained herein or to specific compliance with any of the provisions of the regulations. Additionally, the District may lease additional facilities to the charter beyond what they are provided and entitled to within the scope of this offer. Nothing presented herein shall prohibit implementation of such an alternative means of satisfying the District's facilities obligation under Proposition 39.

Journey's administration has indicated a desire to continue leasing facilities in 2012-2013 in lieu of accepting a Proposition 39 facilities offer. The primary reason for leasing, as opposed to accepting a Proposition 39 facilities offer, is that Journey leases additional space over and above number of classrooms the District is obligated to provide under a Proposition 39. District staff will work with Journey's administration to facilitate an in-lieu-of agreement as a first priority. Staff believes this option is in the best interest of both the District and charter school.

With approval of this agenda item, staff seeks latitude from the Board of Trustees to negotiate an appropriate facilities configuration and work with the charter school to develop an agreement in lieu of a Proposition 39 facilities offer. Such an agreement would be at the discretion of the staff, subject to Board approval and in concurrence with the charter school.

Recommended Allocation of Space (Facilities Offer)

At this time staff is seeking approval from the Board to extend the February 1 deadline for the District to prepare the written Proposition 39 facilities preliminary proposal by one month to March 1, 2012. This deadline extension is requested mutually by both staff and the charter school. By extending the District's written proposal deadline from February 1 to March 1, the subsequent Proposition 39 deadlines for the charter to respond to the preliminary offer by March

1, the District's deadline of April 1 to provide a final written notification of space, and the May 1 deadline for the charter to notify the district if it intends to occupy the offered space, are also extended by one month.

Exhibit

Attachment 1	Proposition 39 Facilities Request
Attachment 2	District's Analysis and Response to Charter School's Request
Attachment 3	Charter School's Response to District Analysis
Attachment 4	2011-2012 Journey/Foxborough Site Map
Attachment 5	Request to Extend Preliminary Offer Deadline

FINANCIAL IMPLICATIONS

The actual fiscal impact of a Proposition 39 facilities offer is difficult to calculate because of a number of actual and potential impacts to both revenue and expenditures. Ostensibly, the actual cost of providing Proposition 39 facilities to the charter school should be revenue neutral. However, in this case, there may be a cost associated with bringing the Foxborough facilities into compliance with the conditions reasonably equivalent to those experienced by students enrolled in the District. It is also conceivable the District may need to purchase furniture and equipment, given several of the classrooms being offered do not have desks and chairs.

Estimated Fiscal Impact:	\$200,000
Funding Source:	General Fund

An agreement in lieu of a Proposition 39 facilities offer would generate revenue for the District in the form of lease payments. The District is currently receiving \$12,142/month in lease payments from Journey.

STAFF RECOMMENDATIONS

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

Following discussion, it is recommended the Board approve the request to extend the written Proposition 39 facilities preliminary proposal by one month to March 1, 2012, and as described herein, in order to provide staff and the charter school time to negotiate an agreement in lieu of a Proposition 39 facilities offer.



October 31, 2011

Via E-mail and Hand Delivery

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

RE: Request for Proposition 39 Facilities for the 2012-13 School Year

Dear Mr. Lebs:

I am writing on behalf of the Journey School ("Charter School") to request reasonably equivalent school facilities from the Capistrano Unified School District "District") pursuant to Education Code Section 47614 (i.e., Proposition 39) and Title 5 of the California Code of Regulations ("CCR") Section 11969.1 through 11969.11, as amended ("Implementing Regulations").

Proposition 39, passed by the voters of California on November 7, 2000, requires school districts to make available, to each charter school operating within the school district, school facilities sufficient for each charter school to accommodate all of the charter school's in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the school district. Facilities provided shall be contiguous, furnished, and equipped, and shall remain the property of the school district. In addition, the school district must make reasonable efforts to provide the charter school with facilities near to where the charter school desires to be located. (See Education Code Section 47614(b)).

The Proposition 39 Implementing Regulations, adopted by the State Board of Education ("SBE") on August 29, 2002, and amended on March 29, 2008, require the Charter School to make an annual written request for facilities. Title 5 CCR Section 11969.9(c)(1) specifies the information that must be included in the annual facilities request. This request, along with the information submitted herewith, meets and exceeds the requirements of Education Code Section 47614 and the Implementing Regulations.

Projected Average Daily Attendance (ADA)

In accordance with Education Code Section 47614(b)(2) the District is required to allocate school facilities to the Charter School for the following school year based upon a projection of average daily classroom attendance provided by the Charter School.

The Charter School's Governing Board has determined that a reasonable projection of the Charter School's in-District average daily classroom attendance for the 2012-13 school year is 241.23. The following is a break down of the Charter School's projected average daily attendance ("ADA") as required by 5 CCR Section 11969.9(c)(1). The Charter School's ADA figures are based on the methodology outlined in the following section.

27102 Foxborough, Aliso Viejo, CA 92656
Office (949) 448-7232 Fax (949) 448-7256

Page 1 of 8

Attachment 1

Please note:

- “Prior year” means the fiscal year prior to the year in which a facilities request is made. For this request, the prior year is 2010-11.
- “Current year” means the fiscal year in which a facilities request is made. For this request, the current year is 2011-12.
- “Request year” means the fiscal year for which facilities are being requested. For this request, the request year is 2012-13.
- Journey School does not have any students generating non-classroom based ADA.

Table 1: Total Classroom ADA

A	B	C	D
Grade Level	<u>Actual Total Prior Year (P-2)</u>	<u>Projected Total Current Year</u>	<u>Projected Total Request Year</u>
K	57.94	72.93	82.28
1	24.74	26.18	52.36
2	24.43	26.18	26.18
3	23.97	26.18	26.18
4	23.73	27.12	26.18
5	24.00	25.25	27.12
6	24.54	21.51	25.25
7	23.77	23.38	23.38
8	15.80	22.44	24.31
9	n/a	n/a	n/a
10	n/a	n/a	n/a
11	n/a	n/a	n/a
12	n/a	n/a	n/a
Total	242.93	271.15	313.23

Table 2: Total In-District Classroom ADA

A	B	C	D
Grade Level	<u>Actual Total Prior Year (P-2)</u>	<u>Projected Total Current Year (based on projected P2 resident ADA)</u>	<u>Projected Total Request Year (based on estimate of 77% resident students)</u>
K	43.17	62.50	67.32
1	17.95	16.26	43.01
2	19.78	19.09	19.64
3	17.79	21.37	17.77
4	19.25	18.31	19.64
5	18.10	20.12	17.77
6	18.69	14.94	20.57
7	18.11	19.04	15.90
8	12.89	17.16	19.64
9	n/a	n/a	n/a
10	n/a	n/a	n/a
11	n/a	n/a	n/a
12	n/a	n/a	n/a
Total	185.73	208.79	241.23

The following tables represent the projected **TOTAL ENROLLMENT and ADA for the request year** (see also Table 1 above) broken down by grade level and the school in the District the pupils are otherwise eligible to attend. (5 CCR Section 11969.9(c)(2).)

**Table 3A: Total Classroom ENROLLMENT ESTIMATE for 2012-13;
Broken Down by Grade Level and District Schools Where Pupils Would Otherwise Attend*:**

School Name	K	1	2	3	4	5	6	7	8	Totals
Aliso Viejo Middle School							3	2	5	10
Ambuehl Elementary School	2	2			2					6
Arroyo Elementary School						1				1
Barcelona Hills Elementary School		2		1		1				4
Bathgate Elementary School	1	1			1					3
Bernice Ayer Middle School							2	3	2	7
Canyon Vista Elementary School			1	1	1					3
Carl Hankey Elementary School		1			1					2
Carl Hankey Middle School							1		1	2
Chaparral Elementary School	1	1								2
Clarence Lobo Elementary School	1	1	1			1				4
Concordia Elementary School	1	1				1				3
Crown Valley Elementary School			1		1	2				4
Del Obispo Elementary School	4	2	1	1						8
Don Juan Avila Elementary School	6	7	3	2		1				19
Don Juan Avila Middle School							3	2	1	6
Fred Newhart Middle School								2	1	3
George White Elementary School	2	1			1					4
Hidden Hills Elementary School	1	1	1		1	1				5
John Malcom Elementary School	2	1		2						5
Kinoshita Elementary School					1					1
Ladera Ranch Elementary School						1				1
Ladera Ranch Middle School							1		2	3
Laguna Niguel Elementary School			1			1				2
Las Flores Elementary School	2	1	1			1				5
Las Flores Middle School							2			2
Las Palmas Elementary School					1					1
Marblehead Elementary School		1		2		1				4
Marco Forster Middle School							2	2	2	6
Marian Bergeson Elementary School	5	3			1					9
Moulton Elementary School	6	2	2	2	3	1				16
Niguel Hills Middle School							3	2	2	7
Oak Grove Elementary School	9	2	2	1	1	1				16
Oso Grande Elementary	2	1	1							3
Out of District	16	10	7	9	7	10	5	8	5	77
Palisades Elementary School	5	2		1		1				9
Philip Reilly Elementary School		1		1						2
R. H. Dana Elementary School	4	3	1	2		1				11
San Juan Elementary School	2	1		1		1				5
Shorecliffs Middle School							3	3	4	10

Tijeras Creek Elementary School	1	1								2
Truman Benedict Elementary School						1				1
Viejo Elementary School	4	2	1		1					8
Vista Del Mar Elementary School					3					3
Vista Del Mar Middle School							2	1	1	4
Wood Canyon Elementary School	11	5	4	2	2	1				25
Totals	88	56	28	28	28	29	27	25	26	355

**Table 3B: In-District ONLY, Classroom ESTIMATED ADA for 2012-13;
Broken Down by Grade Level and District Schools Where Pupils Would Otherwise Attend*:**

School Name	K	1	2	3	4	5	6	7	8	Totals
Aliso Viejo Middle School							2.81	1.87	4.65	9.35
Ambuehl Elementary School	1.87	1.87			.93					4.65
Arroyo Elementary School						.93				.93
Barcelona Hills Elementary School		1.87		.93		.93				3.74
Bathgate Elementary School	.93	.93			.93					2.81
Bernice Ayer Middle School							.93	3.74	1.87	6.54
Canyon Vista Elementary School			.93	.93	.93					2.81
Carl Hankey Elementary School		.93			.93					1.87
Carl Hankey Middle School							.93		.93	1.87
Chaparral Elementary School	.93	.93								1.87
Clarence Lobo Elementary School	.93	.93	.93			.93				3.74
Concordia Elementary School	.93	.93				.93				2.81
Crown Valley Elementary School			.93		.93	1.87				3.74
Del Obispo Elementary School	3.74	1.87	.93	.93						7.48
Don Juan Avila Elementary School	5.61	5.61	1.87	.93		1.87				15.90
Don Juan Avila Middle School							2.81	1.87	.93	5.61
Fred Newhart Middle School								2.81	.93	3.74
George White Elementary School	1.87	.93			.93					3.74
Hidden Hills Elementary School	.93	.93	.93		.93	1.87				5.61
John Malcom Elementary School	1.87	.93		1.87						4.65
Kinoshita Elementary School					.93					.93
Ladera Ranch Elementary School						.93				.93
Ladera Ranch Middle School							.93		1.87	2.81
Laguna Niguel Elementary School			.93			.93				1.87
Las Flores Elementary School	1.87	.93	.93			.93				4.65
Las Flores Middle School							1.87			1.87
Las Palmas Elementary School					.93					.93
Marblehead Elementary School		.93		1.87		.93				3.74
Marco Forster Middle School							1.87	1.87	1.87	5.61
Marian Bergeson Elementary School	4.65	2.81			.93					8.42
Moulton Elementary School	5.61	1.87	1.87	1.87	1.87	1.87				14.96
Niguel Hills Middle School							3.74	1.87	1.87	7.48
Oak Grove Elementary School	8.42	1.87	.93	1.87	.93	.93				14.96
Oso Grande Elementary	1.87	.93	.93							3.74
Palisades Elementary School	4.65	1.87		2.81		1.87				11.22

Philip Reilly Elementary School		.93		.93						1.87
R. H. Dana Elementary School	3.74	2.81	.93	1.87		.93				10.29
San Juan Elementary School	1.87	.93		.93		.93				4.65
Shorecliffs Middle School							.93	3.74	3.74	8.42
Tijeras Creek Elementary School	.93	.93								1.87
Truman Benedict Elementary School						.93				.93
Viejo Elementary School	3.74	1.87	.93		.93					7.48
Vista Del Mar Elementary School					1.87					1.87
Vista Del Mar Middle School							.93	.93	.93	2.81
Wood Canyon Elementary School	11	3.74	3.74	1.87	1.87	1.87				23.38
Totals**	67.32	43.01	19.64	17.77	19.64	17.77	20.57	15.90	19.64	241.23

*Projections for home schools are based on 2011-12 school year counts.

**Rounding errors will occur.

Methodology Used In Making ADA Projection:

Title 5 CCR Section 11969.9(c)(1)(B) requires the facilities request to include a description of the methodology for the ADA projections. The Charter School utilized the following methodology in calculating the ADA projections. The historical enrollment and ADA data were analyzed, along with growth trends and waiting list information. Based on this, as well as the current Board and Administrative policy regarding the capacity of each class, and the number of classes for each grade, the school is conservatively estimating growth at a similar rate between 2011-12 and 2012-13 as in several previous years. This rate is close to the average of the growth rates in previous years, so it is considered reasonable. This growth is primarily due to the addition of one class (first grade) in 2012-13 and to a slight increase in overall class size at the school. In addition, the school is continuing to increase its outreach efforts during 2011-12 prior to open enrollment, and so expects to be fully enrolled with a waiting list for 2012-13. While the chart below shows the trend for all students enrolled, both in-District as well as out-of-District, the relative percentage of students in these categories has been historically fairly consistent, and is expected to be so in the request year.

School Year	Enrollment	ADA Claimed or Estimated at P-2	Growth Percentage Change (based on total ADA)	# of Wait Listed Students
2006-07	181	163.02	N/A	Not available
2007-08	200	188.53	16%	Not available
2008-09	213	205.84	9%	73
2009-10	248	229.35	11%	52
2010-11	260	242.93	2%	87
2011-12	290	271.15	16%	206
2012-13	335	313.23	16%	Available in Spring, 2012

As demonstrated herein, we have analyzed our School's historical enrollment, growth trends, prior ADA figures, and historical wait list numbers in order to arrive at our total projected in-District classroom ADA figure for the request year.

Supporting Documentation:

Title 5 CCR Section 11969.9(c)(1)(C) requires the facilities request to include supporting documentation. The Implementing Regulations state that when a charter school is not yet open (i.e., not yet providing instruction) or to the extent an operating charter school projects a substantial increase in in-District ADA, the annual request must include documentation of the number of in-District students meaningfully interested in attending the Charter School. Please be advised that the Charter School is an existing school and is projecting a slight increase in its in-District ADA. Accordingly, pursuant to the Implementing Regulations, please find attached our P-2 ADA forms for the prior year (2010-11), plus the in-district and out-

of-district enrollment and ADA report as of October 28, 2011 as back up documents to support our projections. The school added a fourth kindergarten class for the 2011-12 school year, and more than 2/3 of those students will move on to first grade next year, which equates to approximately 52 currently enrolled students who are expected to enroll in the first grade next year. The current first grade class has a waiting list of 6 at this time, and the prior first grade classes have also had significant wait lists. These facts, in combination with significant interest from the community during fall outreach activities, allow the school to be certain that expansion through an additional class of first grade next year is realistic. Backup documentation for these numbers can be provided upon request.

Should the District desire additional documentation or information regarding the Charter School's ADA projections, please contact me as soon as possible. In addition, the District has access to the Charter School's student information system for all prior years of operation, and therefore additional information on enrollment, ADA and student addresses is available at any time via Aeries. We remain willing to cooperate with the District to immediately address any questions or concerns about this request and the supporting documentation.

Operational Calendar:

Title 5 CCR Section 11969.9(c)(1)(D) requires the facilities request to include the Charter School's operational calendar. The Charter School's current operational calendar is attached for your review. The Charter School expects that its first day of instruction will be on September 5, 2012 (2012-2013 calendar is subject to Board approval), therefore we will need access to the facility on or before July 1, 2012 in order to prepare. Please note that Title 5 CCR Section 11969.9(j) requires the District to ensure that a furnished and equipped facility meeting the requirement of Proposition 39 be made available to the Charter School no less than ten (10) working days prior to the charter school's first day of instruction. In addition, in accordance with Section 11969.5, the space allocated must be made available for the Charter School's entire school year regardless of the School District's instructional year or class schedule.

Educational Program and Facility Needs:

Title 5 CCR Section 11969.9(c)(1)(F) requires the facilities request to provide information regarding the charter school's educational program that is relevant to the assignment of facilities. The Charter School's educational program has a need for the same types of facilities as a traditional program, and in addition, has some unique facilities needs beyond a traditional public school. As you are aware, the educational program of the Charter School is based on Waldorf methodology, and therefore includes a rich arts based program, including the performing arts, as well as a science program that uses lab experimentation, observation of the natural world, gardening, and a foreign language program that begins in first grade. There is a unique games/sports program, and the staff participates in a two week long Instructional Leadership Institute prior to school opening. The Journey School kindergarten is unique in the amount of educational time spent in active endeavors, both indoors and out. Because the school has a small number of classes (one or two) of each of grades 1-8, and due to the unique developmental nature of the program, combination classes are not feasible, so each grade requires its own classroom space. The parent community at Journey is very actively engaged and subsequently, parents are on campus frequently. In order to provide these aspects of our educational program, the facility allocated to the Charter School should provide, at a minimum, in addition to the traditional classroom and office space, the following: a Multi Purpose Room of large enough size to accommodate student performances and movement classes, adequate play areas for kindergarten as well as grades 1 to 8, suitably equipped Kindergarten rooms with bathrooms, art rooms and science rooms with running water and lab facilities, adequate parking for staff as well as parents, and areas suitable for gardening. K-5 schools in CUSD's comparison group of schools include computer labs, library space and Special Education classrooms as specialized classroom space, and schools with 6-8 grades in the comparison schools have access to specialized classroom space that includes science labs, computer labs, art classrooms, music classrooms, foreign language space, Special Education classrooms, as well as access to physical education facilities and a library. All of the facility needs listed above in the comparison schools are also used at Journey School. Finally, in order to allocate comparable and appropriate non-teaching station spaces for Journey, the following must be considered at a minimum: administrative space, multipurpose room, cafeteria, nurse's offices, copy room, parking, playfields, covered lunch areas, safe and comparable classroom ramps, suitable bathrooms, commercial kitchen, new classroom carpets suitable for movement and circle activities, etc. CUSD schools typically have Internet connectivity in every classroom, while the classrooms at Journey's current location do not have this in place and this would need to be upgraded under a Prop 39 agreement. In addition, in order to bring the current site occupied by Journey up to the CUSD standard of comparably equipped and furnished facilities, there are additional upgrades that would be required, such as: ADA accommodations, flooring replacement, play equipment repair, blacktop repair, playfield repair, painting of classrooms and

administrative offices, parking lot reconfiguration, additional classroom furnishings and equipment, including specialized equipment such as science equipment, office equipment, a Multipurpose room that can serve as a protected cafeteria and PE area during inclement weather, protected lunch areas, and other additional upgrades that can be listed upon request.

In addition, and in accordance with its charter and its budget, the Charter School operates grade levels K through 8 on one contiguous school site. Consequently, the Charter School's educational program requires a single contiguous school site in which to operate.

Facility Location:

Title 5 CCR Section 11969.9(c)(1)(E) requires the Charter School to provide information regarding the District school site and/or general geographic area in which the Charter School wishes to locate. Based upon the needs of the Charter School and the residency of the projected student enrollment, the Charter School desires to locate its facility in the Aliso Viejo area, and in particular, would like to continue to occupy the former Foxborough Elementary School site.

Procedures and Timelines:

In accordance with the Implementing Regulations, the District is required to review the Charter School's attendance projections and to express any objections that it has about the Charter School's attendance projections in writing on or before December 1, 2011. The Charter School must respond to the District's written objections, if any, on or before January 2, 2012, and will either reaffirm or modify its projections as it deems necessary. (5 CCR Section 11969.9(d).)

Furthermore, we look forward to receiving a written preliminary facilities proposal from the District on or before February 1, 2012, as required under the Implementing Regulations. (5 CCR Section 11969.9(f).) The preliminary proposal must include, at a minimum, the following information: (1) a breakdown of the number of teaching stations (classrooms), specialized and non-classroom based space to be allocated to the Charter School, with an indication as to whether the space is exclusive or shared use; (2) the projections of in-District classroom ADA on which the proposal is based; (3) the specific location of the space; (4) all conditions pertaining to the space, including a draft of any proposed agreement pertaining to the Charter School's use of the space, (typically referred to as a facilities use agreement); (5) the projected pro rata share amount and a description of the methodology used to determine that amount; and (6) a list and description of the comparison group schools used in developing its preliminary proposal, and a description of the differences between the preliminary proposal and the Charter School's facilities request. The Charter School has until March 1, 2012, to respond to the preliminary proposal.

The Implementing Regulations Section 11969.9(h) requires the District to provide a written final notification regarding the space to be allocated to the Charter School prior to April 1, 2012. The final notification specifically must include, at a minimum, the following:

- (1) The teaching station, specialized classroom space, and non-teaching station space offered for the exclusive use of the charter school and the teaching station, specialized classroom space, and non-teaching station space which the charter is to be provided access on a shared basis with District operated programs, if any;
- (2) For shared space, if any, the proposed arrangements for sharing;
- (3) The in-District classroom ADA assumptions for the Charter School upon which the allocation is based and, if the assumptions are different than those submitted by the charter school, a written explanation of the reasons for the differences;
- (4) The specific location of the space;
- (5) All conditions pertaining to the Charter School's use of the space;
- (6) The pro rata share amount and a description of the methodology used to determine that amount;
- (7) The payment schedule for the pro rata share amount, which shall take into account the timing of revenues from the state and from local property taxes; and

- (8) A response to the Charter School's concerns and/or counter-proposals, if any.

A California Court of Appeals decision has made clear that, in meeting their Proposition 39 obligation, school districts must give the same degree of consideration to the needs of charter school students as it does to the students in district-run schools. The court noted that "accommodating a charter school might involve moving district-operated programs or changing attendance areas" and that providing a contiguous school facility to a charter school might require disruption and dislocation among district students, staff and programs. *Ridgecrest Charter School v. Sierra Sands Unified School District*, 130 Cal.App.4th 986 (2005). In addition, the Court concluded that a school district responding to a request for facilities must issue a statement of reasons at the time it makes its final determination that is "thorough" and "factual" enough to permit "effective review by the courts"; the statement of reasons issued by the school district must demonstrate that the district has "adequately considered all relevant factors" and that the district can "demonstrate a rational connection between those factors, the choice made, and the purposes of [Proposition 39]."

Although Proposition 39 requires the District to allocate a school facility for Charter School use, the Charter School is amenable to discussing alternative facilities arrangements that meet both the needs of the District and the Charter School.

The Charter School Governing Board has delegated to me the responsibility to negotiate the allocation of a facility under Proposition 39. All communications regarding this matter should be sent to my attention at the address below. My contact information is as follows:

Shaheer Faltas, Administrator
27102 Foxborough
Aliso Viejo, CA 92656
949.448.7232 office
949.616.8962 cell
949.448.7256 fax
administrator@journeyschool.net

I appreciate your time and consideration of this request and I look forward to developing a mutually agreeable plan to meet the facilities needs of the Charter School's students.

Sincerely,

Shaheer Faltas
School Administrator
Journey School

cc: Julie Hatchel, CUSD--Assistant Superintendent, Education Services
Randy Rowles, CUSD—Executive Director of Facilities

Attachments (the following attachments are incorporated by reference herein):

2010-2011 P2 ADA Forms (J18/19)
Attendance Summary Report for October, 2011 (Month 2), including enrollment by grade and in-district vs. out-of-district
Journey School 2011-12 Calendar

**Attendance Charter School Block Grant - Unified
Charter School ADA Funded Through Block Grant
Direct Funded Charter School -- Yes**

County: Orange Fiscal Year: 2010-11
District: Capistrano Unified : Journey P-2
CDS CODE 30 66464 6117758 0294 Certificate Number: 355BEC89

Did the charter school cease operation during the current fiscal year? No
(If 'Yes', enter the number of school days in 'Days of Operation' tab)

Is this Charter School in its First Year of Operation?
Enter Date (month, day, year) that instruction commenced / /

Elementary and High School ADA - Resident

Regular Elementary and High School		Elementary	High School
Total Kindergarten	A-1	43.17	
Classroom-based ADA included in line A-1	A-2	43.17	
Total Grades 1 - 3	A-3	55.52	
Classroom-based ADA included in line A-3	A-4	55.52	
Total Grades 4 - 6	A-5	56.04	
Classroom-based ADA included in line A-5	A-6	56.04	
Total Grades 7 - 8	A-7	31.00	
Classroom-based ADA included in line A-7	A-8	31.00	
Total Grades 9 - 12	A-9		0.00
Classroom-based ADA included in line A-9	A-10		0.00

Extended Year Special Education Students (Divisor 175 Days)

Total Kindergarten	A-11	0.00	
Classroom-based ADA included in line A-11	A-12	0.00	
Total Grades 1 - 3	A-13	0.00	
Classroom-based ADA included in line A-13	A-14	0.00	
Total Grades 4 - 6	A-15	0.00	
Classroom-based ADA included in line A-15	A-16	0.00	
Total Grades 7 - 8	A-17	0.00	
Classroom-based ADA included in line A-17	A-18	0.00	
Total Grades 9 - 12	A-19		0.00
Classroom-based ADA included in line A-19	A-20		0.00

**Extended Year Special Education, Nonpublic, Nonsectarian Schools
[E.C. 56366(a) (7)] (Divisor 175 Days)**

Total Kindergarten	A-21	0.00	
Classroom-based ADA included in line A-21	A-22	0.00	

**Attendance Charter School Block Grant - Unified
Charter School ADA Funded Through Block Grant
Direct Funded Charter School -- Yes**

County: Orange Fiscal Year: 2010-11
District: Capistrano Unified : Journey P-2
CDS CODE 30 66464 6117758 0294 Certificate Number: 355BEC89

Total Grades 1 - 3	A-23	0.00	
Classroom-based ADA included in line A-23	A-24	0.00	
Total Grades 4 - 6	A-25	0.00	
Classroom-based ADA included in line A-25	A-26	0.00	
Total Grades 7 - 8	A-27	0.00	
Classroom-based ADA included in line A-27	A-28	0.00	
Total Grades 9 - 12	A-29		0.00
Classroom-based ADA included in line A-29	A-30		0.00

**Extended Year Special Education, Nonpublic, Nonsectarian Schools
(Divisor 175 Days)**

Total Kindergarten	A-31	0.00	
Classroom-based ADA included in line A-31	A-32	0.00	
Total Grades 1 - 3	A-33	0.00	
Classroom-based ADA included in line A-33	A-34	0.00	
Total Grades 4 - 6	A-35	0.00	
Classroom-based ADA included in line A-35	A-36	0.00	
Total Grades 7 - 8	A-37	0.00	
Classroom-based ADA included in line A-37	A-38	0.00	
Total Grades 9 - 12	A-39		0.00
Classroom-based ADA included in line A-39	A-40		0.00

**Special Ed-Nonpublic, Nonsectarian Schools/Licensed Children's
Institutions ADA**

Total Kindergarten	A-41	0.00	
Classroom-based ADA included in line A-41	A-42	0.00	
Total Grades 1 - 3	A-43	0.00	
Classroom-based ADA included in line A-43	A-44	0.00	
Total Grades 4 - 6	A-45	0.00	
Classroom-based ADA included in line A-45	A-46	0.00	
Total Grades 7 - 8	A-47	0.00	
Classroom-based ADA included in line A-47	A-48	0.00	
Total Grades 9 - 12	A-49		0.00
Classroom-based ADA included in line A-49	A-50		0.00

**Attendance Charter School Block Grant - Unified
Charter School ADA Funded Through Block Grant
Direct Funded Charter School -- Yes**

County: Orange Fiscal Year: 2010-11
District: Capistrano Unified : Journey P-2
CDS CODE 30 66464 6117758 0294 Certificate Number: 355BEC89

Special Ed - Nonpublic, Nonsectarian Schools ADA [E.C. 56366(a)(7)]

Total Kindergarten	A-51	0.00	
Classroom-based ADA included in line A-51	A-52	0.00	
Total Grades 1 - 3	A-53	0.00	
Classroom-based ADA included in line A-53	A-54	0.00	
Total Grades 4 - 6	A-55	0.00	
Classroom-based ADA included in line A-55	A-56	0.00	
Total Grades 7 - 8	A-57	0.00	
Classroom-based ADA included in line A-57	A-58	0.00	
Total Grades 9 - 12	A-59		0.00
Classroom-based ADA included in line A-59	A-60		0.00
ADA Totals (Sum of A-1 through A-59 excluding classroom-based ADA lines)	A-61	185.73	0.00
Classroom-based ADA Totals (Sum of A-2 through A-60 including only Classroom-based ADA lines)	A-62	185.73	0.00

CDE Approved
Emergency Conditions
Waiver (Form J-13A) No

Single Track

Number of school days from July 1 through June 30 B-1 0

Multi Track

Number of school days from July 1 through June 30 SBE Approved waiver No

B-2 0 0 0 0 0

ADA Reported at P-2

		TRACK A	TRACK B	TRACK C	TRACK D	TRACK E
Kindergarten	B-3	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-4	0.00	0.00	0.00	0.00	0.00
Grades 1-3	B-5	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-6	0.00	0.00	0.00	0.00	0.00
Grades 4-6	B-7	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-8	0.00	0.00	0.00	0.00	0.00
Grades 7-8	B-9	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-10	0.00	0.00	0.00	0.00	0.00

**Attendance Charter School Block Grant - Unified
Charter School ADA Funded Through Block Grant
Direct Funded Charter School -- Yes**

County: Orange Fiscal Year: 2010-11
District: Capistrano Unified : Journey P-2
CDS CODE 30 66464 6117758 0294 Certificate Number: 355BEC89

Grades 9-12	B-11	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-12	0.00	0.00	0.00	0.00	0.00

**Extended Year Special Education ADA: Special Education Students + Nonpublic Nonsectarian
Schools EC 56366(a) (7) + Nonpublic Nonsectarian Schools - Reported at Annual**

Kindergarten	B-13	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-14	0.00	0.00	0.00	0.00	0.00
Grades 1-3	B-15	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-16	0.00	0.00	0.00	0.00	0.00
Grades 4-6	B-17	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-18	0.00	0.00	0.00	0.00	0.00
Grades 7-8	B-19	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-20	0.00	0.00	0.00	0.00	0.00
Grades 9-12	B-21	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-22	0.00	0.00	0.00	0.00	0.00

**Special Ed - Nonpublic Nonsectarian Schools Licensed Children's Institutions ADA +
Nonpublic Nonsectarian Schools ADA per EC 56366(a) (7) - Reported at Annual**

Kindergarten	B-23	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-24	0.00	0.00	0.00	0.00	0.00
Grades 1-3	B-25	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-26	0.00	0.00	0.00	0.00	0.00
Grades 4-6	B-27	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-28	0.00	0.00	0.00	0.00	0.00
Grades 7-8	B-29	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-30	0.00	0.00	0.00	0.00	0.00
Grades 9-12	B-31	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-32	0.00	0.00	0.00	0.00	0.00

**Attendance Charter School Block Grant - Unified
Charter School ADA Funded Through Block Grant
Direct Funded Charter School -- Yes**

County: Orange Fiscal Year: 2010-11
District: Capistrano Unified : Journey P-2
CDS CODE 30 66464 6117758 0294 Certificate Number: 355BEC89

Did the charter school cease operation during the current fiscal year? No
(If 'Yes', enter the number of school days in 'Days of Operation' tab)

Is this Charter School in its First Year of Operation?
Enter Date (month, day, year) that instruction commenced / /

Elementary and High School ADA - Non Resident

Regular Elementary and High School		Elementary	High School
Total Kindergarten	A-1	14.77	
Classroom-based ADA included in line A-1	A-2	14.77	
Total Grades 1 - 3	A-3	17.63	
Classroom-based ADA included in line A-3	A-4	17.63	
Total Grades 4 - 6	A-5	16.23	
Classroom-based ADA included in line A-5	A-6	16.23	
Total Grades 7 - 8	A-7	8.57	
Classroom-based ADA included in line A-7	A-8	8.57	
Total Grades 9 - 12	A-9		0.00
Classroom-based ADA included in Line A-9	A-10		0.00

Extended Year Special Education Students (Divisor 175 Days)

Total Kindergarten	A-11	0.00	
Classroom-based ADA included in line A-11	A-12	0.00	
Total Grades 1 - 3	A-13	0.00	
Classroom-based ADA included in line A-13	A-14	0.00	
Total Grades 4 - 6	A-15	0.00	
Classroom-based ADA included in line A-15	A-16	0.00	
Total Grades 7 - 8	A-17	0.00	
Classroom-based ADA included in line A-17	A-18	0.00	
Total Grades 9 - 12	A-19		0.00
Classroom-based ADA included in line A-19	A-20		0.00

**Extended Year Special Education, Nonpublic, Nonsectarian Schools
[E.C. 56366(a) (7)] (Divisor 175 Days)**

Total Kindergarten	A-21	0.00	
Classroom-based ADA included in line A-21	A-22	0.00	

**Attendance Charter School Block Grant - Unified
Charter School ADA Funded Through Block Grant
Direct Funded Charter School -- Yes**

County: Orange Fiscal Year: 2010-11
District: Capistrano Unified : Journey P-2
CDS CODE 30 66464 6117758 0294 Certificate Number: 355BEC89

Total Grades 1 - 3	A-23	0.00	
Classroom-based ADA included in line A-23	A-24	0.00	
Total Grades 4 - 6	A-25	0.00	
Classroom-based ADA included in line A-25	A-26	0.00	
Total Grades 7 - 8	A-27	0.00	
Classroom-based ADA included in line A-27	A-28	0.00	
Total Grades 9 - 12	A-29		0.00
Classroom-based ADA included in line A-29	A-30		0.00

**Extended Year Special Education, Nonpublic, Nonsectarian Schools
(Divisor 175 Days)**

Total Kindergarten	A-31	0.00	
Classroom-based ADA included in line A-31	A-32	0.00	
Total Grades 1 - 3	A-33	0.00	
Classroom-based ADA included in line A-33	A-34	0.00	
Total Grades 4 - 6	A-35	0.00	
Classroom-based ADA included in line A-35	A-36	0.00	
Total Grades 7 - 8	A-37	0.00	
Classroom-based ADA included in line A-37	A-38	0.00	
Total Grades 9 - 12	A-39		0.00
Classroom-based ADA included in line A-39	A-40		0.00

**Special Ed-Nonpublic, Nonsectarian Schools/Licensed Children's
Institutions ADA**

Total Kindergarten	A-41	0.00	
Classroom-based ADA included in line A-41	A-42	0.00	
Total Grades 1 - 3	A-43	0.00	
Classroom-based ADA included in line A-43	A-44	0.00	
Total Grades 4 - 6	A-45	0.00	
Classroom-based ADA included in line A-45	A-46	0.00	
Total Grades 7 - 8	A-47	0.00	
Classroom-based ADA included in line A-47	A-48	0.00	
Total Grades 9 - 12	A-49		0.00
Classroom-based ADA included in line A-49	A-50		0.00

**Attendance Charter School Block Grant - Unified
Charter School ADA Funded Through Block Grant
Direct Funded Charter School -- Yes**

County: Orange Fiscal Year: 2010-11
District: Capistrano Unified : Journey P-2
CDS CODE 30 66464 6117758 0294 Certificate Number: 355BEC89

Special Ed-Nonpublic, Nonsectarian schools ADA [E.C. 56366(a)(7)]

Total Kindergarten	A-51	0.00	
Classroom-based ADA included in line A-51	A-52	0.00	
Total Grades 1 - 3	A-53	0.00	
Classroom-based ADA included in line A-53	A-54	0.00	
Total Grades 4 - 6	A-55	0.00	
Classroom-based ADA included in line A-55	A-56	0.00	
Total Grades 7 - 8	A-57	0.00	
Classroom-based ADA included in line A-57	A-58	0.00	
Total Grades 9 - 12	A-59		0.00
Classroom-based ADA included in line A-59	A-60		0.00
ADA Totals (Sum of A-1 through A-59 excluding classroom-based ADA lines)	A-61	57.20	0.00
Classroom-based ADA Totals (Sum of A-2 through A-60 including only Classroom-based ADA lines)	A-62	57.20	0.00

CDE Approved
Emergency Conditions
Waiver (Form J-13A) No

Single Track

Number of school days from July 1 through June 30 B-1 0

Multi Track

Number of school days from July 1 through June 30 SBE Approved waiver No

B-2 0 0 0 0 0

ADA Reported at P-2

		TRACK A	TRACK B	TRACK C	TRACK D	TRACK E
Kindergarten	B-3	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-4	0.00	0.00	0.00	0.00	0.00
Grades 1-3	B-5	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-6	0.00	0.00	0.00	0.00	0.00
Grades 4-6	B-7	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-8	0.00	0.00	0.00	0.00	0.00
Grades 7-8	B-9	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-10	0.00	0.00	0.00	0.00	0.00

California Department of Education

Attendance Software

2010-10.00

Page 3

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85

**Attendance Charter School Block Grant - Unified
Charter School ADA Funded Through Block Grant
Direct Funded Charter School -- Yes**

County: Orange Fiscal Year: 2010-11
District: Capistrano Unified : Journey P-2
CDS CODE 30 66464 6117758 0294 Certificate Number: 355BEC89

Grades 9-12	B-11	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-12	0.00	0.00	0.00	0.00	0.00

**Extended Year Special Education ADA: Special Education Students + Nonpublic Nonsectarian
Schools EC 56366(a) (7) + Nonpublic Nonsectarian Schools - Reported at Annual**

Kindergarten	B-13	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-14	0.00	0.00	0.00	0.00	0.00
Grades 1-3	B-15	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-16	0.00	0.00	0.00	0.00	0.00
Grades 4-6	B-17	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-18	0.00	0.00	0.00	0.00	0.00
Grades 7-8	B-19	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-20	0.00	0.00	0.00	0.00	0.00
Grades 9-12	B-21	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-22	0.00	0.00	0.00	0.00	0.00

**Special Ed - Nonpublic Nonsectarian Schools Licensed Children's Institutions ADA +
Nonpublic Nonsectarian Schools ADA per EC 56366(a) (7) - Reported at Annual**

Kindergarten	B-23	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-24	0.00	0.00	0.00	0.00	0.00
Grades 1-3	B-25	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-26	0.00	0.00	0.00	0.00	0.00
Grades 4-6	B-27	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-28	0.00	0.00	0.00	0.00	0.00
Grades 7-8	B-29	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-30	0.00	0.00	0.00	0.00	0.00
Grades 9-12	B-31	0.00	0.00	0.00	0.00	0.00
Classroom-based	B-32	0.00	0.00	0.00	0.00	0.00

Journey Charter School

10/31/2011
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2011-2012

MONTHLY ATTENDANCE SUMMARY

Page 1

Month 2 - From 10/03/2011 Through 10/28/2011

Regular Program

Grade Level	Tchr No.	A Tchg Days	B Enroll-ment Carried Fwd	C Gains	D Total Enroll-ment (B+C)	E Losses	F Ending Enroll-ment (D-E)	G Days Not Enroll	H Days Non-Apport Attend	I Actual Days (A*D)	J Total Apport Attend (A*D)-G-H	K Total A.D.A. (J/A)	L Percent Attend J/(A*D)-G	M Loss at End of Last School Day	YEAR TO DATE		
															Total Apport Attend	Days Taught	Total ADA (N/O)
K	001	19	14	0	14	0	14	0	6	266	260	13.68	97.74%	0	507	37	13.70
K	002	19	18	0	18	0	18	0	17	342	325	17.11	95.03%	0	645	37	17.43
K	081	19	14	0	14	0	14	0	15	266	251	13.21	94.36%	0	496	37	13.41
K	902	19	13	0	13	0	13	0	16	247	231	12.16	93.52%	0	460	37	12.43
K	TOTAL	19	59	0	59	0	59	0	54	1121	1067	56.16	95.18%	0	2108	37	56.97
TOTAL KDG	19	19	59	0	59	0	59	0	54	1121	1067	56.16	95.18%	0	2108	37	56.97
1	903	19	15	1	16	0	16	16	5	304	283	14.89	98.26%	0	542	37	14.65
1	TOTAL	19	15	1	16	0	16	16	5	304	283	14.89	98.26%	0	542	37	14.65
2	097	19	18	1	19	0	19	5	13	361	343	18.05	96.35%	0	653	37	17.65
2	TOTAL	19	18	1	19	0	19	5	13	361	343	18.05	96.35%	0	653	37	17.65
3	096	19	20	1	21	0	21	5	11	399	383	20.16	97.21%	0	734	37	19.84
3	TOTAL	19	20	1	21	0	21	5	11	399	383	20.16	97.21%	0	734	37	19.84
TOTAL 1-3	19	53	3	3	56	0	56	26	29	1064	1009	53.11	97.21%	0	1929	37	52.14
4	905	19	18	1	19	0	19	5	28	361	328	17.26	92.13%	0	624	37	16.86
4	TOTAL	19	18	1	19	0	19	5	28	361	328	17.26	92.13%	0	624	37	16.86
5	089	19	20	1	21	0	21	5	25	399	369	19.42	93.65%	0	714	37	19.30
5	TOTAL	19	20	1	21	0	21	5	25	399	369	19.42	93.65%	0	714	37	19.30
6	095	19	16	0	16	0	16	0	19	304	285	15.00	93.75%	0	554	37	14.97
6	TOTAL	19	16	0	16	0	16	0	19	304	285	15.00	93.75%	0	554	37	14.97
TOTAL 4-6	19	54	2	2	56	0	56	10	72	1064	982	51.68	93.17%	0	1892	37	51.14
7	090	19	19	0	19	0	19	0	11	361	350	18.42	96.95%	0	676	37	18.27
7	TOTAL	19	19	0	19	0	19	0	11	361	350	18.42	96.95%	0	676	37	18.27
8	900	19	17	0	17	0	17	0	33	323	290	15.26	89.78%	0	582	37	15.73
8	TOTAL	19	17	0	17	0	17	0	33	323	290	15.26	89.78%	0	582	37	15.73
Total 7-8	19	36	0	0	36	0	36	0	44	684	640	33.68	93.57%	0	1258	37	34.00
PROGRAM	19	202	5	5	207	0	207	36	199	3933	3698	194.63	94.89%	0	7187	37	194.24

To the best of my knowledge, the information contained on this document is accurate and complete.

Principal Signature

Date

Journey Charter School

10/31/2011
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2011-2012

MONTHLY ATTENDANCE SUMMARY

Page 2

Month 2 - From 10/03/2011 Through 10/28/2011

Program J Charter School Only

Grade Level	Tchr No.	A	B	C	D	E	F	G	H	I	J	K	L	M	YEAR TO DATE		
															Total Apport Attend	Days Taught	Total ADA (N/O)
K	001	19	4	1	5	0	5	1	4	95	90	4.74	95.74%	0	155	37	4.19
K	002	19	1	1	2	0	2	1	1	38	36	1.89	97.30%	0	54	37	1.46
K	081	19	4	1	5	0	5	1	4	95	90	4.74	95.74%	0	159	37	4.30
K	902	19	5	0	5	1	4	14	5	95	76	4.00	93.83%	0	165	37	4.46
K	TOTAL	19	14	3	17	1	16	17	14	323	292	15.37	95.42%	0	533	37	14.41
TOTAL KDG	19	14	3	17	1	16	16	17	14	323	292	15.37	95.42%	0	533	37	14.41
1	903	19	10	0	10	0	10	0	8	190	182	9.58	95.79%	0	354	37	9.57
1	TOTAL	19	10	0	10	0	10	0	8	190	182	9.58	95.79%	0	354	37	9.57
2	097	19	8	0	8	0	8	0	9	152	143	7.53	94.08%	0	280	37	7.57
2	TOTAL	19	8	0	8	0	8	0	9	152	143	7.53	94.08%	0	280	37	7.57
3	096	19	6	0	6	0	6	0	4	114	110	5.79	96.49%	0	218	37	5.89
3	TOTAL	19	6	0	6	0	6	0	4	114	110	5.79	96.49%	0	218	37	5.89
TOTAL 1-3	19	24	0	24	0	24	24	0	21	456	435	22.89	95.39%	0	852	37	23.03
4	905	19	9	1	10	0	10	5	5	190	180	9.47	97.30%	0	340	37	9.19
4	TOTAL	19	9	1	10	0	10	5	5	190	180	9.47	97.30%	0	340	37	9.19
5	089	19	4	0	4	0	4	0	3	76	73	3.84	96.05%	0	142	37	3.84
5	TOTAL	19	4	0	4	0	4	0	3	76	73	3.84	96.05%	0	142	37	3.84
6	095	19	7	0	7	0	7	0	0	133	133	7.00	100.00%	0	257	37	6.95
6	TOTAL	19	7	0	7	0	7	0	0	133	133	7.00	100.00%	0	257	37	6.95
TOTAL 4-6	19	20	1	21	0	21	21	5	8	399	386	20.32	97.97%	0	739	37	19.97
7	090	19	5	0	5	0	5	0	5	95	90	4.74	94.74%	0	177	37	4.78
7	TOTAL	19	5	0	5	0	5	0	5	95	90	4.74	94.74%	0	177	37	4.78
8	900	19	5	0	5	0	5	0	4	95	91	4.79	95.79%	0	180	37	4.86
8	TOTAL	19	5	0	5	0	5	0	4	95	91	4.79	95.79%	0	180	37	4.86
Total 7-8	19	10	0	10	0	10	10	0	9	190	181	9.53	95.26%	0	357	37	9.65
PROGRAM	19	68	4	72	1	71	71	22	52	1368	1294	68.11	96.14%	0	2481	37	67.05

To the best of my knowledge, the information contained on this document is accurate and complete.

Principal Signature

Date



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9200/FAX: 248-9563 www.capousd.org

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JOSEPH M. FARLEY, ED. D.

November 22, 2011

Mr. Shaheer Faltas
Administrator
Journey School
27102 Foxborough
Aliso Viejo, CA 92656

Dear Mr. Faltas:

Re: Request for Charter School Facilities for the 2012/13 School Year

Thank you for the timely submission of the Journey School's ("Journey") Proposition 39 facilities request for 2012/13 ("Request"). This letter is in response to your Request dated November 1, 2011.

Review Process and Request Requirements

Procedures and timelines for the request of, reimbursement of, and provision of facilities for charter schools are found in Title 5 California Code of Regulations, §11969.9. To receive facilities during a particular fiscal year ("Request Year"), a charter school must submit a written facilities request to the school district on or before November 1 of the year preceding the Request Year. The written facilities request must consist of:

- A. Reasonable projection of in-district and total ADA and in-district and total classroom ADA broken down by the grade level and school the student would otherwise attend. §11969.9 (c) (1) (A) and §11969.9 (c) (2)
- B. Description of the methodology for the projections. §11969.9 (c) (1) (B)
- C. Documentation of the number of meaningfully interested in attending the charter school that is sufficient for the district to determine the reasonableness of the projection. §11969.9 (c) (1) (C)
- D. Charter school's operational calendar. §11969.9 (c) (1) (D)
- E. Information regarding the district school site and/or general geographic area in which the charter school wishes to locate. §11969.9 (c) (1) (E)
- F. Information on the charter school's educational program, if any, that is relevant to assignment of facilities. §11969.9 (c) (1) (F)

Findings

SERVING THE COMMUNITIES OF:
ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO

Attachment 2

District staff has reviewed Community Roots' Request and determined that it generally meets the requirements of Title 5 California Code of Regulations, §11969.9.

However, the following area(s) of concern were noted with the Request:

1. §11969.9 (c) (1) (A) – Reasonable projections of “total ADA” and “in-district ADA” were not provided. Generally these are provided in table format. Total classroom ADA and in-district classroom ADA was provided. Assuming that Journey isn't offering independent study programs and that “total classroom ADA” and “in-district classroom ADA” is reflective of all students that will attend Journey in 2012/2013, then this information is not needed in order to determine the Districts facilities offer.

Please provide clarification of the concern set forth above. Specifically, please provide a table showing “total ADA” and “in-district ADA.”

2. §11969.9 (c) (1) (C) – Overall enrollment projections indicate an increase of approximately 45 students (30 in-district students) over 2011/12. This increase is supported by historical enrollment trends and a waiting list of 206 students. Please provide a copy of the waiting list as supporting documentation for this projected enrollment increase.

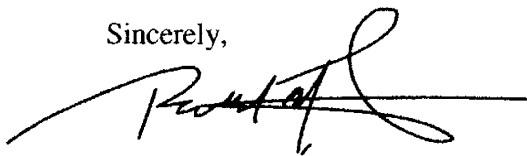
Conclusion

As stated above, Journey's Proposition 39 facilities Request generally appears to meet the requirements of Title 5 California Code of Regulations, §11969.9 with the exception of the concerns noted above which will need to be clarified in writing to the District by January 2, 2012.

In order to facilitate preparation of the District's Prop 39 facility offer, please provide the charter school's in-district classroom ADA broken down by grade level and school where the students would otherwise attend (Table 3B of your Request) electronically in either MS Word or Excel format. This data may be e-mailed to me at rlebs@capousd.org, and it would be greatly appreciated.

If you have any questions, you may contact me at (949) 234-9211.

Sincerely,

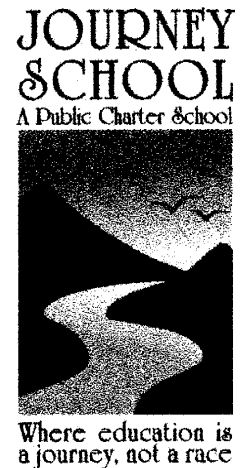


Ronald N. Lebs
Deputy Superintendent
Business and Support Services

cc: Julie Hatchel, Assistant Superintendent, Education Services
Janet Mueller, Dannis Woliver Kelley

December 28, 2011

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



RE: Journey School Response to CUSD request for additional information on Proposition 39 Request

Journey received a letter from CUSD, dated November 22, 2011, asking for additional information regarding the school's Proposition 39 request for facilities, originally submitted by the School on Nov. 1, 2011 ("Request"). This is our response to the two findings in your letter.

Finding 1:

The original Request provided tables of projected ADA, labeled Table 1 "Total Classroom ADA" and Table 2 "Total In-District Classroom ADA". There was a note above these tables that stated: "Journey School does not have any students generating non-classroom based ADA". While Journey School may, at some point in the future, pursue offering an independent study option for families, there is currently no such program in place and therefore Table 1, as provided, reflects BOTH TOTAL ADA as well as Total Classroom ADA, and Table 2, as provided, reflects BOTH TOTAL In-District ADA as well as Total In-District Classroom ADA. The Tables have been re-labeled and the Request with this revision is attached to this letter.

Finding 2:

Your letter stated: "Please provide a copy of the waiting list as supporting documentation for this projected enrollment increase." We have attached a grade level breakdown of the waiting list figures, which does not include applicant names for privacy reasons. If district staff would like to review the student names from the applicant pool or waiting list, we can provide an opportunity for those to be reviewed. Please note that the figures attached are not to be interpreted as the actual waiting list for the 2012-13 school year, which will be available in March of 2012 following the annual lottery, but rather were provided in the Request to document historical application and enrollment trends from which projections for 2012-13 could be made.

In addition, you requested Table 3B to be provided in Word format via email. The Request with the revised Table titles as attached is being sent in Word format, which should facilitate your work in preparing the District Prop 39 facility offer.

We look forward to working with you and your staff through the next steps in the Proposition 39 process.

Sincerely,

Shaheer Faltas
School Administrator
Journey School

27102 Foxborough, Aliso Viejo, CA 92656
Office (949)448-7232 Fax (949)448-7256
www.journeyschool.net

Attachment 3

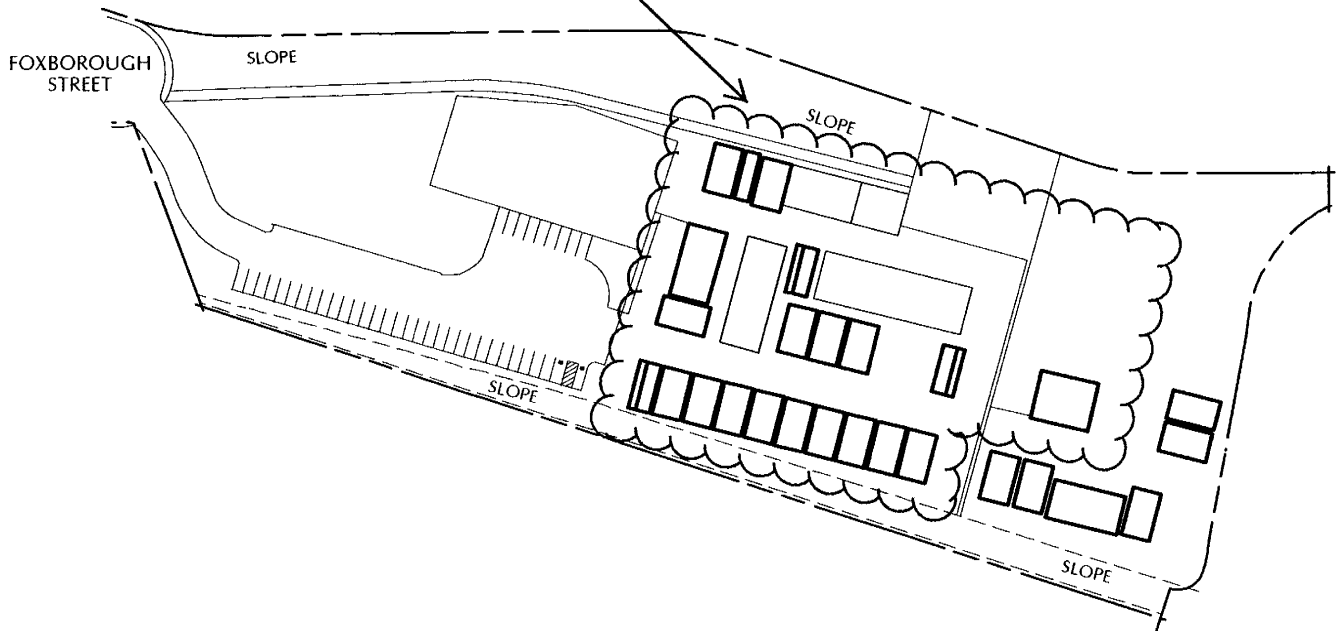
Page 1 of 2

Journey School Wait List Breakdown

2011-12 school year

GRADE	ENROLLMENT AS OF 3/22/11 (2010-11 school year)	WAIT LIST AS OF 3/22/11* (for 2011-12 school year)
JR. KINDY	21	0
SR. KINDY	45	32
FIRST	32	16
SECOND	27	35
THIRD	26	37
FOURTH	26	25
FIFTH	24	28
SIXTH	24	3
SEVENTH	26	16
EIGHTH	26	3
TOTAL	277	195
		*Additional 11 students were added to the wait list
		in the months following the March lottery for classes
		with short waiting lists.

Current Journey
Configuration



JOURNEY SCHOOL
K - 8 Campus Facilities 2011 - 2012
Foxbourogh Campus
 Capistrano Unified School District



pjhm·architects

647 CAMINO DE LOS MARES, SUITE 201
 SAN CLEMENTE, CA 92673
 (949) 496-6191 phone
 (949) 496-0269 fax

pjhm@pjhm.com
 www.pjhm.com

FOXBOROUGH
 ELEMENTARY SCHOOL
 27102 FOXBOROUGH STREET
 ALISO VIEJO, CA 92656

SHEET:

1 OF 1



Friday, January 13, 2012

Regarding: Proposition 39 Extension

Dear Randy Rowles,

I am writing to request an extension to the deadline for the Capistrano Unified School District's preliminary Proposition 39 offer until March 1, 2012, to give parties the opportunity to conclude negotiations on the multi-year lease agreement. Thus, extending all other Proposition 39 deadlines by 30 days.

Best regards,

Shaheer Faltas
School Administrator
Journey School
administrator@journeyschool.net

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 25, 2012

**PROPOSITION 39 PRELIMINARY FACILITIES OFFER –
COMMUNITY ROOTS ACADEMY**

BACKGROUND INFORMATION

On November 1, 2011, the Capistrano Unified School District received Community Roots School's Request for Proposition 39 Facilities for the 2012-2013 school year (Attachment 1). The request sought facilities based on 180 projected in-district classroom average daily attendance (ADA) students. However, further discussion with Community Roots staff clarified a conflict with the numbers within the Request, and in-district classroom ADA was subsequently revised to 192. Community Roots Academy is currently chartered by the District. Community Roots Academy is leasing facility space in excess of their Proposition 39 facilities entitlement from the District at the Wood Canyon Elementary School campus. Community Roots Academy has waived their Proposition 39 facilities entitlements in favor of this lease arrangement. The District is obligated under Proposition 39, Education Code §47614 and California Code of Regulations Title 5 §11969.1 – 11969.11 to provide certain facilities to charter schools to house their in-district classroom students. However, the District is not obligated to provide charter facilities beyond what is required under Proposition 39.

California Education Code §47614 and California Code of Regulations Title 5 §11969.1 – 11969.11 establish certain requirements related to the provision of school district facilities for use by charter schools. Regulation §11969.9 states, "To receive facilities during a particular fiscal year, a charter school must submit a written facilities request to the school district by November 1 of the preceding fiscal year." In addition, Regulation §11969.9 informs charter schools of what a written facilities request must include.

The regulations also provide the timeline for submittal of, and response to, a request for Proposition 39 facilities. The school district shall review the charter school's projections of in-district and total ADA, and in-district and total classroom ADA, and on or before December 1, express any objections in writing and state the projections the district considers reasonable. The District's response is provided in Attachment 2. On or before January 2, the charter school shall respond to any objections or issues expressed by the school district and/or to the district's projections. The charter school shall reaffirm or modify its previous projections as necessary to respond to the information received from the district. Community Roots Academy's response to the District's questions/concerns is provided in Attachment 3. Both the District and Community Roots Academy have met these request deadlines and response requirements.

By February 1, 2012, the school district shall prepare a preliminary proposal in writing regarding the space to be allocated to the charter school and/or to which the charter school is to be provided access. Approval of this agenda item will provide the charter school with the District's

preliminary facilities proposal for 2012-2013. At a minimum, the preliminary proposal must include:

1. The projections of in-district classroom ADA on which the proposal is based.
2. The specific location or locations of the space.
3. All conditions pertaining to the space, including a draft of any proposed agreement pertaining to the charter school's use of the space.
4. The projected pro-rata share amount and a description of the methodology used to determine that amount.

The district shall also provide the charter school a list and description of the comparison group schools used in developing its preliminary proposal, and a description of the differences between the preliminary proposal and the charter school's facilities request.

By March 1, 2012, the charter school shall respond in writing to the school district's preliminary proposal expressing any concerns, addressing differences between the preliminary proposal and the charter school's facilities request and/or making counter proposals.

By April 1, 2012, having reviewed any concerns and/or counter proposals made by the charter school, the school district shall submit in writing a final notification of the space offered to the charter school. The notification shall include a response to the charter school's concerns and/or counter proposals, if any.

By May 1, 2012, the charter school must notify the school district in writing whether or not it intends to occupy the offered space.

CURRENT CONSIDERATIONS

Education Code §47614 provides in relevant part:

Each school district shall make available, to each charter school operating in the school district, facilities sufficient for the charter school to accommodate all of the charter school's in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the district. Facilities provided shall be contiguous, furnished and equipped, and shall remain the property of the school district. The school district shall make reasonable efforts to provide the charter school with facilities near to where the charter school wishes to locate, and shall not move the charter school unnecessarily.

Attendance Threshold

The first criteria for establishing eligibility for facilities is that the charter school must be either currently providing public education to in-district students, or have identified at least 80 in-

district students who are meaningfully interested in enrolling in the charter school for the following year.

Community Roots Academy has submitted documentation in the form of students currently enrolled at the school and those projected to attend in 2012-2013. District staff has reviewed this documentation and has accepted Community Roots Academy's projected in-district ADA of 192 for the 2012-2013 school year.

Conditions Reasonably Equivalent

Charter school students are entitled to be housed in conditions reasonably equivalent to those experienced by students enrolled in the District. Regulations §11969.3 identifies three factors in determining whether facilities are in conditions reasonably equivalent to those provided to district students. These factors are outlined below:

1. Comparison Group - The comparison group shall be the school district-operated schools with similar grade levels that serve students living in the high school attendance area, as defined in Education Code §17070.15(b), in which the largest number of students of the charter school reside. The standard for determining whether facilities are sufficient to accommodate charter school students in conditions reasonably equivalent shall be a comparison group of district-operated schools with similar grade levels. The district is not obligated to pay for the modification of an existing school site to accommodate the charter school's grade level configuration.

For Community Roots Academy, this comparison group is the Aliso Niguel High School (ANHS) family. Of the 192 projected in-district ADA, 100 or 52% are in the ANHS family.

Community Roots Academy's request seeks facilities on a single contiguous site for students entering grades K-7; they would also like to remain in their current location at Wood Canyon Elementary School. The District has identified the following ten school sites for purposes of establishing the comparison group for Community Roots Academy's charter students:

Comparison School – ANHS Family	
Elementary	Middle
Don Juan Avila	Aliso Viejo Middle
Bergeson	Don Juan Avila Middle
Canyon Vista	
Crown Valley	
Laguna Niguel	
Moulton	
Oak Grove	
Wood Canyon	

All students within the ANHS family attend campuses configured as K-5 elementary schools and 6-7-8 middle schools. Community Roots Academy is currently operating as a K-7 charter school and is projecting to do so for 2012-2013.

Configuration: Given that only 2 students or approximately 1% of Community Roots Academy's total districtwide projected in-district students would otherwise attend schools at a K-8 campus, the District's Proposition 39 facilities offer may be based on a K-5 elementary and 6-7-8 middle campus configuration. However, this offer proposes to keep Community Roots Academy configured as a K-7 on the Wood Canyon campus.

2. Capacity - CCR Title 5 §11969.3(b)(1) provides that facilities made available by a school district to a charter school shall be provided in the same ratio of teaching stations to ADA as those provided to students in the school district attending comparison group schools.

If the school district includes specialized classroom space, such as science laboratories, in its classroom inventory, the space allocation provided shall include a share of the specialized classroom space and/or a provision for access to reasonably equivalent specialized classroom space. The amount of specialized classroom space allocated and/or the access to specialized classroom space provided shall be determined based on three factors:

- A. The grade levels of the charter school's in-district students
- B. The charter school's total in-district classroom ADA
- C. The per-student amount of specialized classroom space in the comparison group schools

The school district shall allocate and/or provide access to non-teaching station space commensurate with the in-district classroom ADA of the charter school and the per-student amount of non-teaching station space in the comparison group schools. Non-teaching station space is all of the space that is not identified as teaching station space or specialized classroom space, and includes, but is not limited to, administrative space, custodial, multi-purpose room, and play area space. The district shall negotiate in good faith with the charter school to establish time allocations and schedules so that educational programs of the charter school and school district are least disrupted.

Classrooms: The average classroom size for comparison schools is approximately 960 square feet. District staffing ratios (teaching stations per student) for 2011-2012 are shown below. Staffing ratios for 2012-2013 have not yet been finalized. For this reason, the facilities offer will be based on 2011-2012 staffing ratios shown below:

Kindergarten	30.5:1	Single Session (one room per class)
Grades 1-3	30.5:1	
Grades 4-5	31.5:1	
Grades 6-8	32.5:1	

Specialized Classroom and Non-Teaching Space: Specialized classroom space as well as non-teaching facilities at the comparison schools is shown in the chart below. Depending on grade configuration and availability of specialized space at the particular campus(s) where facilities are being offered, some of these facilities may be provided on a shared basis with the school/students at the campus of the proposed facilities. A sharing arrangement for specialized classrooms will have to be determined and worked out as part of a final facilities offer.

	K-5	6-8
Specialized Classroom Space		
Science Labs*	no	yes
Computer Labs* **	yes	yes
Art Classrooms* **	no	yes
Music Classrooms* **	no	yes
Library*	yes	yes
Non-Teaching Administration	yes	yes
Common Space		
Custodial* **	yes	yes
Multi-Purpose*	yes	yes
Locker Rooms* **	no	yes
Non-Classroom Outdoor space		
Playgrounds & Fields*	yes	yes
Parking*	yes	yes

**Shared Space*

***Not Requested*

3. Condition - The following factors determine whether charter school facilities are in reasonably equivalent condition to those of public schools:

- Age from latest modernization
- Quality of materials, and state of maintenance
- School site size
- The condition of interior and exterior surfaces
- The condition of mechanical, plumbing, electrical, and fire alarm systems, including conformity to applicable codes
- The availability and condition of technology infrastructure
- The condition of the facility as a safe learning environment including, but not limited to, the suitability of lighting, noise mitigation, and size for intended use
- The condition of the facility's furnishings and equipment
- The condition of athletic fields and/or play area space

Equivalent: The facilities being offered herein meet these standards and are generally uniform and equivalent in comparison with other school facilities within the District. Therefore the District's proposed offer provides facilities suitable for a learning environment.

Contiguous, Furnished, and Equipped

Education Code §47614 requires that facilities be contiguous, furnished, and equipped and shall remain the property of the school district.

Facilities are considered "contiguous" if they are contained on the school site or immediately adjacent to the school site. If the in-district average daily classroom attendance of the charter school cannot be accommodated on any single school district school site, contiguous facilities also include facilities located at more than one site, provided that the school district shall minimize the number of sites assigned and shall consider student safety.

Community Roots Academy has requested a single site to house its student population for grades K-7. However as stated above, the comparison group is configured using K-5 and 6-8 campuses, making it difficult to extrapolate and provide facilities that meet a strict K-8 model. Only two schools in the District are operating in a pure K-8 configuration with all grades housed at a single campus with one principal, neither one of which is in Community Roots Academy's comparison group.

Contiguous: The District is looking to house Community Roots Academy's entire K-7 program at the Wood Canyon campus. Wood Canyon has sufficient space to meet the District's Proposition 39 facilities obligation and accommodate Community Roots Academy's projected ADA. However, Community Roots Academy is requesting an extension of its current lease.

A facility is "furnished and equipped" if it includes reasonably equivalent furnishings necessary to conduct classroom instruction and to provide for student services that directly support classroom instruction, as found in the comparison group schools. Examples of equipment include furniture, vehicles, machinery, motion picture film, videotape, furnishings that are not an integral part of the building or building system, and certain intangible assets, such as major software programs. Furnishings and equipment acquired for a school site with non-district resources are excluded when determining reasonable equivalence.

Furnished and Equipped: District school classrooms are furnished and equipped with desks, chairs, and white/black boards. The offer of space will incorporate desks, chairs, and white/black boards. Specialized classroom space will be shared space and include the same furnishings and equipment available for use by District students. Equipment for non-teaching space, such as front office equipment, will be on a shared basis with the District's program. However, furnishings and equipment such as computers that were acquired for the school site with non-district resources are excluded from use.

Additional Considerations and Implications

There are several other factors to consider in determining the appropriate allocation of facilities, if any, to charter schools making requests under Proposition 39. For 2012-2013 these include:

1. The status and scope of Proposition 39 requests made by other charter schools operating within the District. The District has received two other Proposition 39 facilities requests for 2012-2013:
 - Oxford Preparatory Academy
 - Journey School
2. Facilities that are currently being leased to the Niguel Children's Center preschool at Wood Canyon.

The District has an obligation to provide Proposition 39 facilities to all three charter schools. As stated above, other facility configurations were considered, but in order to place Community Roots Academy at an alternative location(s) or configuration and meet the reasonably equivalent and contiguous tests, the District would either have to close a school or relocate a considerable portion of an existing school within the District.

Alternatives and Flexibility

At the sole discretion of the District and in cooperation with the charter school, nothing shall prohibit the parties from mutually agreeing to an alternative configuration, in lieu of agreement, and/or or adjustment to the proposal contained herein or to specific compliance with any of the provisions of the regulations. Additionally, the District may lease additional facilities to the charter beyond what they are provided and entitled to, within the scope of this offer. Nothing presented herein shall prohibit implementation of such an alternative means of satisfying the District's facilities obligation under Proposition 39.

Community Roots Academy's administration has indicated a desire to continue leasing facilities in 2012-2013 in lieu of accepting a Proposition 39 facilities offer. The primary reason for leasing, as opposed to accepting a Proposition 39 facilities offer, is that Community Roots Academy desires to remain at the Wood Canyon Elementary campus, and they would prefer not to be split their school onto multiple campuses. District staff will work with Community Roots Academy's administration to facilitate an in-lieu-of agreement as a first priority. Staff believes this option is in the best interest of both the District and charter school.

Community Roots Academy is entitled to approximately nine classrooms plus shared space for the 2012-2013 school year. The district will not be able to accommodate Community Roots Academy within nine classrooms plus shared space on the Wood Canyon Campus for 2012-2013 and will most likely have to offer space based on a K-5/Middle School model thus splitting Community Roots Academy onto two campuses. Community Roots Academy has indicated a willingness to take fewer classrooms (eight) if they can remain on the Wood Canyon Campus for

the 2012-2013 school year. The District is currently receiving \$4,800/month in lease payments from Community Roots Academy for four classrooms. An in-lieu-of agreement will require negotiating new lease terms.

With approval of this agenda item, staff seeks latitude from the Board of Trustees to negotiate an appropriate facilities configuration and work with the charter school to develop an agreement in lieu of a Proposition 39 facilities offer. Such an agreement would be at the discretion of the staff, subject to Board approval and in concurrence with the charter school.

Recommended Allocation of Space (Facilities Offer)

At this time staff is seeking approval from the Board of Trustees to extend the February 1 deadline for the District to prepare the written Proposition 39 facilities preliminary proposal by one month to March 1, 2012. This deadline extension is requested mutually by both staff and the charter school. By extending the District's written proposal deadline from February 1 to March 1, the subsequent Proposition 39 deadlines for the charter to respond to the preliminary offer by March 1, the District's deadline of April 1 to provide a final written notification of space, and the May 1 deadline for the charter to notify the district, if it intends to occupy the offered space, are also extended by one month.

Exhibit

The following Attachments are attached for reference:

Attachment 1	Proposition 39 Facilities Request
Attachment 2	District's Analysis and Response to Charter School's Request
Attachment 3	Charter School's Response to District Analysis
Attachment 4	2011-2012 Wood Canyon Site Map
Attachment 5	Request to Extend Preliminary Offer Deadline

FINANCIAL IMPLICATIONS

The actual fiscal impact of this facilities offer is difficult to calculate because of a number of actual and potential impacts to both revenue and expenditures. Ostensibly, the actual cost of providing facilities to the charter school should be revenue neutral. However, it's conceivable the District may need to purchase additional furniture and equipment because of the projected increase in enrollment at Community Roots Academy for 2012-2013

Estimated Fiscal Impact:	\$50,000
Funding Source:	General Fund

The District is currently receiving \$4,800/month in lease payments from Community Roots Academy for four classrooms. An in-lieu- of agreement will require negotiating new lease terms.

STAFF RECOMMENDATIONS

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

Following discussion, it is recommended the Board of Trustees approve the request to extend the written Proposition 39 facilities preliminary proposal by one month to March 1, 2012, and as described herein, in order to provide staff and the charter school time to negotiate an agreement in lieu of a Proposition 39 facilities offer.



Hand Delivered

November 1, 2011

Superintendent Dr. Joseph M. Farley
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

RE: Request for Proposition 39 Facilities for the 2012-13 School Year

Dear Dr. Farley:

I am writing on behalf of the Community Roots Academy ("Charter School") to request reasonably equivalent school facilities from the Capistrano Unified School District ("District") pursuant to Education Code Section 47614 (i.e., Proposition 39) and Title 5 of the California Code of Regulations ("CCR") Section 11969.1 through 11969.11, as amended ("Implementing Regulations").

Proposition 39, passed by the voters of California on November 7, 2000, requires school districts to make available, to each charter school operating within the school district, school facilities sufficient for each charter school to accommodate all of the charter school's in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the school district. Facilities provided shall be contiguous, furnished, and equipped, and shall remain the property of the school district. In addition, the school district must make reasonable efforts to provide the charter school with facilities near to where the charter school desires to be located. (See Education Code Section 47614(b)).

The Proposition 39 Implementing Regulations, adopted by the State Board of Education ("SBE") in 2002, and amended in 2008, require the Charter School to make an annual written request for facilities. Title 5 CCR Section 11969.9(c)(1) specifies the information that must be included in the annual facilities request. This request, along with the information submitted herewith, meets and exceeds the requirements of Education Code Section 47614 and the Implementing Regulations.

Proposition 39 Request: 2012-13 School Year
Page 1 of 9

Attachment 1

Projected Average Daily Attendance (ADA)

In accordance with Education Code Section 47614(b)(2), the District is required to allocate school facilities to the Charter School for the following school year based upon a projection of average daily classroom attendance provided by the Charter School.

The Charter School's Board of Directors has determined that a reasonable projection of the Charter School's in-District average daily classroom attendance for the 2012-13 school year is **180**. The following is a break down of the Charter School's projected average daily attendance ("ADA") as required by 5 CCR Section 11969.9(c)(1). The Charter School's ADA figures are based on the methodology outlined in the following section.

Please note:

- "Current year" means the fiscal year in which a facilities request is made. For this request, the current year is 2011-12.
- "Request year" means the fiscal year for which facilities are being requested. For this request, the request year is 2012-13.

Table 1: Total ADA

A	B	C
Grade Level	<u>Projected Total Current Year</u>	<u>Projected Total Request Year</u>
K	57	54
1	30	69
2	21	46
3	N/A	35
4	N/A	0
5	N/A	10
6	N/A	10
Total	108	224

Table 2: Total In-District ADA

A	B	C
Grade Level	<u>Projected Total Current Year</u>	<u>Projected Total Request Year</u>
K	43	48
1	24	56
2	14	36
3	N/A	28
4	N/A	0
5	N/A	10
6	N/A	10
Total	81	188

Table 3: Total Classroom ADA

A	B	C
Grade Level	Projected Total Current Year	Projected Total Request Year
K	53	50
1	28	64
2	20	42
3	N/A	33
4	N/A	0
5	N/A	9
6	N/A	9
Total	101	207

Table 4: Total In-District Classroom ADA

A	C	D
Grade Level	Projected Total Current Year	Projected Total Request Year
K	40	48
1	22	56
2	13	36
3	N/A	28
4	N/A	0
5	N/A	10
6	N/A	10
Total	75	180

48
56
36
28
0
10
10
8

The following tables represent the projected **in-District ADA** (from Table 2 above) and **in-District classroom ADA** (from Table 4 above) broken down by grade level and the school in the District the pupils are otherwise eligible to attend. (5 CCR Section 11969.9(c)(2).)

Table 5: In-District ADA Broken Down by Grade Level and District Schools Where Pupils Would Otherwise Attend:

School Name/Grade	K	1	2	3	4	5	6
Don Juan	6	8	4	8	1	2	4
Malcolm		1	1				
Wood Canyon	6	8	2	1			
Carl Hanky	1						
Philip Reilly		1		1			
Castille Elementary		1			1		
Oso Grande	1	4	1	1			1
Las Flores		1		1			2

School Name/Grade		K	1	2	3	4	5	6
Chaparral			2	2	1	1		
George White		1						
Ladera Ranch		3	2	3				
Marblehead			3	2	1	1		
Canyon Vista		3	2	1	5		5	
Truman Benedict		1	4	1	1	1		1
Del Obispo		4	3	4				
Concordia		4	1	2	4	1		
RH Dana		1	1	1				
Palisades			2		2			
Oak Grove		4	6	9	2	1	3	2
Wagon Wheel		1	1					
Bergeson		2		2				
Hidden Hills		3						
Viejo			1					
San Juan			1					
Moulton		2	3					
Ambuel		1						
Bathgate		2		1				
Laguna Niguel				1				
Arroyo Vista			1					
Valencia		1						

Table 6: In-District Classroom ADA Broken Down by Grade Level and District Schools Where Pupils Would Otherwise Attend:

School Name/Grade		K	1	2	3	4	5	6
Don Juan		6	7	4	7	1	2	4
Malcolm			1	1				
Wood Canyon		6	8	2	1			
Carl Hanky		1						
Philip Reilly			1		1			
Castille Elementary			1			1		
Oso Grande		1	4	1	1			1
Las Flores			1		1			2
Chaparral			2	2	1	1		
George White		1						
Ladera Ranch		3	2	3				
Marblehead			3	2	1	1		
Canyon Vista		3	2	1	5		5	
Truman Benedict		1	4	1	1	1		1

School Name/Grade		K	1	2	3	4	5	6
Del Obispo		4	3	4				
Concordia		4	1	2	4	1		
RH Dana		1	1	1				
Palisades			2		2			
Oak Grove		4	6	8	2	1	3	2
Wagon Wheel		1	1					
Bergeson		2		2				
Hidden Hills		3						
Viejo			1					
San Juan			1					
Moulton		2	3					
Ambuel		1						
Bathgate		2		1				
Laguna Niguel				1				
Arroyo Vista			1					
Valencia		1						

Methodology Used In Making ADA Projection:

Title 5 CCR Section 11969.9(c)(1)(B) requires the facilities request to include a description of the methodology for the ADA projections. The Charter School utilized the following methodology in calculating the ADA projections:

School Year	Enrollment	ADA Claimed at P-2	Retention Rate from prior year	Growth Percentage Change	# of Wait Listed Children
2011-12	108	N/A	N/A	N/A	1

As demonstrated herein, we have analyzed the Charter School's historical enrollment, retention, and growth trends and prior ADA figures, in order to arrive at our total projected in-District classroom ADA figure for the request year. The preceding enrollment projections are based on the Charter School's current enrollment, and budget data in the Charter School's approved petition.

The ADA of 93% is based on the Charter School's attendance submitted on the 20-Day report for the Second Special Advance Apportionment for Newly Operational Charter Schools, FY 2011-12. The 224 Total ADA and the 188 In- District ADA are components of the Charter School's operating budget which are substantiated by our current enrollment and "Intent to Re/Enroll" forms collected. The Charter intends to continue to serve nearly all in-district students reflected by the current enrollment and "Intent to Re/Enroll" forms collected from families within CUSD.

With the assistance of marketing professionals, the Charter School has implemented a marketing and recruitment plan which includes parent informational meetings and workshops, print materials as well as a website and web-based social networking. All meetings and events have taken place within district boundaries in a deliberate effort to recruit local families. Despite the fact that the Charter School has just opened it has already gained significant parent interest since opening this fall. It has enrolled 28 new students and received 34 total applications, (for the 2012-2013 school year), since the first day of school, September 7th. 100% of the Charter's currently enrolled students have submitted "Intent to Re/Enroll" forms for the 2012-2013 school year. The Charter has given school tours to 65 families and has collected 180 "Intent to Re/Enroll" forms (representing 231 students) in only 4 weeks. The "Intent to Re/Enroll" forms were submitted by current families, families that have been to a school tour and referrals from current families. Based on the "Intent to Re/Enroll" forms from current and prospective students, the Charter anticipates expanding to serve two classes in each in grades kindergarten through third grade and fifth-sixth grade combination class. As the Charter School continues to execute its marketing and recruitment plan it anticipates exceeding, its enrollment projections, creating a significant wait list for the 2012-2013 school year.

Supporting Documentation

Title 5 CCR Section 11969.9(c)(1)(C) requires the facilities request to include supporting documentation. The Implementing Regulations state that when a charter school is not yet open (i.e., not yet providing instruction) or to the extent an operating charter school projects a substantial increase in in-District ADA, the annual request must include documentation of the number of in-District students meaningfully interested in attending the Charter School. Please be advised that because the Charter School projects a substantial increase in ADA, we have attached and incorporated herein by reference the following supporting documentation that fully substantiates the reasonableness of our in-District ADA projections for the 2012-13 school year:

- (1) A roster of current year students, by name, address, and phone number;
- (2) A declaration from the Principal regarding the Charter School's annual ADA.
- (3) Signed parental "Intent to Re/Enroll" Forms for all students for the request year;

As you review the Charter School's ADA projections and supporting documentation, please keep in mind that the Proposition 39 regulations do not specify or require a particular type of supporting documentation to be used. Schools may submit any type of supporting documentation, which they used to arrive at their ADA projections. This documentation must be "sufficient for the district to determine the reasonableness of the projection, but ... need not be verifiable for precise arithmetical accuracy." (Section 11969.9(c)(1)(C); emphasis added.) The supporting documentation is intended only to demonstrate reasonableness of Charter School's request, not mathematical exactitude. However, should the District desire additional documentation or information regarding the Charter School's ADA projections, please contact me as soon as possible. We remain willing to cooperate with the District to immediately address any questions or concerns about this request and the supporting documentation.

Operational Calendar:

Title 5 CCR Section 11969.9(c)(1)(D) requires the facilities request to include the Charter School's operational calendar. The Charter School's operational calendar will align with

Proposition 39 Request: 2012-13 School Year

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the CUSD operational calendar, when approved, thus giving the Charter School the same start/end dates and vacation schedule as the CUSD. The Charter School's first day of instruction is expected to be September 5th, 2012; therefore we will need access to the facility on or before August 1st, 2012, in order to prepare. Please note that Title 5 CCR Section 11969.9(j) requires the District to ensure that a furnished and equipped facility meeting the requirement of Proposition 39 be made available to the Charter School no less than ten (10) working days prior to the charter school's first day of instruction. In addition, in accordance with Section 11969.5, the space allocated must be made available for the Charter School's entire school year regardless of the School District's instructional year or class schedule.

Educational Program:

Title 5 CCR Section 11969.9(c)(1)(F) requires the facilities request to provide information regarding the Charter School's educational program that is relevant to the assignment of facilities. The Charter School's educational program does have unique facilities needs. As you are aware, key components of the educational program of the Charter School include project-based learning, performing arts, science classes, before and after school care, professional development days, physical education programs, and enrichment programs. In order to provide this aspect of our educational program, the facility allocated to the Charter School must provide adequate classroom and outdoor facility space. Physical fitness and outdoor play are an integral part of the Charter's academic program. All Charter students participate in daily organized and supervised physical activities as well as two hours of physical education instruction from a certified fitness professional each week. Access to open fields or ball fields in addition to open paved space are critical to the Charter's physical education program. If the District's comparison schools also include facilities not identified here, the District must also allocate a reasonably equivalent amount of these facilities to the Charter School.

In addition, and in accordance with its charter and its budget, the Charter School operates grade levels K through 8th on one contiguous school site. Given the Charter School's project-based curriculum and integration of community partnerships, a contiguous school site is critical. Consequently, the Charter School's educational program requires a single contiguous school site in which to operate.

Facility Location:

Title 5 CCR Section 11969.9(c)(1)(E) requires the Charter School to provide information regarding the District school site and/or general geographic area in which the Charter School wishes to locate. Based upon the needs of the Charter School and the residency of the projected student enrollment, the Charter School desires to locate its facility within the Capistrano Unified School District, at a site with easy freeway access given the diverse potential student body, preferably in Aliso Viejo, Dana Point or San Juan Capistrano.

Procedures and Timelines:

In accordance with the Implementing Regulations, the District is required to review the Charter School's attendance projections and to express any objections that it has about the Charter School's attendance projections in writing on or before December 1, 2011. The Charter School must respond to the District's written objections, if any, on or before January 2, 2012,

and will either reaffirm or modify its projections, as it deems necessary. (5 CCR Section 11969.9(d).)

Furthermore, we look forward to receiving a written preliminary facilities proposal from the District on or before February 1, 2012, as required under the Implementing Regulations. (5 CCR Section 11969.9(f).) The preliminary proposal must include, at a minimum, the following information: (1) a breakdown of the number of teaching stations (classrooms), specialized and non-classroom based space to be allocated to the Charter School, with an indication as to whether the space is exclusive or shared use; (2) the projections of in-District classroom ADA on which the proposal is based; (3) the specific location of the space; (4) all conditions pertaining to the space, including a draft of any proposed agreement pertaining to the Charter School's use of the space, (typically referred to as a facilities use agreement); (5) the projected pro rata share amount and a description of the methodology used to determine that amount; and (6) a list and description of the comparison group schools used in developing its preliminary proposal, and a description of the differences between the preliminary proposal and the Charter School's facilities request. In accordance with the Implementing Regulations (5 CCR Section 11969.2(d)), if the District's preliminary proposal (or final notification) does not accommodate Charter School at a single school site, the District's governing board must first make a finding that the Charter School could not be accommodated at a single site and adopt a written statement of reasons explaining the finding. The Charter School has until March 1, 2012, to respond to the preliminary proposal, expressing any concerns, addressing differences between the preliminary proposal and the facilities request, and/or making counter proposals.

The Implementing Regulations Section 11969.9(h) requires the District to provide a written final notification regarding the space to be allocated to the Charter School prior to April 1, 2012. The final notification specifically must include, at a minimum, the following:

- (1) The teaching station, specialized classroom space, and non-teaching station space offered for the exclusive use of the charter school and the teaching station, specialized classroom space, and non-teaching station space which the charter is to be provided access on a shared basis with District operated programs, if any;
- (2) For shared space, if any, the proposed arrangements for sharing;
- (3) The in-District classroom ADA assumptions for the Charter School upon which the allocation is based and, if the assumptions are different than those submitted by the charter school, a written explanation of the reasons for the differences;
- (4) The specific location of the space;
- (5) All conditions pertaining to the Charter School's use of the space;
- (6) The pro rata share amount and a description of the methodology used to determine that amount;
- (7) The payment schedule for the pro rata share amount, which shall take into account the timing of revenues from the state and from local property taxes; and
- (8) A response to the Charter School's concerns and/or counter-proposals, if any.

A California Court of Appeals decision has made clear that, in meeting their Proposition 39 obligation, school districts must give the same degree of consideration to the needs of charter school students as it does to the students in district-run schools. The court noted that "accommodating a charter school might involve moving district-operated programs or changing attendance areas" and that providing a contiguous school facility to a charter school might

require disruption and dislocation among district students, staff and programs. Ridgecrest Charter School v. Sierra Sands Unified School District, 130 Cal.App.4th 986 (2005). In addition, the Court concluded that a school district responding to a request for facilities must issue a statement of reasons at the time it makes its final determination that is "thorough" and "factual" enough to permit "effective review by the courts"; the statement of reasons issued by the school district must demonstrate that the district has "adequately considered all relevant factors" and that the district can "demonstrate a rational connection between those factors, the choice made, and the purposes of [Proposition 39]."

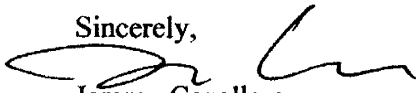
Although Proposition 39 requires the District to allocate a school facility for Charter School use, the Charter School is amenable to discussing alternative facilities arrangements that meet both the needs of the District and the Charter School.

The Charter School's Board of Directors has delegated to me the responsibility to negotiate the allocation of a facility under Proposition 39. All communications regarding this matter should be sent to my attention at the address below. My contact information is as follows:

Jeremy Cavallaro
23421 Knollwood, P-31, Aliso Viejo, Ca 92656
949-831-4272
949-836-4008
949-643-2434
jcavallaro@communityrootsacademy.org

I appreciate your time and consideration of this request and I look forward to developing a mutually agreeable plan to meet the facilities needs of the Charter School's in-District students.

Sincerely,



Jeremy Cavallaro
Executive Director of Education

cc: Eve M. Fein, Board of Directors (by email)
Louis E. Silverman, Board of Directors (by email)
Brad Shapiro, Esq., Board of Directors (by email)
Dr. Ron Redmond, Board of Directors (by email)
Paula A. Bosza, Board of Directors (by email)
John C. Fossum, Esq., Irell & Manella, LLP, Legal Counsel (by email)
Paul C. Minney, Esq., Middleton, Young & Minney, LLP, Legal Counsel (by email)

Attachments (the following attachments are incorporated by reference herein):

"Intent to Re/Enroll" Forms

A roster of current year students, by name, address, and phone number


Principal's Affidavit

Omitted for
Confidentiality
Reasons

Affidavit of JEREMY CAVALLARO
In Support Of Proposition 39 Submission To CUSD For
COMMUNITY ROOTS ACADEMY

I, Jeremy Cavallaro, declare as follows:

1. I am the Executive Director of Education of Community Roots Academy, a public charter school currently serving kindergarten through second grade. If necessary, I could formally attest to the information set forth herein, and I set forth the following facts in support of Community Roots Academy's Proposition 39 Submission, which was hand-delivered to and received on behalf of Superintendent Dr. Joseph Farley and Assistant Superintendent Julie Hatchel on November 1, 2010.
2. Community Roots Academy is public charter school with not-for-profit status.
3. Community Roots Academy currently serves 108 students in kindergarten, first and second grades.
4. The particulars concerning the unique learning opportunities available at Community Roots Academy were set forth in detail in the school's charter petition, along with the school's reasonable and fiscally sound budget.
5. Community Roots Academy anticipates enrollment of approximately 230 students for the fall of 2012. Community Roots Academy includes 180 intent to enroll forms, (representing 231 students) as part of its Proposition 39 Submission.
6. The ADA of 93% is based upon the charter school's attendance rate as of its 20-Day Attendance Certification.



Jeremy Cavallaro
Executive Director of Education, Community Roots Academy



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9200/FAX: 248-9563 www.capousd.org

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November 22, 2011

Mr. Jeremy Cavallaro
Executive Director of Education
Community Roots Charter Academy
23421 Knollwood, P-31
Aliso Viejo, CA 92656

Dear Mr. Cavallaro:

Re: Request for Charter School Facilities for the 2012/13 School Year

Thank you for the timely submission of the Community Roots Charter Academy's Proposition 39 facilities request for 2012/13 ("Request"). This letter is in response to your Request dated November 1, 2011.

Review Process and Request Requirements

Procedures and timelines for the request for, reimbursement for, and provision of facilities for charter schools are found in Title 5 California Code of Regulations, §11969.9. To receive facilities during a particular fiscal year ("Request Year"), a charter school must submit a written facilities request to the school district on or before November 1 of the year preceding the Request Year. The written facilities request must consist of:

- A. Reasonable projection of in-district and total ADA and in-district and total classroom ADA broken down by the grade level and school the student would otherwise attend. §11969.9 (c) (1) (A) and §11969.9 (c) (2)
- B. Description of the methodology for the projections. §11969.9 (c) (1) (B)
- C. Documentation of the number of meaningfully interested in attending the charter school that is sufficient for the district to determine the reasonableness of the projection. §11969.9 (c) (1) (C)
- D. Charter school's operational calendar. §11969.9 (c) (1) (D)
- E. Information regarding the district school site and/or general geographic area in which the charter school wishes to locate. §11969.9 (c) (1) (E)

- F. Information on the charter school's educational program, if any, that is relevant to assignment of facilities. §11969.9 (c) (1) (F)

Findings

District staff has reviewed Community Roots' Request and determined that it generally meets the requirements of Title 5 California Code of Regulations, §11969.9.

However, the following area(s) of concern were noted with the Request:

1. §11969.9 (c) (1) (D) – The school's operational calendar was not provided as required. The Request stated the school's calendar will be in alignment with the District calendar. Please provide the Community Roots' 2012/13 operational calendar as soon as it is available. If possible, please provide prior to January 1, 2012, even if only available in draft form.

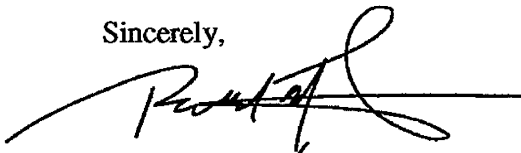
Conclusion

As stated above, Community Roots Academy's Proposition 39 Facilities Request generally appears to meet the requirements of Title 5 California Code of Regulations, §11969.9 with the exception of the discrepancies and concerns noted above, which will need to be clarified in writing to the District on or before January 2, 2012.

In order to facilitate preparation of the District's Prop 39 facility offer, please provide the charter school's in-district classroom ADA broken down by grade level and school where the students would otherwise attend (Table 6 of your Request) electronically in either MS Word or Excel format. This data may be e-mailed to me at rlebs@capousd.org, and it would be greatly appreciated.

If you have any questions, you may contact me at (949) 234-9211.

Sincerely,



Ronald N. Lebs
Deputy Superintendent
Business and Support Services

cc: Julie Hatchel, Assistant Superintendent, Education Services
Janet Mueller, Dannis Woliver Kelley

COMMUNITY ROOTS ACADEMY 2012-2013 TENTATIVE CALENDAR

SEPTEMBER – 16 Days

3	Monday	Labor Day	SCHOOL CLOSED
5	Wednesday	FIRST DAY OF SCHOOL	8:30am-12:30 pm
12	Wednesday	Early Dismissal/Staff Dev.	12:30 Dismissal
17	Monday	Holiday	SCHOOL CLOSED
19	Wednesday	Early Dismissal/Staff Dev.	12:30 Dismissal

OCTOBER – 23 Days

3, 10, 17, 24, 31	Wednesday	Early Dismissal/Staff Dev.	12:30 Dismissal
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NOVEMBER – 16 Days

7	Wednesday	Early Dismissal/Staff Dev.	12:30 Dismissal
12	Monday	VETERANS DAY OBSERVED	SCHOOL CLOSED
14 & 15	Wed & Thurs	Early Dismissal/Parent Conferences	11:30 Dismissal
19-23	Mon-Fri	THANKSGIVING HOLIDAY	SCHOOL CLOSED
28	Wednesday	Early Dismissal/Staff Dev.	12:30 Dismissal

DECEMBER – 15 Days

5, 12, 19	Wednesday	Early Dismissal/Staff Dev.	12:30 Dismissal
24-Jan. 4	Mon-Fri	WINTER RECESS	SCHOOL CLOSED

JANUARY – 18 Days

7	Monday	School Resumes	8:30 am
9, 16	Wednesday	Early Dismissal/Staff Dev.	12:30 Dismissal
21	Monday	DR. MARTIN LUTHER KING, JR DAY	SCHOOL CLOSED
28	Wednesday	Early Dismissal/Staff Dev.	12:30 Dismissal

FEBRUARY – 18 Days

6, 13	Wednesday	Early Dismissal/Staff Dev.	12:30 Dismissal
15	Friday	LINCOLN DAY	SCHOOL CLOSED
18	Monday	WASHINGTON DAY	SCHOOL CLOSED
20, 27	Wednesday	Early Dismissal/Staff Dev.	12:30 Dismissal

MARCH – 16 Days

6	Wednesday	Early Dismissal/Staff Dev.	12:30 Dismissal
13 & 14	Wed-Thurs	Early Dismissal/Parent Conferences	11:30 Dismissal
20	Wednesday	Early Dismissal/Staff Dev.	12:30 Dismissal
25-April 1	Mon-Mon	SPRING RECESS	SCHOOL CLOSED

APRIL – 21 Days

3, 10, 17, 24	Wednesday	Early Dismissal/Staff Dev.	12:30 Dismissal
---------------	-----------	----------------------------	-----------------

CRA 2012-2013 Calendar continued

MAY – 22 Days

1, 8, 15, 22

27

29

Wednesday

Monday

Wednesday

Early Dismissal/Staff Dev.

MEMORIAL DAY

Early Dismissal/Staff Dev.

12:30 Dismissal

SCHOOL CLOSED

12:30 Dismissal

JUNE – 15 Days

5, 12, 19

21

Wednesday

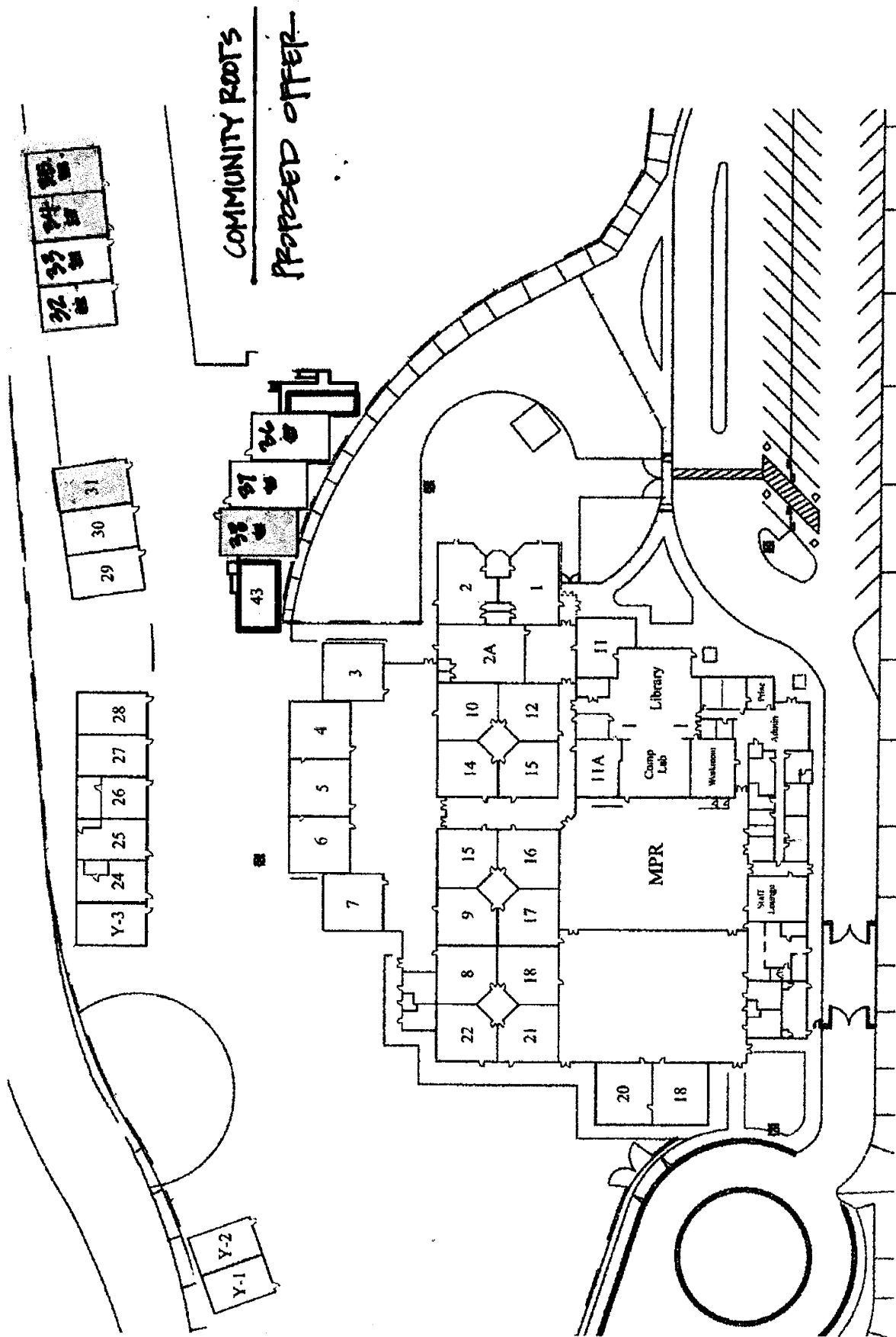
Friday

Early Dismissal/Staff Dev.

LAST DAY OF SCHOOL

12:30 Dismissal

12:30 Dismissal**180 Days Total**



Attachment 4



To Whom it May Concern:

I am writing to extend the deadline for the Capistrano Unified School District's preliminary Proposition 39 offer until March 1, 2012, to give parties the opportunity to reach an alternative agreement. Thus extending all other Proposition 39 deadlines by 30 days.

Best regards

Jeremy Cavallaro

Community Roots Academy

***Email: info@communityrootsacademy.org Web Page: www.communityrootsacademy.org
23431 Knollwood P-31 – Aliso Viejo – CA - 92656 - (949) 831-4272 (4CRA) Fax (949) 643-2434***

Attachment 5

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 25, 2012

**APPROVAL OF RESOLUTION NO. 1112-30 AUTHORIZING OFFERING OF
SUPPLEMENTARY RETIREMENT PLAN FOR CERTIFICATED
NON-MANAGEMENT EMPLOYEES**

BACKGROUND INFORMATION

During times of budget reductions, districts and other agencies typically consider offering a supplementary retirement plan to reduce expenses and, reduce or eliminate layoffs. Beginning in 2009, the District ceased its participation in Class Size Reduction and other services, thus eliminating 344 certificated positions. As a result, the District currently maintains re-employment lists of approximately 265 veteran certificated employees in addition to 127 newly hired temporary employees. Recognizing budget reductions are still necessary for the 2012-2013 year, a retirement plan has the potential to incentivize retirement for many senior veteran employees over and above natural attrition.

The current economic challenges facing the state and nation have significantly decreased natural attrition over the past four years. In the 2007-2008 school year 84 certificated employees retired compared to 26 retirements received during 2010-2011. Savings are achieved by replacing veteran senior employees with less senior employees who are lower on the salary schedule. In addition to salary differential savings, certain positions may not be replaced further increasing savings to the general fund.

In order for supplemental retirement plans to be cost effective and encourage retirements over and above natural attrition, they are usually offered once every five to seven years. The last supplemental retirement plan was offered during the 2003-2004 school year.

CURRENT CONSIDERATIONS

The purpose of this agenda item is for the Board of Trustees to consider Resolution No. 1112-30 to authorize the offering of a supplementary retirement plan for certificated non-management employees through the Public Agency Retirement Services (PARS) agency. PARS currently administers over 1,200 retirement plans for more than 600 PARS member agencies, covering more than 270,000 public employees.

If approved by the Board, a plan offering an IRC 403(b) fixed annuity would be available to certificated non-management employees who declare a binding intent to retire from the District on or before February 29, 2012, effective June 30, 2012. In order to ensure savings, the plan would need to generate no less than \$600,000 in savings the first year and continue savings out

for four additional years. If the projected minimum savings is not met, the District has the option of withdrawing the plan.

FINANCIAL IMPLICATIONS

The District anticipates savings to the general fund to be no less than \$600,000 in 2012-2013 with continued savings generated out four additional years which accounts for the full cost of the IRC 403(b) fixed annuity. The total actual savings are dependent upon the number of employees opting to participate and their respective salary levels in comparison to lower replacement cost salaries, if applicable.

STAFF RECOMMENDATION

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, to present this item.

It is recommended the Board of Trustees approve Resolution No. 1112-30 authorizing the implementation of the PARS fixed annuity plan commencing with the 2012-2013 school year.

BOARD RESOLUTION NO. 1112-30

**CAPISTRANO UNIFIED SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA**

WHEREAS, it is determined to be in the best fiscal interest of the District and its employees to provide a retirement incentive offer to eligible employees who wish to voluntarily exercise their option to separate from District Service;

WHEREAS, it is anticipated a retirement incentive offer has the potential to increase attrition over and above natural attrition experienced the past three years;

WHEREAS, increased numbers of retirees will enable the District to rehire certificated employees currently maintained on re-employment lists;

WHEREAS, there is no cash option available to employees in lieu of this retirement incentive offer;

WHEREAS, Public Agency Retirement Services (PARS) has made available to the District a Supplementary Retirement Plan, a retirement incentive program supplementing STRS, and qualifying under the relevant sections of Section 403(b) of the Internal Revenue Code;

WHEREAS, the District, pursuant to applicable policy and/or a collective bargaining agreement, desires to adopt the Supplementary Retirement Plan and to fund the incentive through nonelective employer, post-employment contributions to the PARS designated 403(b) provider.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Governing Board of Trustees of the District hereby adopts the PARS Supplementary Retirement Plan, as part of the District Retirement Program, effective August 1, 2012 for the express purpose of generating savings to the general fund; and
2. The retirement incentive must meet the District's fiscal savings and operational objectives in order for the plan to be implemented. If these goals are not reached, the District may withdraw the retirement incentive. If the District withdraws the retirement incentive, resignations may be rescinded; and
3. The Board of Trustees of the District hereby appoints the Interim Deputy Superintendent, Business Services, or his/her successor or his/her designee as the District's Plan Administrator; and
4. The District's PARS Plan Administrator is hereby authorized to execute the contracts, custodial agreement facilitating the payment of contributions to the 403(b) arrangement, and other legal documents related to a trust or the plan on behalf of the District and to take whatever additional actions are necessary to maintain the District's participation in the plan and to maintain compliance of any relevant regulations issued.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Joseph M. Farley, the Secretary of the Board of Trustees of the Capistrano Unified School District of Orange County, California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on the 25th of January, 2012, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of January, 2012.

Secretary of the Board

2011-2012 PARS SUPPLEMENTARY RETIREMENT PLAN
Preliminary Timeline

- | | |
|-----------------------|--|
| 1. Mid-January 2012 | PARS mails packets to eligible employees |
| 2. Late January 2012 | PARS holds Orientation meetings |
| 3. Late February 2012 | Employee Workshop |
| 4. February 29, 2012 | Enrollment window closes
Employees submit binding letter of resignation |
| 5. March 30, 2012 | District notifies employees if plan is going forward or not |
| 6. June 30, 2012 | Employees resign from District employment |
| 7. August 1, 2012 | PARS benefits commence |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 25, 2012

**DRAFT PLAN REVIEW AND DISCUSSION NO. 2 REGARDING
TRUSTEE AREA BOUNDARY REDISTRICTING**

BACKGROUND INFORMATION

With the passage of Measure H on November 2, 2010, the District changed the current method of election to a “by trustee area” method of election requiring each member of the Board of Trustees to reside within, and be elected by, the voters living within that particular Trustee area or district. Voters in a Trustee area no longer elect members of the Board of Trustees for other Trustee areas. The election scheduled for Tuesday, November 6, 2012, will employ this method of election.

In addition, the 2010 Census generated updated demographic data. As populations shift, Trustee areas need to be evaluated and rebalanced every ten years to reflect the revised census data. This Trustee area analysis needs to be completed, revised, and established prior to March 1, 2012.

On November 14, 2011, Trustees approved Resolution No. 1112-25, Establishing Criteria for Adjusting Trustee Area Boundaries which put in place the following criteria for adjusting Trustee area boundaries:

1. Each Trustee area shall contain a nearly equal number of inhabitants.
2. Trustee area borders shall be drawn in a manner that complies with the Federal Voting Rights Act.
3. Trustee areas shall consist of contiguous territory in as compact a form as possible.
4. Trustee area borders shall respect communities of interest as much as possible.
5. Trustee area borders shall follow visible natural and man-made geographical and topographical features as much as possible.
6. Trustee area borders shall follow municipal boundaries as much as possible.
7. Trustee area borders shall take into consideration the location of schools.
8. Trustee areas known to be areas of higher-than-average population growth in the two to five years following this boundary line adjustment may be under populated within the population deviation amounts allowed by law.

At the Board meeting on December 12, 2011, Trustees held a public hearing, reviewed four draft redistricting plans, and provided direction to National Demographics Corporation (NDC) on the draft plans with instructions to make certain modifications to the draft plans for review and consideration at the Board meeting held January 9, 2012. Direction received from Trustees at the December 12, 2011, Board meeting is outlined below.

1. The Board decided to eliminate from further discussion NDC Draft Plan A (“Least Change”), Draft Plan C (“Elementary Attendance Areas”), and Draft Plan E (“Cities, High School Attendance Areas”).
2. The Board instructed NDC to use Draft Plan B and Draft Plan D as “templates” for two new plans and gave the additional directions:
 - City boundaries be respected, with special focus on cities that are unnecessarily divided or under-represented in the 2001 districts and also that attention be given to city “spheres of influence,” prospective annexations, and anticipated developments.
 - High school attendance areas be recognized in boundary design, some account be taken of feeder patterns, and care given to issues such as gang involvement in school areas.
 - Communities of interest to be defined to include concentrations of Hispanic population, new developments, and other self-identifying communities.
 - Natural and man-made boundaries be recognized.

On Monday, January 9, two revised plans (Draft Plan F and Draft Plan G) were presented and reviewed with Trustees. As a result of the conversation and feedback received from Trustees on January 9, with respect to Draft Plans F and G, NDC was instructed to work with Draft Plan G and further refine the plan to reflect the input/direction provided at the Board meeting. This direction included:

- Unify the City of Mission Viejo to the extent possible.
- Unify representation for the Ladera Ranch and future growth areas to the extent possible.
- Reexamine the relationship between Laguna Niguel, Dana Point, and surrounding areas with respect to the location of Dana Hills High School and the corresponding high school student attendance boundary.
- Reexamine the City of San Clemente and surrounding areas to better improve representation of the various communities of interest.

Using Draft Plan G as a base, and in consideration of the input provided by Trustees on January 9, NDC made revisions to the Draft Plan G which is being presented this evening.

CURRENT CONSIDERATIONS

National Demographics Corporation, has been working on revising Draft Plan G to reflect the direction received at the January 9 Board meeting and will review these options with Trustees at the Board meeting on January 25. The new draft plan will be posted on the District website on the Agenda & Supporting Documents 2011 page no later than Friday, January 20, when completed by National Demographics Corporation.

Included in the exhibit for Trustee review and consideration are the following:

1. Resolution 1112-25 – Resolution Establishing Criteria for Adjusting Trustee Area Boundaries
2. Redistricting Schedule – adopted November 14, 2011
3. Revised Draft Plans – Available January 20 under separate cover on the District website at:
http://capousd.ca.schoolloop.com/cms/page_view?d=x&piid=&vpid=1293638734307

Trustees are scheduled to take action on a final boundary plan at the Board meeting on Monday February 13, 2012. However, if Trustees are able to reach consensus on a plan this evening, they may take action to approve a plan for Trustee area boundary redistricting.

FINANCIAL IMPLICATIONS

Estimated financial implications associated with the Trustee area boundary redistricting process are estimated to be between \$60,000 and \$70,000. Election costs are in addition to this amount and are estimated to be between \$300,000 and \$364,000.

STAFF RECOMMENDATIONS

It is recommended the Board President recognize Joseph M. Farley, Superintendent, to present this item.

Following discussion, it is recommended the Board of Trustees either:

1. Finalize and approve a plan for the Trustee area boundary redistricting, or
2. Provide direction regarding any additional changes to the draft plan(s) for Trustee area boundary redistricting.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1112-25

**ESTABLISHING CRITERIA FOR
ADJUSTING TRUSTEE AREA BOUNDARIES**

WHEREAS, the Board of Trustees of the Capistrano Unified School District (“District”) was elected under an “at-large” or “from-trustee area” election system where Trustees were elected by voters of the entire District, but had to reside within the designated Trustee area boundaries; and

WHEREAS, the voters of the District adopted Measure H at an election on November 2, 2010; and

WHEREAS, Measure H alters the way Trustees of the District are elected to “by-trustee area” election where each Trustee must reside within the designated Trustee area boundary and is elected only by the voters in that Trustee areas; and

WHEREAS, pursuant to Measure H, the District now employs a “by-trustee area” election method and the next regularly scheduled Board of Trustees elections in November 2012 will be held using this election system; and

WHEREAS, Education Code section 5019.5 requires school districts employing “by-trustee area” election method to adjust the boundaries of Trustee areas following the decennial federal census; and

WHEREAS, the District has undertaken a study of its Trustee areas using 2010 federal census data in order to ensure compliance with state and federal voting law; and

WHEREAS, the Federal Voting Rights Act (42 U.S.C. §1973) prohibits the use of any voting qualification, or prerequisite to voting, or standard, practice, or procedure, in a manner which results in a denial or abridgement of the right of any citizen of the United States to vote on account of race or color; and

WHEREAS, federal law and the Equal Protection Clause require that each Trustee area be equal in population to ensure compliance with the “one person, one vote” rule; however, deviations (less than five percent [5%] greater than or less than the ideal, for a total of ten percent [10%] deviation) are presumptively constitutional under the Equal Protection Clause where required to meet an official criteria; and

WHEREAS, the Board of Trustees has instructed National Demographics Corporation, its demographer, and District staff to prepare maps using 2010 census data that adjust the Trustee areas to create Trustee areas as nearly equal as possible to ensure the lawfulness of the District’s election procedures but wishes to provide official criteria for any needed deviations.

BE IT RESOLVED the Board of Trustees of Capistrano Unified School District hereby adopts the following criteria to guide the establishment of Trustee areas for the Board of Trustees:

1. Each Trustee area shall contain a nearly equal number of inhabitants;
2. Trustee area borders shall be drawn in a manner that complies with the Federal Voting Rights Act;
3. Trustee areas shall consist of contiguous territory in as compact a form as possible;
4. Trustee area borders shall respect communities of interest as much as possible;
5. Trustee area borders shall follow visible natural and man-made geographical and topographical features as much as possible;
6. Trustee area borders shall follow municipal boundaries as much as possible;
7. Trustee area borders shall take into consideration the location of schools;
8. Trustee areas known to be areas of higher-than-average population growth in the two to five years following this boundary line adjustment may be underpopulated within the population deviation amounts allowed by law.

BE IT FURTHER RESOLVED the Superintendent or his designee shall be authorized to take any additional acts needed to effectuate the purpose and intent of this Resolution.

AYES: (4)

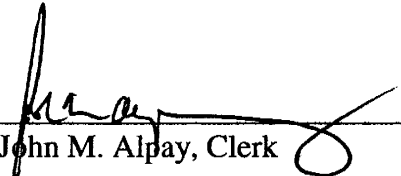
NOES (2)

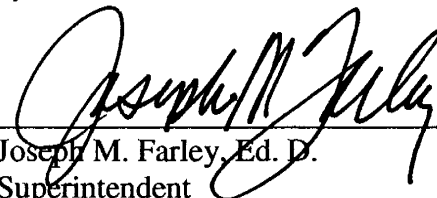
ABSENT (1)

ABSTAIN (0)

I, Joseph M. Farley, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting thereof on the 14th day of November, 2011, by a roll call vote of said Board.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 14th day of November, 2011.


John M. Alpay, Clerk


Joseph M. Farley, Ed. D.
Superintendent
Secretary of the Board of Trustees

Capistrano Unified School District
Redistricting Schedule
Adopted November 14, 2011

Completion Deadline: March 1, 2012

Option 1: Basic Process				
Meeting Date	Agenda Packets go out	Materials to Staff	Deliverables	Action Items
14-Nov-11	7-Nov-11	1-Nov-11	Criteria Resolution Demographics of existing trustee areas Introduction to process & rules Presentation on schedule options	Adopt criteria resolution Provide direction on schedule
12-Dec-11	5-Dec-11	28-Nov-11	Draft Plans	Public Hearing on Draft Plans Direction to NDC for possible revisions
9-Jan-12	2-Jan-12	12-Dec-11	Revised Draft Plan(s)	Review plans and provide direction on any desired plan revisions; OR give direction on plan to be prepared for final adoption
25-Jan-12	18-Jan-12	11-Jan-12	Revised Plan OR materials for final adoption	Final Adoption - OR - Board selects preferred plan for formal adoption at next meeting
13-Feb-12	6-Feb-12	31-Jan-12	materials for final adoption	Final Adoption (if needed)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 25, 2012

**PRESENTATION AND RECEIPT OF THE
ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2011**

BACKGROUND INFORMATION

State law requires that each school district in California have an annual audit conducted by a state-certificated independent auditor. The audit is conducted according to generally accepted auditing standards, specific guidelines, and procedures set by the State Controller's office. This audit, when completed, is to be presented to Trustees at a public meeting.

Under state law, annual fiscal audits are neither accepted nor rejected by a Board, but merely received by the district. For record keeping purposes, the Board of Trustees has annually adopted a motion indicating recognition of receipt of the annual audit report.

CURRENT CONSIDERATION

This agenda item pertains to the presentation of the 2010-2011 fiscal year Annual Financial Report to the Board of Trustees. The Annual Financial Report for the fiscal year ending June 30, 2011, was completed by the firm Vavrinek, Trine, Day & Co, LLP, Certified Public Accountants.

The audit firm is required to make any recommendations regarding state and federal compliance issues as well as items that are appropriate for improving the fiscal or internal controls of the District. The 2010-2011 fiscal year Annual Financial Report contained one finding regarding the District's compliance related to the participation and attendance recording in the After School Program. Further detail regarding the finding, recommendation, and the District's response can be found on pages 89 and 90 of the audit report. This particular finding is a carryover of the same finding from the previous fiscal year.

The auditor also provides a letter to District management that presents items observed during the audit process where improvements could be made to internal controls and operational efficiencies. The letter, found on pages 93 and 94 of the audit report, lists observations found in the area of Associated Student Body accounts. Business Services and Education Services staff members, as appropriate, are working with school sites and relevant District departments to assure that improvements are made.

The Annual Financial Report for Fiscal Year ending June 30, 2011, is posted on the District website on the Agenda & Supporting Documents 2011 page at the following link:

http://capousd.ca.schoolloop.com/cms/page_view?d=x&piid=&vpid=1293638734307

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATIONS

It is recommended the Board President recognize Robyn Phillips, Interim Deputy Superintendent, Business and Support Services, who will introduce a partner from the audit firm Vavrinek, Trine, Day & Co., LLP to present a summary of the audit report.

Following discussion, it is recommended the Board of Trustees receive the Annual Financial Report for the District for the fiscal year ending June 30, 2011.

CHARITABLE CONTRIBUTIONS - SOLICITING FROM SCHOOL DISTRICT PERSONNEL

~~Campaigns for Funds for Charitable Work~~

~~The District authorizes one solicitation per year among the employees at work. That solicitation is conducted by the United Way of Orange County.~~

~~Campaigns for Clothing, Paper and Other Used Commodities~~

Charitable organizations may solicit District employees for funds or donations upon approval by the Superintendent or designee. No employee is obligated or expected to participate in any such solicitation. Any contributions shall be voluntary.

Campaigns of this nature may be extended to include students, if a school(s) so desires. Each such campaign must have specific approval of the Superintendent or designee.

Policy
adopted: October 2, 1995

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
JANUARY 9, 2012
EDUCATION CENTER – BOARD ROOM

President Pritchard called the meeting to order at 5:30 p.m. The Board recessed to closed session to: discuss Public Employee Appointment/Employment; discuss Student Expulsions; confer with Legal Counsel regarding Existing Litigation; and discuss CSEA/CUEA/CUMA/Teamsters negotiations.

Trustee Bryson arrived in closed session at 5:35 p.m.

Closed session recessed at 6:14 p.m.

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

The Pledge of Allegiance was led by Trustee Bryson.

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

Absent: Trustee Brick and Student Advisor Ryan Pallas

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

Permanent Record

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

Adoption of the Board Agenda

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

NOES: None

ABSENT: Trustee Brick and Student Advisor Ryan Pallas

ABSTAIN: None

President Pritchard reported the following action taken during closed session:

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

Agenda Item #3 A– Conference with Real Property Negotiators:

This item was pulled from the agenda on January 6.

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

The Board gave direction to staff.

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

The Board voted 6-0 to approve the appointment of Luci Coppola, Program Specialist.

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

NOES: None

ABSENT: Trustee Brick

ABSTAIN: None

Agenda Item #3 C1–C4 – Student Expulsions:

The Board voted 6-0 to expel the following students by stipulated agreement: Case #2012-014, #2012-016, #2012-017, and #2012-018.

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

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

Case No. 10-55559 and 10-56243 D.C. No. 2:06-cv-3049 ABC (JCx)

The Board gave direction to staff.

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

Student Body President Kyle Murphy from San Clemente High School presented a report on activities taking place at the high school.

Student Body Report

Trustee Bryson congratulated the new CUCPTSA Legislation Team and stated she was impressed with their plan.

Board and Superintendent Comments

Superintendent Farley pointed out the photographs mounted in the Board room of Ambuehl Elementary School kindergarten students paired with San Juan Hills High School seniors taken by San Juan Hills High School advanced digital photography students. Dr. Farley added the on-going photo project is a reminder that the District is about kids.

President Pritchard mentioned this was the last Board meeting for Deputy Superintendent Ron Lebs as he has taken a new position at another school district. President Pritchard thanked Mr. Lebs, on behalf of the Board, for his service to the District.

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

Oral Communications

The following speaker addressed the Board:

- *Trish Kelley, Mission Viejo City Council Member, addressed the Board in regards to the redistricting of Trustee boundary areas and asked to be notified of future District budget workshops.*

PUBLIC HEARING

President Pritchard announced the Public Hearing open at 7:15 p.m. regarding Oxford Preparatory Academy Charter School's material revision request.

**Public Hearing:
OPA Material
Revision Request
Agenda Item 1**

Due to the number of requests to address the Board on this item, it was moved by Trustee Alpay, seconded by Trustee Hatton, and motion carried by a 6-0 vote to suspend the maximum time requirement of 20 minutes for speakers, reduce each speaker's time to 2 minutes, and allow all speakers to address the Board.

The following speakers addressed the Board:

- *Shelby Barone, Patrick Mallon, Valinda Accetta, Debbie Lackie, Linda Shepard, Mark Alcaca, Mike Nemec, Carter Johnson, and Lisa Middleton spoke in opposition of Oxford Preparatory Academy Charter School's material revision request.*
- *Ryan Belkin, Frank Camilleri, Robert Reidel, Sue Roche, and Mary Salgado spoke in support of approving the Oxford Preparatory Academy Charter School's material revision request.*
- *Jim Reynen appealed to all sides to work in harmony for the kids regardless of the outcome of this issue.*

President Pritchard declared the Public Hearing closed at 7:48 p.m.

It was moved by Trustee Alpay, seconded by Trustee Pritchard, and motion carried by a 6-0 vote to take a five-minute break. President Pritchard called the meeting back to order at 7:55 p.m.

Recess

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

President Pritchard announced the Public Hearing open at 7:55 p.m. regarding the approval of the Romero Bill/Open Enrollment Act Waiver Request. There being no speakers to address the Board, President Pritchard declared the Public Hearing closed at 7:56 p.m.

**Public Hearing:
Romero Bill/Open
Enrollment Act
Waiver Request
Agenda Item 2**

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried by a 6-0 vote to approve the General Waiver Request to waive Education Code §48352, excluding Crown Valley Elementary School from the 2012-2013 list of low-achieving schools.

**Romero Bill/Open
Enrollment Act
Waiver Request
Agenda Item 3**

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

President Pritchard announced the Public Hearing open at 7:57 p.m. regarding the approval of the draft plans for Trustee area boundary redistricting.

**Public Hearing:
Draft Plans for
Trustee Area
Boundary
Redistricting
Agenda Item 4**

The following speaker addressed the Board:

- *Martha McNicholas stated the District does not have perfectly nested feeder patterns so splits of Trustee areas will happen. Ms. Nicolas asked Trustees not to let that stop them from approving one of the proposals. Ms. McNicholas requested the small section of Laguna Niguel, where it meets Mission Viejo, become a solid boundary.*

President Pritchard declared the Public Hearing closed at 8:01 p.m.

Deputy Superintendent Ron Lebs introduced Dr. Alan Heslop and Dave Meyer of National Demographics Corporation (NDC) who provided a PowerPoint presentation. Dr. Heslop explained NDC had taken the direction Trustees provided the firm at the December 12, 2011, Board meeting and drafted two new plans. Dr. Heslop reviewed each Trustee area in Plans F and G. Dr. Heslop stated the purpose of the presentation is for input and direction from the Board for the development of another plan to present at the January 25 Board meeting.

**Draft Plans for
Trustee Area
Boundary
Redistricting
Agenda Item 5**

Following discussion, comments, and suggestions, Trustees agreed Plan G was the better of the two plans. NCD was directed to draft another plan using Plan G but taking into consideration a better solution for Mission Viejo, explore better options to represent Laguna Niguel and San Clemente, and unify representation for the Ladera Ranch area.

DISCUSSION/ACTION

It was moved by Trustee Hatton, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to approve the Memorandum of Understanding with the United States Fish and Wildlife Service and San Diego State University.

**MOU with Various
Agencies for the
C²SEA STEM
Project
Agenda Item 6**

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

Deputy Superintendent Ron Lebs stated Tax and Revenue Anticipation Notes (TRANs) are short-term debt instruments issued by a school district to meet cash flow needs. The TRANs will be issued to help balance cash flow needs across fiscal years 2011-2012 and 2012-2013. The District needs additional cash flow because of timing gaps between receipt of revenues and the expenditure of general fund monies. Borrowing will allow the District to fund this current year shortfall and repay the note with 2011-2012 state deferral payments to be received in 2012-2013. By approving Resolution No. 1112-28, the District will have the opportunity to participate in the California School Cash Reserve Program and issue a TRAN to meet cash flow needs at the end of the 2011-2012 fiscal year. Adoption of the resolution does not obligate the District to participate in the program and there are no costs to the District if a TRAN isn't issued. The resolution delegates to the administration the authority to decide on participation based upon the parameters set forth in the resolution. Mr. Lebs stated the amount in the resolution needed to be increased from \$25 million to \$30 million based on new calculations from staff.

**TRANS
Agenda Item 7**

Trustees Palazzo and Addonizio stated they could not approve borrowing an additional \$30 million. Both Trustees read prepared statements regarding the reasons for their decision to vote no on this resolution. Trustee Addonizio moved the Board continue the application for borrowing until a full analysis of the District finances is conducted.

Following discussion, Trustee Alpay requested Trustee Addonizio restate her motion. It was moved by Trustee Addonizio, seconded by Trustee Palazzo, and motion failed by a 2-4 vote to continue the application for borrowing until a full analysis of the District finances is conducted.

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

It was moved by Trustee Alpay, seconded by Trustee Hatton, and motion carried by a 4-2 vote to approve Resolution No. 1112-28, authorizing the borrowing of funds for fiscal year 2011-2012 and the issuance and sale of 2011-2012 Tax and Revenue Anticipation Notes therefore and participation in the California School Cash Reserve program and requesting the Board of Supervisors of the County to issue and sell said series of notes and modify the resolution from \$25 million to \$30 million.

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

Dr. Farley stated the Board meeting scheduled for Monday, November 12 has been designated as the Veterans Day holiday for the District and the meeting scheduled for December 17 is not early enough to meet the timeline for budgetary items.

**Revised 2012
School Board
Meeting Schedule
Agenda Item 8**

Following discussion, it was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried by a 6-0 vote to approve one Board meeting in November to be held on Wednesday, November 14 and one Board meeting in December on Monday, December 10. Staff was also directed to research if either of the new dates presents a problem to staying within the November election requirements for seating newly elected Trustees.

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

Deputy Superintendent Ron Lebs stated there was nothing new to report this month.

**Division of State
Architect Update
Agenda Item 9**

President Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 17 and 18 were pulled.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

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

Minutes of the November 30, 2011, regular Board meeting and December 12, 2011, regular Board meeting.

**Minutes
Agenda Item 10**

Agreement FCI-SD-04 by and between Children and Families Commission of Orange County and Capistrano Unified School District.

**Children and
Families
Commission of
Orange County
Agreement
Agenda Item 11**

Proposed Extended School Year schedule.

**Extended School
Year Proposal
Agenda Item 12**

Purchase orders, warrants, and previously Board approved bids and contracts as listed.	Purchase Orders/Warrants Agenda Item 13
Donation of funds and equipment.	Donations Agenda Item 14
Ratification of special education Informal Dispute Resolution agreements.	Informal Dispute Resolution Agreements Agenda Item 15
Ratification of special education settlement agreements.	Special Education Settlement Agreements Agenda Item 16
AON Global Risk Consulting to provide an evaluation of the third party Workers' Compensation services the District receives from CorVel Enterprise Comp, Incorporated.	Consulting Agreement Agenda Item 19
Award of RFQ No. 8-1011, Financial Advisory Services to Fieldman Rolapp & Associates and Government Financial Services.	Financial Advisory Services Agenda Item 20
Amendment/extension of listing agreement with Grubb & Ellis Company	Amendment/ Extension of Listing Agreement Agenda Item 21
Resignations, retirements, and employment of classified personnel.	Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 22
Resignations, retirements, and employment of certificated personnel.	Resignations/ Retirements/ Employment (Certificated Personnel) Agenda Item 23
Employment contract on an interim basis to provide services during the duration of the recruitment process for an Executive Director, Personnel Services, and Director, Personnel Services.	Employee Contract Agenda Item 24
Employment contract on an interim, part-time basis, to provide fiscal and budget-related services during the recruitment, selection, and appointment process for a Deputy Superintendent, Business and Support Services.	Employee Contract Agenda Item 25
Employment contract on an interim, part-time basis, to provide business, maintenance, operations, and support services during the recruitment, selection, and appointment process for a Deputy Superintendent, Business and Support Services.	Employee Contract Agenda Item 26

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

Trustee Palazzo stated she could not approve a \$50,000 expense from the general fund for a mediator and problem solving consulting position at this time due to the budgetary crisis and would be voting no on this item. Dr. Farley explained the consultant was being hired to assist with the Barcelona Hills Elementary School and Oxford Preparatory Academy Charter School mediation to get them through the remainder of the school year. Dr. Farley stated the \$50,000 fee was an estimate and it is unlikely it would reach that amount. Trustee Alpay asked Dr. Farley to project what amount he thought would be sufficient for these services. Dr. Farley responded \$20,000.

**Independent
Contractor
Agreement
Agenda Item 17**

Following discussion it was moved by Trustee Alpay, seconded by Trustee Hatton, and motion carried by a 4-2 vote to approve an independent contractor agreement with Sheri B. Loewenstein to provide mediation and problem-solving services for Capistrano Unified School District with a \$20,000 cap on the fee.

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

Trustee Palazzo asked staff to explain why this item is agendized for Trustee approval after the training occurred. Director Amy Bryant explained staff booked the speaker and scheduled the training for District principals for January 9 on the assumption the contract approved for Quantum Learning Network earlier this year was good for one year. Staff later learned the contract had expired after scheduling the training; therefore staff was late in submitting the request. Dr. Bryant apologized for the oversight on staff's part.

**Independent
Contractor
Agreement
Agenda Item 18**

It was moved by Trustee Palazzo, seconded by Trustee Hatton, and motion carried by a 6-0 vote to approve an independent contractor agreement with Quantum Learning Network to provide staff development training for District Administrators.

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

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

Adjournment

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

President Pritchard announced the meeting adjourned at 9:53 p.m.

Board Clerk

Secretary, Board of Trustees

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Aliso Niguel High School PTSA	\$694.99	purchase iPad nanos	Aliso Niguel High School
Medtronic Foundation	\$100.00	a cash donation	Bathgate Elementary School
Canyon Vista Elementary School PTA	\$1,055.00	5th grade field trip	Canyon Vista Elementary School
Canyon Vista Elementary School PTA	\$1,152.50	5th grade field trip	Canyon Vista Elementary School
Crown Valley Science Camp Foundation	\$7,459.68	science camp	Crown Valley Elementary School
Don Juan Avila Elementary School PTA	\$472.01	emergency supplies	Don Juan Avila Elementary School
George White Elementary School Booster Club	\$20,046.34	computers for classrooms	George White Elementary School
Hidden Hills Elementary School PTA	\$2,195.82	Accelerated Reading Program	Hidden Hills Elementary School
CUSD Foundation	\$596.30	instructional supplies	John S. Malcom Elementary School
Ladera Ranch Middle School PTA	\$335.19	technology	Ladera Ranch Middle School
Ladera Ranch Middle School PTA	\$440.18	computer for health office	Ladera Ranch Middle School
Ladera Ranch Middle School PTA	\$720.00	iPad for instructor	Ladera Ranch Middle School
Ladera Ranch Middle School PTA	\$3,844.62	School Loop	Ladera Ranch Middle School
Coca-Cola	\$96.46	vending commission	Las Flores Middle School
Las Flores Middle School PTA	\$3,590.22	grant for School Loop	Las Flores Middle School
Mrs. Monique M. Hemingway	\$100.00	a cash donation	Las Palmas Learning Link
Marblehead Elementary School PTA	\$100.00	3rd grade field trip	Marblehead Elementary School
Marblehead Elementary School PTA	\$330.00	3rd grade field trip	Marblehead Elementary School
Marblehead Elementary School PTA	\$4,391.30	purchase five Dell computers	Marblehead Elementary School
Marblehead Elementary School PTA	\$5,500.00	donation for computer aide	Marblehead Elementary School
CARE Foundation, Incorporated	\$165.00	a cash donation	Marco Forster Middle School
CARE Foundation, Incorporated	\$105.00	school supplies	Marian Bergeson Elementary School
Mr. and Mrs. James Bradshaw	\$300.00	Fine Arts teaching supplies	Newhart Middle School
CARE Foundation, Incorporated	\$135.00	supplies	Niguel Hills Middle School
Oak Grove Elementary School PTA	\$6,828.00	MIND Music consultant	Oak Grove Elementary School
IBM	\$1,000.00	instructional supplies	Oso Grande Elementary School
R. H. Dana Elementary School PTA	\$1,200.00	office supplies	R. H. Dana Elementary School
CARE Foundation, Incorporated	\$300.00	materials and supplies	San Juan Elementary School
Lina G. Perez	\$100.00	school materials	San Juan Elementary School
Ms. Margaret Rettle	\$100.00	a cash donation	San Juan Learning Link
Truman Benedict Elementary School PTA	\$465.00	replacement lamps for projector	Truman Benedict Elementary School
Lorna and Sef Kurstjens	\$600.00	5th grade science camp scholarship	Vista del Mar Elementary School
CARE Foundation, Inc.	\$210.00	a cash donation	Wagon Wheel Elementary School
Wagon Wheel Elementary School PTA	\$5,000.00	Instructional Asst. Joan Jones	Wagon Wheel Elementary School
Wagon Wheel Elementary School PTA	\$7,500.00	Kindergarten Music Program	Wagon Wheel Elementary School
Tustin Nissan Auto Center	\$150.00	School Supplies	Wood Canyon Elementary School



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Providence Speech & Hearing Center hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Auditory processing development evaluations for CUSD students.

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

CONTRACTOR'S NAME: Providence Speech & Hearing Center **CONTRACT No.** I1112103

3. Compensation: DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule.

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

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

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

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

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

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

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

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

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

CONTRACTOR'S NAME: Providence Speech & Hearing Center CONTRACT No. 11112103

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:

Providence Speech & Hearing Center
1301 Providence Ave.
Orange, CA 92868

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: Providence Speech & Hearing Center CONTRACT No. 11112103

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 26th DAY OF January, 2012.

Capistrano Unified School District

Name of District

Providence Speech & Hearing Center

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

Title

January 25, 2012

Board Approval Date

Taxpayer Identification Number

Initials/Date BH 12/16/11

EXTENSION OF AGREEMENT NO. C0910107

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BERGMAN & DACEY, INC.

Consultant Agreement No. C0910107 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Bergman & Dacey, Inc., shall be extended an additional twelve (12) months for the period January 1, 2012, through December 31, 2012, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Bergman & Dacey, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXTENSION OF AGREEMENT NO. C0910107

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BERGMAN & DACEY, INC.

Consultant Agreement No. C0910107 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Bergman & Dacey, Inc., shall be extended an additional twelve (12) months for the period January 1, 2012, through December 31, 2012, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Bergman & Dacey, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A
FEE SCHEDULE

PROVIDENCE SPEECH AND HEARING CENTER

Pricing effective school year 2011-2012

SCHOOL DIS CODES	DESCRIPTION	CHARGE
53	Pediatric Audiological Evaluation(0-7 years)	\$300.00
53	Audiological Evaluation	\$285.00
53	Auditory Brainstem Response	\$445.00
53	Central Auditory Processing, Comprehensive	\$1,750.00 **
53	Otoacoustic Emissions, Extended	\$120.00
53	Other audiology service	\$135/hr
53	Audio Consult Brief	\$135/hr
50	Speech & Language Evaluation	\$135/hr
50	Other speech services	\$300.00
50	Speech Therapy	\$135/hr
50	Jumpstart or Speech group Therapy, per hour	\$150/ 1 hr session
57	OT Evaluation	\$95/ 1/2 hr session
57	OT Therapy	\$55 / 1hr
50, 53, 57	**IEP/IFSP Out of Center Meeting	150.00
	(**IEP change is inclusive of all preparation time which includes any meetings or litigations, preparation of special documentation and "out of the ordinary" phone calls.)	\$
50, 53, 57	**IEP/IFSP Cancellation without a 48 hour notice	\$135 / 1hr
50, 53, 57	Out of Center contact time and travel Audio, Speech, OT	\$135 / 1hr
**The following appointments are required for Comprehensive APD Appointment:		
	1) Documentation Review by Audiologist 1/2 hour	
	2) Documentation Review by Speech Pathologist 1 hour	
	3) Initial APD appointment (includes Audiological Evaluation)	
	4) Speech and Language Evaluation	
	5) Final APD appointment	

By: _____

Date: _____

Exhibit B
SERVICE/PROGRAM MONITORING

Consultant shall allow periodic monitoring of the pupil's instructional program or therapy by DISTRICT and shall be invited to participate in the review of the pupil's progress by the DISTRICT. Representatives of DISTRICT shall have access to observe the pupil at work, to monitor the instructional setting, to interview CONSULTANT, and to review the pupil's progress. CONSULTANT agrees that DISTRICT representatives may make unannounced monitoring visits upon presentation of identification at site office.

By: _____ Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Dr. David G. Kirschen 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:** Vision assessments to CUSD
students as requested by District to determine eligibility to receive services.

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

CONTRACTOR'S NAME: Dr. David G. Kirschen

CONTRACT No. I1112100

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:

Dr. David G. Kirschen
428 S. Brea Blvd.
Brea, CA 92821

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: Dr. David G. Kirschen CONTRACT No. 11112100

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 26th DAY OF January, 2012.

Capistrano Unified School District
Name of District

Dr. David G. Kirschen
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

David G. Kirschen
Typed or Printed Name

Director, Purchasing
Title

Title

January 25, 2012

Board Approval Date

Initials/Date BH 12/12/11

Taxpayer Identification Number

EXHIBIT A

FEE SCHEDULE

Dr. David G. Kirschen
428 s. Brea Blvd
Brea, CA 92821
(714)529-2470

\$325.00 per evaluation

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: _____



PBS SoCal / KOCE-TV FOUNDATION
3080 Bristol Street, Suite 400, Costa Mesa, CA 92626 ♦ 714-241-4100

2011-2012

**AGREEMENT
FOR**

TELEVISION BROADCASTING AND CONSULTING SERVICES

THIS AGREEMENT is made and entered into by and between The **KOCE-TV FOUNDATION**, on behalf of **PBS SoCal Education**, 3080 Bristol Street, Suite 400, Costa Mesa, California 92626 and Aliso Viejo Middle School ("Client"), 111 Park Avenue, Aliso Viejo, California 92656.

IN CONSIDERATION OF the mutual promises and covenants contained herein, PBS SoCal Education and client agree as follows:

1. Purpose of Agreement: This Agreement is to provide teachers of Client with instructional television materials and training on the effective use of television and Discovery Streaming for instruction in the classroom.
2. Unit of Membership: Any school or school district, or educational agency within the PBS SoCal primary reception area is eligible for PBS SoCal Education membership and services; In addition, any school, school district, or educational agency capable of receiving PBS SoCal's broadcast signal via cable television is likewise eligible.
3. PBS SoCal Education Advisory Board: Membership in PBS SoCal Education shall entitle the Client to representation on the PBS SoCal Education Advisory Board. The PBS SoCal Education Advisory Board shall act in an advisory capacity to the KOCE-TV FOUNDATION in the selection of programs to be aired on PBS SoCal and in the approval of relevant financial decisions.
4. Television Consulting Services: PBS SoCal Education shall provide Client with training resources for its teachers on the subject of effective use of television and Discovery Streaming in the classroom. Such training resources include but are not limited to teacher guides and instructional materials.
5. Broadcast of Instructional Television Programming: PBS SoCal Education shall, within the broadcast limits specified below, use its best efforts to provide educational television such as: instructional television programs and recordings for 30 weeks during the school year, September through June.

6. Discovery Streaming: PBS SoCal Education shall provide Client with *Discovery Education Streaming* for use in the classroom.
7. Grant of License to Record Series: PBS SoCal Education grants to Client, subject to the limitations set forth below and in the instructional television broadcast schedules, the right to record from broadcast by PBS SoCal all series used by Client ("Recordings").
8. Limitations on License to Record Series: Client may use the Recordings at any time only for purposes of in-class instruction. Client shall cause all Recordings to be erased at the end of the school year that coincides with the term of this Agreement; provided, however, that Client need not erase all Recordings if this agreement is renewed but shall erase only those Recordings not included on the PBS SoCal webpage during the school year subsequent to the terms of this Agreement. Client shall assume all liability for violation of copyright due to any failure to comply with these limitations. Any exceptions to any limitation set forth in this paragraph shall be void and of no effect unless granted by prior written approval by PBS SoCal Education.
9. Additional Usage of Recordings: Client may transmit Recordings via in-house cable systems, provided that all users receiving such materials are PBS SoCal Education clients. Client may also use PBS SoCal Education recordings for re-programming on a community cable television channel or channels dedicated to Client's use provided the following conditions are met: 1) Client assumes responsibility for recording and scheduling PBS SoCal Education programs; 2) Said programming must occur only on regular days of instruction from 9:00 A.M. to 3:00 P.M. and exclusively for the purposes of instruction; 3) Copyright restrictions must be adhered to as outlined on the PBS SoCal Education webpage; 4) Depending on individual program rights, some programs may be limited to cable transmission simultaneous to broadcast and 5) Such activity must have the written approval of the PBS SoCal Director of Educational Services.
10. Broadcast Limits: Client acknowledges and agrees that PBS SoCal, Channel 50, holds final authority and responsibility for all station broadcasts. No liability shall attach under this Agreement because of any scheduling or rescheduling by PBS SoCal Education of educational television programs. All scheduling or rescheduling of PBS SoCal Education broadcasts including educational television programs shall be as approved by the Educational department of PBS SoCal.
11. Liability Insurance: PBS SoCal Education shall obtain and maintain a policy of liability insurance against liability or claims of liability resulting from acts or omissions to act by PBS SoCal Education, its agents, or employees, in connection with the performance of this Agreement. Client shall obtain and maintain a policy of liability insurance against liability resulting from the acts or omissions to act by Client, its agents, or employees, in connection with the performance of this Agreement. The minimum acceptable amount of any such policy shall be one million dollars.
12. Ownership of Instructional Television Programs: All instructional television programs, and teacher guides and Instructional Materials are and shall remain the property of PBS SoCal Education. PBS SoCal Education shall negotiate all lease agreements for educational

television programs, which will remain the property of the educational television program distributor. PBS SoCal Education shall assume responsibility for obtaining all necessary licenses to use copyrighted material incorporated in Instructional Television Programs, Recordings, Teacher Guides and Instructional Materials. Client shall assume all responsibility for the use of such copyrighted materials. Rights to retain PBS SoCal Education licensed programs on videotape, computer hard drives; or other storage media shall terminate upon non-renewal of this Agreement.

13. Termination: If either client or PBS SoCal Education defaults in the performance of any of the terms of this Agreement, it shall have ten (10) days after service of written notice of such default by the other party in which to cure such default. In the event the party receiving such notice fails to cure the default within such period of time, the party serving the notice at its option may terminate this Agreement without further notice.
14. Notice: Any notices required or permitted here under shall be given in writing to the appropriate party at the address specified below. Notice shall be deemed given upon personal delivery of written notice; or when written notice is sent by certified or registered mail. The notices should be sent as follows:

To PBS SoCal: **KOCE-TV Foundation**
 c/o PBS SoCal Education
 3080 Bristol Street
 Suite 400
 Costa Mesa, CA 92626
 Attention: Ed Miskevich, Station Manager

To CLIENT: Aliso Viejo Middle School
 111 Park Avenue
 Aliso Viejo, CA 92656

15. Term of Agreement: The term of this Agreement shall begin when signed by Client, received by PBS SoCal Education, and approved by the governing board of Client and the KOCE-TV Foundation Board, and expires on August 31, 2012. The period in which PBS SoCal shall provide television broadcasting and consulting services here under is September 1, 2011 to June 3, 2012. The period in which PBS SoCal Education shall provide online video streaming will be September 1, 2011 to August 31, 2012.
16. Fees: In consideration of the obligations performed here under by PBS SoCal Education, client shall pay PBS SoCal Education a fee of \$1.10 per student. The total dollar amount of this Agreement shall not exceed \$1,194.60. The total number of students is 1,084.
17. Indemnity: PBS SoCal Education to the extent permitted by law shall defend, indemnify and hold harmless Client and its members, trustees, officers, employees, instructors, agents and representatives free and harmless from any claim, liability, loss, and expense, including reasonable attorney fees and court costs, which may arise because of the breach of this Agreement by PBS SoCal Education, negligence, misconduct or other fault of PBS SoCal Education and its employees, instructors, agents and representatives in the performance of its obligations under this Agreement including the violation of any copyrighted material provided

to PBS SoCal Education by client.

18. Limitation of Liability: Notwithstanding anything to the contrary with the exception of Client's duty to indemnify PBS SoCal Education as provided in paragraph 17, to the extent allowed by law neither party shall be liable to the other party for any special, indirect, consequential, or incidental damages (including without limitation, lost revenues, anticipated revenues or profits relating to the same) arising from any claim relating directly or indirectly to the Agreement whether a claim for such damages is based on warranty, contract, tort (including without limitation negligence or strict liability) even if the parties are advised of the likelihood or possibility of same.
19. Remittance: Remittance of fees shall be made as follows: One payment of total fee not to exceed \$1,194.60.
20. This agreement and Exhibit A attached hereto constitute the entire agreement among parties to it and supersedes any prior or contemporaneous understanding or agreement and may be amended only by a written amendment executed by both parties to the agreement.
21. Governing Law
The terms and conditions of this agreement shall be governed by the laws of the State of California with venue in Orange County, California.

Consultant

PBS SoCal/KOCE-TV Foundation

By: _____

Signature

Name Ed Miskevich

Title Station Manager

Date 11/27/11

School

Aliso Viejo Middle School

By: _____

Signature

Name _____

Title _____

Date _____

***PLEASE NOTE:**

Send back Agreement with original signatures to:

Dawn Ariza
Controller
c/o PBS SoCal
P.O. Box 25113
Santa Ana, CA 92733

Retain a copy for your files. After receiving this Agreement, PBS SoCal Education will invoice client through their fiscal agent.

AMENDMENT TO SCHOOL BUS SERVICE AGREEMENT NO. I09100045

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SANTA MARGARITA CATHOLIC HIGH SCHOOL

The original School Bus Service Agreement between Capistrano Unified School District and Santa Margarita Catholic High School, called for the District to provide maintenance and training services. Santa Margarita Catholic High School is in need of bus rental services provided by the District on an as needed basis.

Article 19.0 LEASE/RENTAL OF BUS shall be added to the Agreement.

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

Capistrano Unified School District

**Santa Margarita Catholic High
School**

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

19.0 LEASE/RENTAL OF BUS

I.

WITNESS: The District may lease to SMCHS the following described motor vehicle:

District owned school bus, on an as needed basis, at \$200.00 per day, plus fuel.

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

II.

SMCHS agrees to the following:

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

III.

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

IV.

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

V.

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

VI.

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

VII.

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

This vehicle shall be housed at: _____

Agreement Number: I0910045

CAPISTRANO UNIFIED SCHOOL DISTRICT
SCHOOL BUS SERVICE AGREEMENT

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

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

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

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

WHEREAS, DISTRICT and SMCHS wish to enter into this AGREEMENT with the understanding that these services are being rendered secondary to services required by DISTRICT's schools and students and only if DISTRICT operations are not adversely impacted in any way;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SERVICES TO BE PROVIDED BY THE DISTRICT.

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

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

3 1.2 Provide routine inspection and servicing (i.e.
4 lubrication of chassis, changing oil, oil filters and air
5 filters) on the three (3) SMCHS school buses every 3,000 miles
6 or 45 calendar days, whichever occurs first, at \$105/hour
7 (inspection/servicing fees have a ½ hour minimum).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 15.0 NON WAIVER. The failure of DISTRICT or SMCHS to seek redress
7 for violation of, or to insist upon, the strict performance of any
8 term or condition of this AGREEMENT, shall not be deemed a waiver by
9 that party of such term or condition, or prevent a subsequent similar
10 act from again constituting a violation of such term or condition.

11 16.0 SEVERABILITY. If any term, condition or provision of this
12 AGREEMENT is held by a court of competent jurisdiction to be invalid,
13 void, or unenforceable, the remaining provisions will nevertheless
14 continue in full force and effect, and shall not be affected, impaired
15 or invalidated in any way.

16 17.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
17 shall be governed by the laws of the State of California with venue in
18 Orange County, California.

19 18.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
20 attached hereto constitute the entire agreement among the Parties to
21 it and supersedes any prior or contemporaneous understanding or
22 agreement with respect to the services contemplated, and may be
23 amended only by a written amendment executed by both Parties to the
24 AGREEMENT.
25

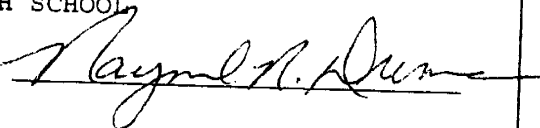
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IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT:
CAPISTRANO UNIFIED SCHOOL
DISTRICT

SMCHS:
SANTA MARGARITA CATHOLIC
HIGH SCHOOL

BY: 

BY: 

PRINT NAME: Mike Patton

PRINT NAME: Raymond R. Dunne

TITLE: Executive Director

TITLE: Principal

DATE: 7/2/09

DATE: 6-22-09

TAXPAYER ID#: 69-0933271

EXTENSION OF AGREEMENT NO. I0910045

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SANTA MARGARITA CATHOLIC HIGH SCHOOL

SCHOOL BUS SERVICE AGREEMENT

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

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

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

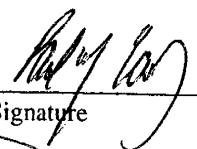
DISTRICT

~~CONSULTANT~~

Capistrano Unified School District

Santa Margarita Catholic High School

By: 
Signature

By: 
Signature

Terry Fluent

Paul M. Carey
Print Name

Director, Purchasing

President
Title

Date: 6/16/10

Date: 6-7-2010

EXTENSION OF AGREEMENT NO. I0910045

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SANTA MARGARITA CATHOLIC HIGH SCHOOL

SCHOOL BUS SERVICE AGREEMENT

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

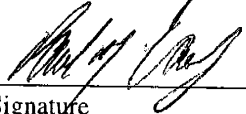
The contract with Santa Margarita Catholic High School shall be extended, covering the period June 8, 2011 through June 7, 2012. The hourly labor rate for vehicle maintenance shall be changed from \$105 an hour to \$90 an hour in article 1.2, article 1.3, article 1.4 and article 1.5

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

Capistrano Unified School District

Santa Margarita Catholic High School

By: 
Signature

By: 
Signature

Terry Fluent

Kelly Conley
Print Name

Director, Purchasing

President
Title

Date: 8/1/11

Date: 7/5/11

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2011 - 2012

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

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

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2011-2012

CONTRACT NUMBER:
77-76422-0117135

LEA: CAPISTRANO UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Clarinda Academy

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 Clarinda Academy (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed to LEA shall be addressed to:

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

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

9. MAINTENANCE OF RECORDS

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

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

14. **TERMINATION**

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

15. **INSURANCE**

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

19. CONFLICTS OF INTEREST

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

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

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

26. DATA REPORTING

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

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

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS.

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

30. POSITIVE BEHAVIOR INTERVENTIONS

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

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

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

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

33. SURROGATE PARENTS

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

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed

with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. COMPLAINT PROCEDURES

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

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

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

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the

procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

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

CONTRACTOR shall participate in the Special Education Self Review and/or District Validation Review. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract

compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Assessment Checklist submitted as specified in the LEA.

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

46. STAFF QUALIFICATIONS

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

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

48. STAFF ABSENCE

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

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

services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

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

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

60. INSPECTION AND AUDIT

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

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

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

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

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

61. Rate Schedule.

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

62. Clarinda Academy
NONPUBLIC SCHOOL

77-76422-0117135
CONTRACTOR NUMBER

2011-2012
CONTRACT YEAR

Per CDE Certification, total enrollment may not exceed Max 30 students per class

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>	\$125.00	day
Room & Board	\$6,694.00	Monthly

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

B. Related Services

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

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- (10) Nursing Services

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

**By credentialed Special Education Teacher.

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

CONTRACTOR,

Clarinda Academy

Nonpublic School

By:

Capistrano Unified School District

By:

Signature	Date
Charles Richardson, President, CYC Board of Directors	
Name and Title of Authorized Representative	

	Date
Robyn S. Phillips, Interim Deputy Superintendent, Business and Support Services	
Name and Title of Authorized Representative	

Notices to CONTRACTOR shall be addressed to:

Charles Richardson

Name

Clarinda Academy

Nonpublic School Provider

1820 North 16th Street

Address

City	State	Zip
Clarinda	IA	51632

Phone

(712) 542-2907

1 AGREEMENT NUMBER 37584

2 CAPISTRANO UNIFIED SCHOOL DISTRICT
3 NETWORK FOR A HEALTHY CALIFORNIA COALITION PROGRAM
4 SERVICE AGREEMENT

5 This AGREEMENT is hereby entered into this 1st day of October,
6 2011, by and between the Orange County Superintendent of Schools,
7 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter
8 referred to as SUPERINTENDENT, and Capistrano Unified School
9 District, 33122 Valle Road, San Juan Capistrano, California 92675,
10 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT
11 shall be collectively referred to as the Parties.

12 WITNESSETH:

13 WHEREAS, SUPERINTENDENT has entered into an AGREEMENT with
14 the State of California, dated October 1, 2011, hereinafter
15 referred to as STATE, which is administered by the California
16 Department of Public Health, hereinafter referred to as
17 ADMINISTRATOR, for the administration of the Network for a Healthy
18 California Coalition Program, hereinafter referred to as PROGRAM;
19 and

20 WHEREAS, the goal of the PROGRAM is to
21 promote healthy eating and a physically active lifestyle among low-
22 income Californians and the nutrition education intervention shall
23 target school districts whose students are enrolled in low-resource
24 schools with 50% or more of its students being eligible for free or
25 reduced-priced school meals; and

EXHIBIT 21

1 WHEREAS, SUPERINTENDENT solicited proposals from local school
2 districts for funding of Network for a Healthy California Coalition
3 Programs; and

4 WHEREAS, SUPERINTENDENT has awarded grants to local school
5 districts from those proposals submitted, and SUPERINTENDENT has
6 agreed to administer those grants for the operation of Network for
7 a Healthy California Coalition Program; and

8 NOW, THEREFORE, the Parties hereby agree as follows:

9 1.0 TERM. DISTRICT shall commence providing services under this
10 AGREEMENT on October 1, 2011, and will diligently perform as
11 required and complete performance by September 30, 2012, subject to
12 earlier termination as set forth in this AGREEMENT. DISTRICT shall
13 be obligated to perform such duties as would normally extend beyond
14 the term including, but not limited to, obligations with respect to
15 indemnification, audits, reporting, and accounting.

16 2.0 AGREEMENT DOCUMENTS. This AGREEMENT includes all PROGRAM
17 documents including DISTRICT'S Subcontractor's Scope of Work,
18 attached as Exhibit "A" and referenced herein, all exhibits,
19 SUPERINTENDENT'S contract with the State of California, dated
20 October 1, 2011, attached as Exhibit "B" and referenced herein, and
21 all modifications, addendums, and amendments thereto, which by this
22 reference are incorporated herein. All program services must adhere
23 to State guidelines as referenced in the following documents. These
24 documents may be updated periodically by the California Department
25 of Public Health as required by program directives. SUPERINTENDENT
shall provide the DISTRICT with copies of said documents and any

periodic updates thereto, under separate cover. The California Department of Public health may maintain on file all documents referenced herein and any subsequent updates.

1. Network Local Projects Network for a Healthy California Guidelines Manual and any revisions thereto. (Revision October 2011)

<http://www.chph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx>

2. Network for a Healthy California Program Letters and any revisions thereto.

<http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx>

3. United States Department of Agriculture State Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Guidance. (Revision Date FY 2012)

<http://www.nal.usda.gov/fns/Guidance/FY2012SNAP-EdGuidance.pdf>

What is called for by any one shall be binding as if called for by all.

3.0 SCOPE OF WORK. SUPERINTENDENT hereby engages DISTRICT as an independent contractor to perform those services identified in DISTRICT'S Subcontractor's Scope of Work as described in Section

2.0 AGREEMENT DOCUMENTS of this AGREEMENT. DISTRICT agrees to perform said services upon the terms and conditions hereinafter set forth.

4.0 BUDGET. Contract funds shall only be used for the purpose(s) described in Exhibit "A", DISTRICT'S Subcontractor's Scope of Work. Expenditures must also be in accordance with an approved budget, Exhibit "C", attached and referenced herein, as approved by

1 SUPERINTENDENT. DISTRICT'S budget may not be modified. Expenses
2 charged to this AGREEMENT shall not be incurred prior to the
3 effective date of this AGREEMENT or subsequent to the end of the
4 term of this AGREEMENT, unless written permission is granted by
5 SUPERINTENDENT.

6 5.0 ALLOCATION OF FUNDS.

7 A. SUPERINTENDENT agrees to pay DISTRICT a total maximum
8 obligation not to exceed Eighty-eight thousand five hundred
9 seventy-one dollars (\$88,571.00) or actual costs, whichever is
10 less, for services satisfactorily rendered pursuant to this
11 AGREEMENT, provided DISTRICT'S costs are actual allowable costs
12 incurred and paid by DISTRICT pursuant to this AGREEMENT and are
13 reimbursable pursuant to Federal statutes and regulations and under
14 all applicable terms of the California Department of Public Health.
15 DISTRICT understands and agrees that mileage shall be reimbursed at
16 the STATE rate. Reimbursement for travel and per diem expenses
17 under this AGREEMENT shall, unless otherwise specified in this
18 AGREEMENT, be at the rates currently in effect, as established by
19 the California Department of Personnel Administration (DPA), for
20 nonrepresented state employees as stipulated in SUPERINTENDENT'S
21 contract with the State of California, attached herein as Exhibit
22 "B", Travel Reimbursement Information, attached hereto as Exhibit
23 "D" and referenced herein. If the rates change during the term of
24 this AGREEMENT, the new rates shall apply upon their effective date
25 and no amendment to this AGREEMENTS shall be necessary. No travel
outside the State of California shall be reimbursed without prior

1 authorization from SUPERINTENDENT'S designee. Verbal authorization
2 should be confirmed in writing. Written authorization may be in a
3 form including fax or email confirmation.

4 B. DISTRICT understands and agrees that all funds allocated
5 for the contract period may not be carried over to the following
6 year. Payment to DISTRICT shall be made periodically, upon
7 performance of services, approval of SUPERINTENDENT or his designee
8 and receipt of an itemized invoice from DISTRICT. Payment shall be
9 mailed to: Capistrano Unified School District, 33122 Valle Road,
10 San Juan Capistrano, California 92675, or at such other place as
11 DISTRICT may designate in writing. Payment for services by
12 SUPERINTENDENT to DISTRICT shall be reimbursed at the following
13 rates and as described in the "Federal Share Budget," which is
14 attached as Exhibit "C" and referenced herein.

15 C. DISTRICT'S billings shall be on a form approved or supplied
16 by SUPERINTENDENT and provide such information as is required by
17 SUPERINTENDENT and is subject to final approval by SUPERINTENDENT
18 and the State of California, Department of Public Health. Due to
19 the STATE requirements, all fiscal reporting, billings and
20 supporting documentation and invoice(s), attached and referenced
21 herein as Exhibit "E", must be submitted to SUPERINTENDENT or its
22 designated representative on a quarterly basis and received by or
23 no later than the due dates as follows:

- 24 (1) Federal Share invoices shall be due no later than the
25 following dates:

- 1 a. Quarter 1 reporting period commencing October 1,
2 2011 and ending December 31, 2011 is due no later
3 than January 31, 2012.
- 4 b. Quarter 2 reporting period commencing January 1,
5 2012 and ending March 30, 2012 is due no later
6 than April 30, 2012.
- 7 c. Quarter 3 reporting period commencing April 1,
8 2012 and ending June 30, 2012 is due no later
9 than July 31, 2012.
- 10 d. Quarter 4 reporting period commencing July 1,
11 2012 and ending September 30, 2012 is due no
12 later than October 31, 2012.

13 **SUPERINTENDENT and STATE shall not be liable for any billings**
14 **received after the due dates described in this section.**

15 D. All billings to SUPERINTENDENT shall be supported, at
16 DISTRICT'S facility, by source documentation including, but not
17 limited to, ledgers, journals, time sheets, invoices, bank
18 statements, cancelled checks, receipts, receiving records, and
19 records of services provided.

20 E. SUPERINTENDENT may withhold or delay any payment should
21 DISTRICT fail to comply with any of the provisions set forth in
22 this AGREEMENT.

23 F. DISTRICT shall not claim reimbursement for services
24 provided beyond the expiration and/or termination of this
25 AGREEMENT, except as may otherwise be provided under this
AGREEMENT.

1 G. The obligation of SUPERINTENDENT under this AGREEMENT is
2 contingent upon the availability of funds furnished by the State of
3 California Department of Public Health and by the United States
4 Government. In the event that such funding is terminated or
5 reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S
6 fiscal obligations hereunder shall be limited to a pro-rated amount
7 of funding actually received by the SUPERINTENDENT under the grant.
8 SUPERINTENDENT shall provide DISTRICT written notification of such
9 termination. Notice shall be deemed given when received by the
10 DISTRICT or no later than three (3) days after the day of mailing,
11 whichever is sooner.

12 6.0 REPORTING REQUIREMENTS.

13 6.1 DISTRICT programmatic reporting shall be on a form
14 approved or supplied by SUPERINTENDENT and the State of California
15 Department of Public Health. Due to State requirements, all
16 Progress Reports, Activity Tracking Forms, and supporting
17 documentation must be submitted to SUPERINTENDENT or its designated
18 representative on a semi-annual basis and received no later than
19 the due dates as follows:

20 a) October 1, 2011 through March 30, 2012 reporting
21 period shall be due April 15, 2012.

22 b) April 1, 2012 through September 30, 2012 reporting
23 period shall be due October 15, 2012.

24 6.2 All fiscal and programmatic reporting documents and
25 reports, including the required support documentation, attached
and referenced herein as Exhibit "E", must be received by

1 SUPERINTENDENT or its designated representative by or no later than
2 the stipulated due dates. SUPERINTENDENT and STATE shall not be
3 liable for any required documentation received after the due dates
4 described in this section. Compensation as described in Section
5 5.0, ALLOCATION OF FUNDS, of this AGREEMENT is based on the
6 required services, as described in Exhibit "A", the reporting
7 documents and reports, as described in Exhibit "E", and the
8 invoices, as described in Section 5.0, being completed and
9 submitted on a timely basis.

10 6.3 SUPERINTENDENT or its designated representative shall
11 have the final approval of any reporting documentation and billings
12 received, and completion of the grant requirements by DISTRICT.

13 6.4 DISTRICT'S designated Fiscal Reporter, as described in
14 "Contractor Information Form," attached and referenced herein as
15 Exhibit "F", shall be responsible to prepare Federal Share invoices
16 and State Share documentation and shall be the primary contact for
17 questions relating to these documents, as well as other fiscal
18 documentation:

19 Martha Booe
20 Capistrano Unified School District
21 33122 Valle Road
22 San Juan Capistrano, California 92675
Telephone Number: (949) 234-5341
Fax Number: (949) 487-0502
Email Address: mabooe@capousd.org

23 7.0 EXPENSES. SUPERINTENDENT shall not be liable to DISTRICT for
24 any costs or expenses paid or incurred by DISTRICT in performing
25 services for SUPERINTENDENT, except as follows: As described in

1 Exhibit "C", attached herein. DISTRICT understands and agrees that
2 mileage shall be reimbursed at the STATE rate.

3 8.0 MATERIALS. DISTRICT shall furnish, at its own expense, all
4 labor, materials, equipment, supplies and other items necessary to
5 complete the services to be provided pursuant to this AGREEMENT
6 except as follows: As described in Exhibit "C", attached herein,
7 and pursuant to SUPERINTENDENT'S contract with the State of
8 California, attached herein as Exhibit "B", the following
9 reimbursement rates shall apply as described in Exhibit "D", Travel
10 Reimbursement Information, of the State of California contract.

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

14 9.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this
15 AGREEMENT, is and at all times to be an independent contractor and
16 shall be wholly responsible for the manner in which the services
17 required by the terms of this AGREEMENT are performed. Nothing
18 herein contained shall be construed as creating the relationship of
19 employer and employee, or principal and agent, between
20 SUPERINTENDENT and DISTRICT. DISTRICT assumes the responsibility
21 for the acts of its employees or agents as they relate to the
22 services to be provided. DISTRICT, its officers, agents and
23 employees, shall not be entitled to any rights, and/or privileges
24 of SUPERINTENDENT'S employees and shall not be considered in any
25 manner to be SUPERINTENDENT'S employees.

10.0 AUDIT AND RECORD RETENTION.

10.1 DISTRICT shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this AGREEMENT, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

10.2 DISTRICT agrees to maintain and preserve, until three (3) years after the termination of Agreement Number 37584 and final payment from California Department of Public Health to SUPERINTENDENT, to permit SUPERINTENDENT, California Department of Public Health or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this AGREEMENT and to allow interviews of any employees who might reasonably have information related to such records or for a longer period as is required by applicable statute, by any other provision of this AGREEMENT, or by subparagraphs (a) or (b) below:

a. If this AGREEMENT is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year

1 period, the records shall be retained until
2 completion of the action and resolution of all
3 issues which arise from it, or until the end of
4 the regular three-year period, whichever is later.

5 10.3 DISTRICT agrees to comply with any reasonable request
6 for access to its records related to this AGREEMENT and such
7 records shall be made available for examination and audit by any
8 duly authorized representative of SUPERINTENDENT and/or State of
9 California Department of Public Health. DISTRICT shall allow
10 interviews of any employee(s) who might reasonably have information
11 related to such records.

12 10.4 DISTRICT may, at its discretion, following receipt of
13 final payment under this AGREEMENT, reduce its accounts, books and
14 records related to this AGREEMENT to microfilm, computer disk, CD
15 ROM, or other data storage medium. DISTRICT must supply or make
16 available applicable devices, hardware, and/or software necessary
17 to view, copy and/or print said records. Applicable devices may
18 include, but are not limited to, microfilm readers and microfilm
19 printers, etc.

20 11.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees
21 that all matters produced under this AGREEMENT shall become the
22 property of SUPERINTENDENT and cannot be used without
23 SUPERINTENDENT'S express written permission. SUPERINTENDENT shall
24 have all right, title and interest in said matters, including the
25 right to secure and maintain the copyright, trademark and/or patent
of said matter in the name of the SUPERINTENDENT.

1 12.0 CONFIDENTIAL INFORMATION.

2 12.1 DISTRICT and its employees, agents, or subcontractors
3 shall agree to protect from unauthorized disclosure the names and
4 other identifying information concerning persons either receiving
5 services pursuant to this AGREEMENT or persons whose names or
6 identifying information become available or are disclosed to the
7 DISTRICT, its employees, agents, or subcontractors as a result of
8 services performed under this AGREEMENT, except for statistical
9 information not identifying any such person.

10 12.2 DISTRICT shall not use such identifying information for
11 any purpose other than carrying out its obligations under this
12 AGREEMENT.

13 12.3 For purposes of this provision, identity shall include,
14 but not be limited to name, identifying number, symbol, or other
15 identifying particular assigned to the individual, such as finger
16 or voice print or a photograph.

17 13.0 HOLD HARMLESS.

18 13.1 DISTRICT hereby agrees to defend all claims of loss, and
19 indemnify and hold harmless SUPERINTENDENT, the Orange County Board
20 of Education, and its officers, agents, employees the Department of
21 Health Services, the State, and their officers, agents, and
22 employees from any and all liability and claims of liability for
23 bodily injury, personal injury, sickness, disease, or death of any
24 person or persons, or damage to any property, real, personal,
25 tangible or intangible, arising out of the negligent acts or
omissions of DISTRICT, its Governing Board, officers, agents,

1 employees, or subcontractors, or the negligent condition of the
2 property used in the performance of this AGREEMENT.

3 13.2 SUPERINTENDENT hereby agrees to defend all claims of
4 loss, and indemnify and hold harmless DISTRICT, its Governing
5 Board, officers, agents, and employees, the Department of Health
6 Services, the State and its officers, agents, and employees from
7 any and all liability and claims of liability for bodily injury,
8 personal injury, sickness, disease, or death of any person or
9 persons, or damage to any property, real, personal, tangible or
10 intangible, arising out of the negligent acts or omissions of
11 SUPERINTENDENT, its officers, agents or employees, or
12 subcontractors, in the performance of this AGREEMENT.

13 14.0 INSURANCE. DISTRICT shall, at DISTRICT'S sole cost and
14 expense, and require all its subcontractors, to take out prior to
15 commencing services, and maintain in full force and effect from the
16 commencement of services until expiration of this AGREEMENT a
17 policy or policy of insurance covering DISTRICT'S and its
18 subcontractor's services. DISTRICT shall furnish to SUPERINTENDENT
19 a certificate(s) of insurance evidencing all coverages and
20 endorsements required hereunder. All insurance shall be an
21 insurance company admitted by the Insurance Commissioner of the
22 State of California to transact such insurance in the State of
23 California. Minimum coverages shall be as follows:

- 24 (1) General liability insurance in an amount not less than
25 One million dollars (\$1,000,000) per occurrence,
combined single limit;

- 1 (2) Comprehensive automobile liability insurance covering
2 the use of all owned, non-owned and hired vehicles with
3 a combined bodily injury and property damage, in an
4 amount not less than One million dollars (\$1,000,000)
5 per occurrence, combined single limit;
- 6 (3) Employer's Liability in an amount not less than One
7 million dollars (\$1,000,000.00)
- 8 (4) Professional Liability in an amount not less than One
9 million dollars (\$1,000,000.00)
- 10 (5) Statutory Workers' Compensation Insurance;
- 11 (6) An endorsement to said policy (s) naming the Orange
12 County Superintendent of Schools, the Orange County
13 Board of Education and its officers, agents and
14 employees as additional insureds while rendering
15 services under this AGREEMENT; and
- 16 (7) A thirty (30) day written notice to SUPERINTENDENT of
17 cancellation or reduction in coverage.
- 18 (8) If DISTRICT is self-insured, DISTRICT shall provide
19 SUPERINTENDENT, before the commencement of services
20 under this AGREEMENT, a letter of self-insurance
21 verifying all the above coverage requirements.

22 15.0 NON-DISCRIMINATION.

23 15.1 SUPERINTENDENT and DISTRICT agree that they will not
24 engage in unlawful discrimination because of race, color, religious
25 creed, national origin, physical or mental handicap, disability,

1 age, sex or status as a disabled veteran or veteran of the Vietnam
2 era of such persons.

3 15.2 SUPERINTENDENT and DISTRICT shall comply with all
4 provision of and furnish all information and reports required by
5 the federal rules, regulations, and relevant orders governing Equal
6 Employment Opportunity.

7 16.0 APPLICABLE LAW. SUPERINTENDENT and DISTRICT agree to comply
8 with all federal, state and local laws, rules and regulations and
9 ordinances that are now or may result in the future become
10 applicable to SUPERINTENDENT or DISTRICT'S business, equipment and
11 personnel engaged in operations covered by this AGREEMENT or
12 occurring out of the performance of such operations.

13 17.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the
14 performance of any of the services in this AGREEMENT without prior
15 written approval of the SUPERINTENDENT.

16 18.0 TOBACCO USE POLICY. In the interest of public health, the
17 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
18 use of any tobacco products are prohibited in buildings and
19 vehicles, and on any property owned, leased or contracted for by
20 the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15.
21 Failure to abide with conditions of this policy could result in the
22 termination of this AGREEMENT.

23 19.0 SUPPLANTING GOVERNMENT FUNDS. DISTRICT shall not supplant
24 any Federal, State or County funds intended for the purposes of
25 this AGREEMENT with any funds made available under this AGREEMENT.
DISTRICT shall not claim reimbursement from SUPERINTENDENT for, or

1 apply sums received from SUPERINTENDENT with respect to, that
2 portion of is obligations which have been paid by another source of
3 revenue. DISTRICT agrees that it will not use funds received
4 pursuant to this AGREEMENT, either directly or indirectly, as a
5 contribution or compensation for purposes of obtaining Federal,
6 State or COUNTY funds under any Federal, State or County program
7 without prior written approval of SUPERINTENDENT.

8 20.0 FINGERPRINT REQUIREMENTS. Upon commencement of this
9 AGREEMENT and throughout the term of this AGREEMENT, DISTRICT and
10 any subcontractors of DISTRICT, if applicable, shall fully comply
11 with the provisions of Education Code Section 45125.1 when it is
12 determined that the DISTRICT'S employees and/or employees of
13 DISTRICT'S subcontractors, will have more than limited contact with
14 students in the performance of the services in this AGREEMENT.

15 21.0 TERMINATION.

16 21.1 SUPERINTENDENT may cancel, terminate or suspend in whole
17 or in part this AGREEMENT with or without cause, at any time for
18 any reason, including non-compliance with the requirements of the
19 provisions herein or with any federal rules, regulations, or orders
20 which are referenced herein upon. SUPERINTENDENT shall compensate
21 DISTRICT only for services satisfactorily rendered to the date of
22 termination. Written notice by SUPERINTENDENT shall be sufficient
23 to stop further performance of services by DISTRICT. Notice shall
24 be deemed given when received by the DISTRICT or no later than
25 three (3) days after the day of mailing, whichever is sooner.

1 21.2 DISTRICT may terminate this AGREEMENT, with or without
2 cause, at any time for any reason upon written notice to
3 SUPERINTENDENT. Notice shall be deemed given when received by the
4 DISTRICT or no later than three (3) days after the day of mailing,
5 whichever is sooner.

6 21.3 Upon termination, or notice thereof, DISTRICT agrees to
7 cooperate with SUPERINTENDENT in the orderly transfer of service
8 responsibilities, active projects, and pertinent documents.

9 22.0 NOTICES. All notices or demands to be given under this
10 AGREEMENT by either party to the other shall be in writing and
11 given either by: i) Personal service, or ii) U.S. Mail, mailed
12 either by registered or certified mail, return receipt requested,
13 with postage prepaid. Service shall be considered given when
14 received if personally served or, if mailed, on the third (3rd) day
15 after deposit in any U.S. Post Office. The address to which
16 notices or demands may be given by either party may be changed by
17 written notice given in accordance with the notice provisions of
18 this section. At the date of this AGREEMENT the addresses of the
19 parties are as follows:

20 DISTRICT: Capistrano Unified School District
21 33122 Valle Road
22 San Juan Capistrano, California 92675
23 Attn: _____

24 SUPERINTENDENT: Orange County Superintendent of Schools
25 200 Kalmus Drive
 P.O. Box 9050
 Costa Mesa, California 92628-9050
 Attn: Patricia McCaughey

26 23.0 SEVERABILITY. If any term, condition or provision of this
AGREEMENT is held by a court of competent jurisdiction to be

invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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

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

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: CAPISTRANO UNIFIED
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
AUTHORIZED SIGNATURE

BY:  _____
AUTHORIZED SIGNATURE

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: November 8, 2011

TAXPAYER IDENTIFICATION NUMBER

CUSD-Healthy CA-State(37584)12
ZIP4

GOAL 1: Implement a comprehensive nutrition program at each funded site to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among SNAP-Ed eligible school age children.

Objective 2: (process) Implement and evaluate at least 10 months of *Harvest of the Month* (HOTM) to reach 650 students (29 classes) SNAP-ED eligible school age students. _____ (budget percentage allocation)

Social Ecological Model: ☒ Individual ☒ Interpersonal: Social Groups ☐ Institutional/Organizational ☐ Community

Activities	Responsible Party	Deliverables	Timeframe
1) Recruit and train a minimum of one lead teacher from each participating HOTM site to promote and support HOTM activities within the schools. a) Provide a minimum of two HOTM specific trainings for a minimum of 30 minutes to selected lead teachers. b) Convene semi annual meetings of lead teachers to provide HOTM updates.		List of lead teachers names for each site, sign in sheets (on file)	Oct 2011 – Sept. 2012
4) Distribute HOTM educator packets to all participating HOTM educators for at least seven months.		Log of when and where packets were distributed.	Oct 2011 – Sept. 2012
5) Advocate for increased educator participation in HOTM activities throughout the year by sending out HOTM email reminders to educators, visiting schools and classrooms to present HOTM activities and materials and conducting informal HOTM learning opportunities such as "lunch and learns."		Teacher contact log	Oct 2011 – Sept. 2012
5) Conduct annual evaluations of overall HOTM implementation by analyzing data from sources such as, staff surveys following the completion of HOTM activities.		Summary of evaluation analysis including ideas on how to improve interventions	Oct 2011 – Sept. 2012

GOAL 1: Implement a comprehensive nutrition program at each funded site to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among SNAP-Ed eligible school age children.

Objective 3: (process) At a minimum 30 parents unduplicated SNAP-Ed eligible individuals in the school community will participate in a five class nutrition education series, repeated at least four times per year. _____ (budget percentage allocation)

Social Ecological Model: ☒ Individual ☒ Interpersonal ☐ Social Groups ☐ Institutional/Organizational ☐ Community

Activities	Responsible Party	Deliverables	Timeframe
1) Assess nutrition education needs of target population.		Copy of needs assessment	Oct. 2011 – Sept 2012
2) Make preparations for conducting series which will include skill-based lessons/activities. Preparations may include: organizing materials, selecting/developing class assessment survey, purchasing food samples.		Sample of lesson plans, copy of class assessment survey(s)	Oct. 2011 – Sept 2012
3) Train staff (Community Liaisons) to conduct nutrition education series. Contact Regional Network staff for training assistance if using <i>PowerPlay!</i> and Fruit and Vegetable and Physical Activity tool kit lessons.		Training agenda	Oct. 2011 – Sept 2012
4) Conduct nutrition education series, which will include a minimum of five classes in each series. Skill-based lessons/activities will be integrated into each series, such as cooking activities and label reading. Each class will use Network approved materials and follow the 2010 Dietary Guidelines.		Sign-in sheets (on file), # of classes taught, unduplicated # of participants, ATF	Oct. 2011 – Sept 2012
5) Conduct quality assurance, such as class assessment surveys; and oversight, such as site visits/observations of classes and summarize findings.		Summary of visits and observations, survey results, and result of findings	Oct. 2011 – Sept 2012

GOAL 1: Implement a comprehensive nutrition program at each funded site to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among SNAP-Ed eligible school age children.

Objective 4: (process) Conduct a minimum of 13 (1 at each site) nutrition promotion events to reach a minimum of 600 SNAP-Ed eligible family members from your school community. _____ (budget percentage allocation)

Social Ecological Model: ☐ Individual ☒ Interpersonal ☐ Institutional/Organizational ☒ Community

Activities	Responsible Party	Deliverables	Timeframe
1) Collaborate with partners including Regional Campaigns when planning nutrition/physical activity promotion events.		Meeting notes for each event	Oct. 2011 – Sept. 2012
2) Prepare for each event by identifying target audience, organizing materials and intervention strategies to be used, training staff, selecting a method of event evaluation, and promotion of event, such as flyers or website/page update.		Planning notes, training agenda, evaluation tool	Oct. 2011 – Sept. 2012
3) Conduct a minimum of one nutrition promotion event such as school assembly, back to school night, walk to school event, parent –teacher night, school festival.		Event flyers, # reached, photos	Oct. 2011 – Sept. 2012

GOAL 1: Implement a comprehensive nutrition program at each funded site to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among SNAP-Ed eligible school age children.

Objective 6: (process) Conduct a minimum of two professional development trainings to at least one educator at each grade level at each targeted site to increase their knowledge/skills to provide high quality nutrition education for SNAP-Ed eligible students utilizing effective instructional strategies in the classroom. _____ (budget percentage allocation)

Social Ecological Model: ☒ Individual ☒ Interpersonal: Social Groups ☒ Institutional/Organizational ☐ Community

Intervention Activities	Responsible Party	Deliverables	Timeframe
1) Conduct a nutrition education needs assessment /survey for educators to determine what training is necessary to implement nutrition education strategies.		Copy of Survey, summary of results	Oct. – Nov. 2011
2) Based on the findings of the teacher nutrition education needs assessment/survey, provide a minimum of two 60 minute trainings to at least one educator staff per grade level. Select training topics from the following: a) The Link between Nutrition and Learning. b) Nutrition Basics Part I— key nutrients, MyPyramid and recommended classroom nutrition education materials. c) Nutrition Basics-Part II –Teaching nutrition using skill based strategies and the Health Education Content Standards for California Public Schools, linking nutrition to education standards, and providing grade-appropriate skills based educational materials. d) Orientation to the <i>Network for a Healthy California (Network)</i> program. e) <i>Harvest of the Month (HOTM)</i> - how to effectively implement HOTM in the classroom, cafeteria and the community. f) Cooking in the classroom and when applicable the use of classroom cooking carts. g) Integration of nutrition concepts that are <i>Network</i> allowable in science-based curriculum-developed by California Healthy Kids Resource Center (CHKRC). h) Garden enhanced nutrition education that is <i>Network</i> allowable. i) Information on promotion of evidence based physical activity programs and how they can be linked with nutrition education, such as Sports, Play, and Active Recreation for Kids (SPARK), and Child and Adolescent Trial for Cardiovascular Health (CATCH). j) Creating a healthy school environment such as healthy school parties.		Training outline, sign in sheets (on-file), record of participation	Oct. 2011 - Sept. 2012
3) Recruit at least one lead teacher (or other lead site staff) at each targeted site who will be responsible for scheduling trainings to teachers, distributing materials and will be the contact lead at the site for <i>Network</i> activities.		Name of each site lead	Oct. – Dec. 2011
4) Teachers will complete a survey one to three months after attending a nutrition training to assess the effectiveness of the training, how the information was utilized, and to determine additional training/follow up needed for future trainings.		Copy of survey, summary of survey results	Nov. 2011 – Sept. 2012

Legend:

Intervention Activities	Responsible Party	Deliverables	Timeframe
5) Provide technical support, which may include modeling one nutrition class, for at least 1 teacher per grade level on effective strategies, instructional programs, and resources to use in the classroom.		Technical Assistance log (on file)	Oct. -2011 – Sept. 2012
6) Follow up one to three months after providing technical support to teachers by email, phone or visiting their classrooms and observing nutrition education lessons to encourage continued integration and implementation of additional nutrition lessons in their classrooms. Assess and provide additional support and training as needed.		Technical Assistance log (on file)	Oct. -2011 – Sept. 2012
7) Provide nutrition education materials to school library/resource sites. Materials will meet <i>Network</i> guidelines, are linked to Scope of Work (SOW) interventions, and are age appropriate.		List of materials by site (on file)	Oct. -2011 – Sept. 2012
8) At the conclusion of the school year, conduct an evaluation, using a survey tool completed by each teacher to determine the effectiveness of the training, resources provided and applicable usage to classroom teaching assessing challenges, successes and soliciting topics for the next year's trainings.		Summary of survey results, plan of action based on results	Oct. -2011 – Sept. 2012

GOAL 1: Implement a comprehensive nutrition program at each funded site to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among SNAP-Ed eligible school age children.

Objective 7: Provide a minimum of two nutrition education activities in support of local and regional "ReThink Your Drink" healthy beverage education efforts.
 _____ (budget percentage allocation)

Social Ecological Model: ☒ Individual ☒ Interpersonal: Social/Groups ☒ Institutional/Organizational ☐ Community

Activities	Responsible Party	Deliverables	Timeframe
1) Attend a minimum of one Regional <i>Network ReThink Your Drink</i> nutrition education Train the Trainer workshop. If regional training is not available, contractor may attend a State <i>ReThink Your Drink Network</i> Train the Trainer workshop. 2) Provide nutrition education promoting healthy beverage options at least two times during the course of the contract year to students. Sample activities may include: a) Instruction on <i>ReThink Your Drink</i> nutrition education lessons and optional taste testing of healthy beverages. b) Hosting a Healthy Beverage nutrition education booth, exhibit, display or table at qualifying events. c) Writing newsletter article(s) promoting healthy beverages and supporting <i>ReThink Your Drink</i> nutrition education messages. d) Displaying <i>ReThink Your Drink</i> nutrition education materials: posters, pamphlets, flyers, etc. Note that all nutrition education materials must be approved by the <i>Network</i> prior to distribution with preference for the use of existing State <i>Network ReThink Your Drink</i> branded materials.		Copy of agenda Photos, list of materials, sample newsletter article	Feb. 2012 – July 2012 Feb. 2012- Sept. 2012
3) Participate in Regional evaluation efforts providing at a minimum process evaluation data including the number of education lessons conducted and number of persons reached to the Regional Collaborative Coordinator.		Report summary	Feb. 2012 – Sept. 2012

GOAL 1: Implement a comprehensive nutrition program at each funded site to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among SNAP-Ed eligible school age children.

Objective 10: (process) Complete at least 290 teacher + 72 community liaisons = 362 (lessons for students) and 18 for parents by community liaisons single-session nutrition education classes in the school community to reach a minimum of 650 students and 90 parents unduplicated SNAP-Ed eligible individuals. _____ (budget percentage allocation)

Social Ecological Model: ☒ Individual ☒ Interpersonal: Social Groups ☐ Institutional/Organizational ☐ Community

Activities	Responsible Party	Deliverables	Timeframe
1) Assess nutrition education needs of the target population.		Copy of needs assessment	Oct. 2011 – Sept. 2012
2) Collaborate with partners to plan and/or conduct classes. The same lesson can be taught at multiple sites.		Meeting agendas	Oct. 2011 – Sept. 2012
3) Make preparations for conducting classes which will include skill-based lessons/activities, learning theories and taste test /cooking demonstration. Preparations may include: organizing materials, selecting/developing class assessment survey and purchasing food samples. Each class will use <i>Network approved materials</i> and follow the 2010 Dietary Guidelines.		Sample of lesson plans, copy of assessment survey(s)	Oct. 2011 – Sept. 2012
4) Conduct at least 10 single sessions to reach a minimum of 250 unduplicated eligible students or family members.		Numbers reached	
5) Conduct quality assurance, such as class assessment surveys and oversight, such as site visits/observations of classes and summarize findings.		Summary of findings	Oct. 2011 – Sept. 2012

☐ Check here if additional pages are added: page(s)

REGISTRATION NUMBER

ep 1181472

AGREEMENT NUMBER

11-10205

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

(Also referred to as CDPH or the State)

California Department of Public Health

CONTRACTOR'S NAME

(Also referred to as Contractor)

Orange County Superintendent of Schools (Coalition)

2. The term of this Agreement is: 10/01/2011 through 09/30/2012

3. The maximum amount of this Agreement is: \$ 2,089,181
Two Million Eighty Nine Thousand One Hundred Eighty One Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work

13 pages

Exhibit B – Budget Detail and Payment Provisions

4 pages

Exhibit B, Attachment I – Budget

4 pages

Exhibit C * - General Terms and Conditions

GTC-640

Exhibit D(F) – Special Terms and Conditions (Attached hereto as part of this agreement)

25 pages

[Notwithstanding Provision 6 which does not apply to this agreement]

Exhibit E – Additional Provisions

3 pages

Exhibit F – Contractor's Release

1 page

Exhibit G – Travel Reimbursement Information

2 pages

Exhibit H – Information Privacy and Security Requirements

10 pages

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Orange County Superintendent of Schools (Coalition)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Pat McCaughey, Coordinator, Purchasing/Contracts

ADDRESS

200 Kalmus Drive, P.O Box 9050, Costa Mesa, CA 92628

STATE OF CALIFORNIA

AGENCY NAME

California Department of Public Health

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Sandra Winters, Chief, Contracts and Purchasing Services Section

ADDRESS

1501 Capitol Avenue, Suite 71.5178, MS 1802, PO Box 997377
Sacramento, CA 95899-7377

California Department of
General Services Use Only

APPROVED

OCT 27 2011

DEPT OF GENERAL SERVICES

☐ Exempt per:

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health the services described herein:

- A. Contractor will provide nutrition education interventions and physical activity promotion to United States Department of Agriculture (USDA) Supplemental Nutrition Assistance Program Education (SNAP-Ed) eligible families described herein per Health and Safety Code 104650-104655.
- B. The Contractor shall provide the specific services, deliverables, and objectives specified in the approved SOW and any subsequent formal amendments approved in writing as required pursuant to this agreement.
- C. The Contractor shall cooperate with CDPH or its designee by participating in meetings and/or site visits as CDPH may deem necessary to monitor Contractor compliance with the agreement.

2. Project Representative

- A. The project representatives during the term of this agreement will be:

California Department of Public Health	Orange County Superintendent of Schools (Coalition)
CDPH Contract Manager: Nan Huang Telephone: (916) 650-6901 Fax: (916) 449-5414 E-mail: nan.huang@cdph.ca.gov	Project Director: Kari A. Tuggle Telephone: (714) 327-1056 Fax: (714) 540-3464 E-mail: ktuggle@ocde.us

- B. Direct all inquiries to:

California Department of Public Health	Orange County Superintendent of Schools (Coalition)
<i>Network for a Healthy California</i> Attention: Antoinette Souza-King 1616 Capitol Avenue, Suite 74.516, MS 7204 P.O. Box 997377, MS 7204 Sacramento, CA 95899-7377 Telephone: (916) 445-2521 Fax: (916) 449-5414 E-mail: asouzaki@cdph.ca.gov	Attention: Kari A. Tuggle 200 Kalmus Drive P.O. Box Number: 9050 Costa Mesa, CA 92628 Telephone: (714) 327-1056 Fax: (714) 540-3464 E-mail: ktuggle@ocde.us

- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

3. Contractor Requirements

The Contractor shall comply with the guidelines for the development of all education materials as outlined in the Network Local Projects Guidelines Manual. These Guidelines have been

Exhibit A
Scope of Work

incorporated into this agreement and made a part hereof by reference in Exhibit E, Additional Provisions, paragraph 1. Without limitation, the Contractor shall comply with the following requirements:

- A. Submit any news release related to this agreement to the State for review prior to its release.
 - B. The Contractor agrees to cooperate with the State in data collection related to evaluation of program effectiveness as requested in the manner, format, and timeline prescribed by the State. Data shall include, at a minimum, demographic descriptions of the population served, audience reach, and items to measure program effectiveness. The data shall be submitted in the required form prescribed by the State.
 - C. The Contractor agrees to cooperate with the State in the review and, when appropriate, the field testing of statewide evaluation instruments and newly developed educational materials.
 - D. The Contractor shall ensure that the USDA SNAP-Ed is clearly identified as a sponsor or support organization on all materials and products funded by the agreement (electronic, print, audiovisual, media, etc.). The Contractor agrees to abide by the guidelines set for usage of the *Network* logos on any products generated by the Contractor.
 - E. The Contractor agrees to cooperate with the State by participating in statewide meetings and site visits, as deemed necessary by the State.
4. See the following pages for a detailed description of the services to be performed.

Scope of Work

GOAL 1: Implement a comprehensive nutrition program at each funded site to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among Supplemental Nutrition Assistance Program Education (SNAP-Ed) eligible school age children.

Objective 1: (Infrastructure) Contractors will complete and submit all required reports and forms on or before each deadline and participate in a minimum of five Network-sponsored community events and trainings throughout the fiscal year.

Social Ecological Model: ☐ Individual ☐ Interpersonal: Social Groups ☒ Institutional/Organizational ☒ Community

Activities	Responsible Party	Deliverables	Timeframe
1) Complete all mandatory documentation on or before due dates. Documentation includes online survey monkey for the Semi-Annual Activity Reports (SAAR), Semi-Annual Progress Report, Annual Progress, to include progress reports, progress report narratives, labeled attachments and deliverables and completed Education Administrative Reporting System (EARS), and Activity Tracking Forms (ATF).	PC, PA, D, Subcontractor	Documents completed and submitted to Network	April 2012 Sept. 2012
2) Contractors with budgets over \$350,000 are required to attend regional trainings and/or teleconferences on Impact Outcome Evaluation as offered.	PC, PA, D	Record of participation in activities	Oct. 2011 – Sept. 2012
3) Participate in ongoing community activities supporting statewide initiatives and provide nutrition education/physical activity promotion resources to local programs, including collaboration with existing University of California Cooperative Extension Food Stamp Nutrition Education agencies and organizations conducting food stamp outreach when appropriate.	PC, PA, D	Record of participation in activities.	Oct. 2011 – Sept. 2012
4) Attend a minimum of two Regional Network related meetings (e.g., Fruit & Vegetable campaign meetings, collaborative meetings, etc.) to provide input into planning Network regional activities and participate in Network regional activities including the educational initiative efforts, and statewide initiatives.	PC, PA, D	Copies of agendas, record of participation	Oct. 2011 – Sept. 2012
5) Attend a minimum of three Network-sponsored trainings and conferences that may include the following: Network Conference and other Network-sponsored regional trainings; Geographic Information Systems (GIS); Harvest of the Month Training; Other non-Network sponsored trainings that have been pre-approved by State Program Managers.	PC, PA, D, Subcontractor	Copies of agendas, record of participation	Oct. 2011 – Sept. 2012
6) Use United States Department of Agriculture (USDA) guidelines to ensure all activities are allowable and appropriately documented.	PC, PA, D, Subcontractor	Documents (on file)	Oct. 2011 – Sept. 2012

end: PC= Project Coordinator, PA= Program Assistant, D= Dietitian

Scope of Work

GOAL 1: Implement a comprehensive nutrition program at each funded site to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among SNAP-Ed eligible school age children.

Objective 2: (Process) Implement and evaluate at least seven months of *Harvest of the Month* (HOTM) to reach 31,300 SNAP-Ed eligible school age students.

Social Ecological Model: ☒ Individual ☒ Interpersonal ☐ Social Groups ☐ Institutional/Organizational ☐ Community

Activities	Responsible Party	Deliverables	Timeframe
1) Recruit and train a minimum of one lead teacher from each participating HOTM site to promote and support HOTM activities within the schools. a) Provide a minimum of two HOTM specific trainings for a minimum of 30 minutes to selected lead teachers. b) Convene semi annual meetings of lead teachers to provide HOTM updates.	PC, PA, D, Subcontractor	List of lead teachers names for each site, sign in sheets (on file)	Oct. 2011 – Sept. 2012
2) Collaborate and coordinate with the School Nutrition Program on HOTM activities to establish working relationship with the district's school nutrition director and meet at least once per contract year. Major goal of collaboration is to achieve the following coordination: a) HOTM produce items are highlighted on the menu at least two times per month. b) HOTM posters displayed in the cafeteria and/or create HOTM bulletin boards in the cafeterias. c) School nutrition staff at eligible school sites assists in planning, organizing, and/or distributing the featured HOTM produce items to the teachers for monthly taste testing, classroom cooking, and/or special events. d) Provide at least one HOTM training for a minimum of 30 minutes for school nutrition staff and child care setting staff.	PC, PA, D, Subcontractor	List of produce items provided to classrooms for taste testings, # of HOTM trainings provided to Food Service staff, report posters/bulletin boards on ATF	Oct. 2011 – Sept. 2012
3) Contact and set up meetings with school administrators at each eligible site to provide HOTM orientations/updates with goal to provide school administrators (principals, superintendent, school board) with an overview of HOTM activities, highlights and evaluation results (at the beginning and again at the end of the year). Distribute sample HOTM materials/flyer.	Subcontractor	# of meetings, # of administrators attending each meeting	Oct. 2011 – Sept. 2012
4) Distribute HOTM educator packets to all participating HOTM educators for at least seven months.	Subcontractor	Log of when and where packets were distributed.	Oct. 2011 – Sept. 2012
5) Advocate for increased educator participation in HOTM activities throughout the year by sending out HOTM email reminders to educators, visiting schools and classrooms to present HOTM activities and materials and conducting informal HOTM learning opportunities such as "lunch and learns."	PC, PA, D, Subcontractor	Teacher contact log	Oct. 2011 – Sept. 2012

Legend: PC= Project Coordinator, PA= Program Assistant, D= Dietitian

Scope of Work

Activities	Responsible Party	Deliverables	Timeframe
6) Conduct annual evaluations of overall HOTM implementation by analyzing data from sources such as, staff surveys and Impact Outcome Evaluations (IOE) following the completion of HOTM activities.	PC, PA, D, Subcontractor	Summary of evaluation analysis including ideas on how to improve interventions	Oct. 2011 – Sept. 2012

Scope of Work

GOAL 1: Implement a comprehensive nutrition program at each funded site to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among SNAP-Ed eligible school age children.

Objective 3: (Process) At a minimum 3,148 unduplicated SNAP-Ed eligible individuals in the school community will participate in a five class nutrition education series, repeated at least 84 times per year.

Social Ecological Model: ☒ Individual ☒ Interpersonal ☐ Social Groups ☐ Institutional/Organizational ☐ Community

Activities	Responsible Party	Deliverables	Timeframe
1) Assess nutrition education needs of target population.	PC, PA, D, Subcontractor	Copy of needs assessment	Oct. 2011 – Sept. 2012
2) Make preparations for conducting series which will include skill-based lessons/activities. Preparations may include: organizing materials, selecting/developing class assessment survey, purchasing food samples.	PC, PA, D, Subcontractor	Sample of lesson plans, copy of class assessment survey(s)	Oct. 2011 – Sept. 2012
3) Train staff to conduct nutrition education series. Contact Regional Network staff for training assistance if using <i>PowerPlay!</i> and Fruit and Vegetable and Physical Activity tool kit lessons.	PC, PA, D, Subcontractor	Training agenda	Oct. 2011 – Sept. 2012
4) Conduct nutrition education series, which will include a minimum of five classes in each series. Skill-based lessons/activities will be integrated into each series, such as cooking activities and label reading. Each class will use Network approved materials and follow the 2010 Dietary Guidelines.	Subcontractor	Sign-in sheets (on file), # of classes taught, unduplicated # of participants, ATF	Oct. 2011 – Sept. 2012
5) Conduct quality assurance, such as class assessment surveys; and oversight, such as site visits/observations of classes and summarize findings.	PC, PA, D, Subcontractor	Summary of visits and observations, survey results, and result of findings	Oct. 2011 – Sept. 2012

Legend: PC= Project Coordinator, PA= Program Assistant, D= Dietitian

EXHIBIT A

Scope of Work

GOAL 1: Implement a comprehensive nutrition program at each funded site to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among SNAP-Ed eligible school age children.

Objective 4: (Process) Conduct a minimum of 53 nutrition promotion events to reach a minimum of 8,450 SNAP-Ed eligible family members from your school community.

Social Ecological Model: ☐ Individual ☒ Interpersonal ☐ Social Groups ☐ Institutional/Organizational ☒ Community

Activities	Responsible Party	Deliverables	Timeframe
1) Collaborate with partners including Regional Campaigns when planning nutrition/physical activity promotion events.	PC, PA, D, Subcontractor	Meeting notes for each event	Oct. 2011 – Sept. 2012
2) Prepare for each event by identifying target audience, organizing materials and intervention strategies to be used, training staff, selecting a method of event evaluation, and promotion of event, such as flyers or website/page update.	PC, PA, D, Subcontractor	Planning notes, training agenda, evaluation tool	Oct. 2011 – Sept. 2012
3) Conduct a minimum of one nutrition promotion event such as school assembly, back to school night, walk to school event, parent-teacher night, school festival.	Subcontractor	Event flyers, # reached, photos	Oct. 2011 – Sept. 2012

Scope of Work

GOAL 1: Implement a comprehensive nutrition program at each funded site to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among SNAP-Ed eligible school age children.

Objective 5: (Process) Meet at least two times per year to establish and maintain key relationships with a minimum of one school administrator (i.e. principal, superintendent), one food service director and one parent leader to establish support for nutrition education in the schools.

Social Ecological Model: ☒ Individual ☒ Interpersonal: Social Groups ☒ Institutional/Organizational ☒ Community

Activities	Responsible Party	Deliverables	Timeframe
1) Contractor will meet with school administrator at least two times per year to maintain support for student nutrition education interventions and professional development nutrition education training for staff, and to provide updates of the <i>Network</i> program successes and evaluation results.	Subcontractor	Agenda (on file)	Oct. 2011 – Sept. 2012
2) Meet with the food service director and school nutrition staff at least two times per year to coordinate and collaborate on joint nutrition education efforts such as cafeteria connections, National Breakfast week, and the promotion of healthy menu items, i.e. HOTM produce items.	Subcontractor	Agenda (on file)	Oct. 2011 – Sept. 2012
3) Provide nutrition education expertise and support to the School Wellness Committee on issues of healthy eating for students, parents, and staff.	PC, PA, D, Subcontractor	Agenda (on file)	Oct. 2011 – Sept. 2012
4) Recruit minimum of one parent leader at each site to assist in the dissemination of nutrition education to various parents groups such as Parent Teacher Association (PTA), English as a Second Language (ESL) classes, and adult education classes on campus.	Subcontractor	List of parent leaders at each site	Oct. 2011 – Sept. 2012
5) Train Parent Leader to assist with nutrition education classes, and to recruit more parent participation in the classes and interest in healthy eating.	PC, PA, D, Subcontractor	Log of trainings	Oct. 2011 – Sept. 2012
6) Provide a narrative report on observed changes in school norms around healthy eating that may have occurred for students, parents, and school staff as a result of the above nutrition education efforts made with site administrators, school nutrition staff, and parent leaders.	Subcontractor	Narrative report, survey results if applicable	June 2012 – Sept. 2012

Legend: PC= Project Coordinator, PA= Program Assistant, D= Dietitian

Scope of Work

GOAL 1: Implement a comprehensive nutrition program at each funded site to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among SNAP-Ed eligible school age children.

Objective 6: (Process) Conduct a minimum of 20 professional development trainings to at least one educator at each grade level at each targeted site to increase their knowledge/skills to provide high quality nutrition education for SNAP-Ed eligible students utilizing effective instructional strategies in the classroom.

Social Ecological Model: ☒ Individual ☒ Interpersonal ☒ Social Groups ☒ Institutional/Organizational ☐ Community

Intervention Activities	Responsible Party	Deliverables	Timeframe
1) Conduct a nutrition education needs assessment /survey for educators to determine what training is necessary to implement nutrition education strategies.	PC, PA, D, Subcontractor	Copy of Survey, summary of results	Oct. 2011 – Nov. 2011
2) Based on the findings of the teacher nutrition education needs assessment/survey, provide a minimum of 20 (60 minute) trainings to at least one educator staff per grade level. Select training topics from the following: a) The Link between Nutrition and Learning. b) Nutrition Basics Part I — key nutrients, MyPyramid and recommended classroom nutrition education materials. c) Nutrition Basics-Part II – Teaching nutrition using skill based strategies and the Health Education Content Standards for California Public Schools, linking nutrition to education standards, and providing grade-appropriate skills based educational materials. d) Orientation to the <i>Network for a Healthy California (Network)</i> program. e) <i>Harvest of the Month (HOTM)</i> - how to effectively implement HOTM in the classroom, cafeteria and the community. f) Cooking in the classroom and when applicable the use of classroom cooking carts. g) Integration of nutrition concepts that are <i>Network</i> allowable in science-based curriculum-developed by California Healthy Kids Resource Center (CHKRC). h) Garden enhanced nutrition education that is <i>Network</i> allowable. i) Information on promotion of evidence based physical activity programs and how they can be linked with nutrition education, such as Sports, Play, and Active Recreation for Kids (SPARK), and Child and Adolescent Trial for Cardiovascular Health (CATCH). j) Creating a healthy school environment such as healthy school parties. 3) Recruit at least one lead teacher (or other lead site staff) at each targeted site who will be responsible for scheduling trainings to teachers, distributing materials and will be the contact lead at the site for <i>Network</i> activities. 4) Teachers will complete a survey one to three months after attending a nutrition training to assess the effectiveness of the training, how the information was utilized, and to determine additional training/follow up needed for future trainings.	PC, PA, D, Subcontractor	Training outline, sign in sheets (on-file), record of participation	Oct. 2011 - Sept. 2012
	Subcontractor	Name of each site lead	Oct. 2011 – Dec. 2011
	PC, PA, D, Subcontractor	Copy of survey, summary of survey results	Nov. 2011 – Sept. 2012

Legend: PC= Project Coordinator, PA= Program Assistant, D= Dietitian

Scope of Work

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Intervention Activities		Responsible Party	Deliverables	Timeframe
5)	Provide technical support, which may include modeling one nutrition class, for at least 1 teacher per grade level on effective strategies, instructional programs, and resources to use in the classroom.	Subcontractor	Technical Assistance log (on file)	Oct. 2011 – Sept. 2012
6)	Follow up one to three months after providing technical support to teachers by email, phone or visiting their classrooms and observing nutrition education lessons to encourage continued integration and implementation of additional nutrition lessons in their classrooms. Assess and provide additional support and training as needed.	Subcontractor	Technical Assistance log (on file)	Oct. 2011 – Sept. 2012
7)	Provide nutrition education materials to school library/resource sites. Materials will meet Network guidelines, are linked to Scope of Work (SOW) interventions, and are age appropriate.	Subcontractor	List of materials by site (on file)	Oct. 2011 – Sept. 2012
8)	Review school website quarterly to ensure nutrition education resources for educators are current and links are updated.	PC, PA, D, Subcontractor	Log of updates	Oct. 2011 – Sept. 2012
9)	At the conclusion of the school year, conduct an evaluation, using a survey tool completed by each teacher to determine the effectiveness of the training, resources provided and applicable usage to classroom teaching assessing challenges, successes and soliciting topics for the next year's trainings.	PC, PA, D, Subcontractor	Summary of survey results, plan of action based on results	Oct. 2011 – Sept. 2012

Legend: PC= Project Coordinator, PA= Program Assistant, D= Dietitian

Scope of Work

GOAL 1: Implement a comprehensive nutrition program at each funded site to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among SNAP-Ed eligible school age children.

Objective 7: (Process) Provide a minimum of 42 nutrition education activities in support of local and regional "ReThink Your Drink" healthy beverage education efforts.

Social Ecological Model: ☒ Individual ☒ Interpersonal ☒ Social/Groups ☒ Institutional/Organizational ☐ Community

Activities	Responsible Party	Deliverables	Timeframe
1) Attend a minimum of one Regional <i>Network</i> ReThink Your Drink nutrition education Train the Trainer workshop. If regional training is not available, contractor may attend a State ReThink Your Drink <i>Network</i> Train the Trainer workshop.	PC, PA, D	Copy of agenda	Feb. 2012 – July 2012
2) Provide nutrition education promoting healthy beverage options at least two times during the course of the contract year to students. Sample activities may include: a) Instruction on ReThink Your Drink nutrition education lessons and optional taste testing of healthy beverages. b) Hosting a Healthy Beverage nutrition education booth, exhibit, display or table at qualifying events. c) Writing newsletter article(s) promoting healthy beverages and supporting ReThink Your Drink nutrition education messages. d) Displaying ReThink Your Drink nutrition education materials: posters, pamphlets, flyers, etc. Note that all nutrition education materials must be approved by the <i>Network</i> prior to distribution with preference for the use of existing State <i>Network</i> ReThink Your Drink branded materials.	PC, PA, D, Subcontractor	Photos, list of materials, sample newsletter article	Feb. 2012- Sept. 2012
3) Participate in Regional evaluation efforts providing at a minimum process evaluation data including the number of education lessons conducted and number of persons reached to the Regional Collaborative Coordinator.	PC, PA, D, Subcontractor	Report summary	Feb. 2012 – Sept. 2012

Scope of Work

GOAL 1: Implement a comprehensive nutrition program at each funded site to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among SNAP-Ed eligible school age children.

Objective 8: (Impact/Outcome) By July 31, 2012, carry out and report on an Impact/Outcome Evaluation (IOE) to assess change in fruit and vegetable consumption and related factors such as access to fruit and vegetables at home and perceived parental consumption among a group of a minimum 100 SNAP-Ed eligible youth.

Social Ecological Model: ☒ Individual ☐ Interpersonal: Social Groups ☐ Institutional/Organizational ☐ Community

Activities	Responsible Party	Deliverables	Timeframe
1) Based on IOE plan developed in previous contract year, administer <i>Network Youth</i> or High School Survey to target audience at intervention sites, using identification numbers (not names) to protect participant privacy. Pre-tests are to be administered prior to intervention, and post-tests after the intervention to measure change in consumption and related factors. Contractors working with 3 rd -8 th grade youth must use the <i>Network Youth Survey</i> ; and those working with 9 th -12 th grade youth must use the <i>Network High School Survey</i> .	Subcontractor	Matched surveys	Oct. 2011 – June 2012
2) Create a data file with pre-test and post-test survey data using <i>Network</i> provided code sheets and, when possible, using <i>Network</i> provided data entry templates. The data file must contain a minimum of 100 matched pre- and post-tests. Complete data analysis.	PC, PA, D	Data file	Oct. 2011 – July 2012
3) Develop an evaluation plan in concert with the Program Manager and Research and Evaluation Unit (REU) for the next contract year. Findings from current and prior evaluations will be used to refine nutrition education activities and increase rigor of the subsequent intervention and evaluation.	PC, PA, D	IOE Plan	May 2012 – July 2012
4) Submit a set of IOE report documents, using <i>Network</i> templates, by July 31 st to the Program Manager and REU. This will include: a) IOE Final Report. b) Data file. c) IOE Plan for upcoming year. If conducting both an IOE with children and an IOE with adults a separate report and plan for each IOE is submitted to REU.	PC, PA, D	IOE Report, data file, IOE Plan	July 2012

Legend: PC= Project Coordinator, PA= Program Assistant, D= Dietitian

Scope of Work

GOAL 1: Implement a comprehensive nutrition program at each funded site to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among SNAP-Ed eligible school age children.

Objective 9: (Process) Complete at least 2,118 single-session nutrition education classes in the school community to reach a minimum of 21,162 unduplicated SNAP-Ed eligible individuals.

Social Ecological Model: ☒ Individual ☒ Interpersonal: Social Groups ☐ Institutional/Organizational ☐ Community

Activities	Responsible Party	Deliverables	Timeframe
1) Assess nutrition education needs of the target population.	PC, PA, D, Subcontractor	Copy of needs assessment	Oct. 2011 – Sept. 2012
2) Collaborate with partners to plan and/or conduct classes. The same lesson can be taught at multiple sites.	PC, PA, D, Subcontractor	Meeting agendas	Oct. 2011 – Sept. 2012
3) Make preparations for conducting classes which will include skill-based lessons/activities, learning theories and taste test /cooking demonstration. Preparations may include: organizing materials, selecting/developing class assessment survey and purchasing food samples. Each class will use <i>Network</i> approved materials and follow the 2010 Dietary Guidelines.	PC, PA, D, Subcontractor	Sample of lesson plans, copy of assessment survey(s)	Oct. 2011 – Sept. 2012
4) Conduct at least 2,118 single sessions to reach a minimum of 21,162 unduplicated eligible students or family members.	Subcontractor	Numbers reached	
5) Conduct quality assurance, such as class assessment surveys and oversight, such as site visits/observations of classes and summarize findings.	PC, PA, D, Subcontractor	Summary of findings	Oct. 2011 – Sept. 2012

Legend: PC= Project Coordinator, PA= Program Assistant, D= Dietitian

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than quarterly in arrears to:

Nan Huang
California Department of Public Health
Network for a Healthy California
1616 Capitol Avenue, Suite 74.516
MS 7204
P.O. Box 997377
Sacramento, CA 95899-7377

The State, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by the State and shall not require an amendment to the Amendment.

C. Invoice shall:

- 1. Be prepared on contractor's letterhead and be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement.
 - 2. Bear the Contractor's name as shown on the Agreement.
 - 3. Show a unique invoice number assigned by the Contractor.
 - 4. Show an invoice date reflecting when the invoice was prepared.
 - 5. Be mailed no later than five days after the invoice date.
 - 6. Show the Contractor's vendor number assigned by CDPH.
 - 7. Show the Agreement number assigned by CDPH.
 - 8. Show the Contractor's remittance address.
 - 9. Identify the billing and/or performance period covered by the invoice.
 - 10. Itemize costs for the billing period in the same or greater level of detail as indicated in this Agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by CDPH.
- D. Quarterly invoices shall be submitted for payment within sixty (60) days following the end of each calendar quarter in which the work was performed and costs incurred in the performance of the agreement, unless the agreement has reached the expiration or termination date (see paragraph 4, Timely Submission of Final Invoice) or a later or alternate deadline is agreed to in writing by the Program Contract Manager (CM).
- E. The Contractor may submit supplemental invoices to the CM if it has determined that there are expenses incurred during the term of the contract that have not been previously billed. The Contractor must submit a written justification to accompany the supplemental invoice(s) and shall submit the documents to the CM for approval. The supplemental invoice(s) cannot

exceed 20% of the total contract amount for the fiscal year in which the supplemental invoice(s) is submitted. Supplemental invoices for the first, second, and third quarter are due no later than 90 days after the end of each quarter. A supplemental invoice for the fourth quarter is due no later than 120 days after the end of the fourth quarter. If you are seeking an exception to these requirements, you must send a written request to the CM and provide justification that explains the circumstances surrounding your inability to meet these requirements. Exceptions may only be granted after Network management has reviewed the request and has made a determination.

- F. The State may, at its discretion, choose not to honor any delinquent invoice if the Contractor fails to obtain prior written State approval of an alternate invoice submission deadline.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program CM. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- C. The Contractor is hereby advised of its obligation to submit to the State, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit F)**".

5. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.

- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. Travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see **Exhibit G entitled, "Travel Reimbursement Information"**.

6. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an auditing finding that is appealed and upheld, will be recovered by the State by one of the following options:
 - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average or the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

7. Revenue

- A. This provision supersedes and replaces provision 6 entitled, "Income Restrictions" appearing in Special Terms and Conditions Exhibit D(F).
- B. If the Contractor realizes a profit from the sale of nutrition education materials (videos, literature, etc. paid with agreement dollars), it must report the amount to the State as Contractor income on the SF-269 form. The Contractor shall make the SF-269 form available to the State on request. The Contractor shall place any income, fees, or reimbursements accruing to or received by the Contractor for services rendered under this

agreement into a separate identifiable account. Revenues generated by the Contractor as a result of this State agreement must be utilized to meet identified, agreed upon, program-related needs of the Contractor, or must be returned to the State. Any revenues accruing to the Contractor, based on services supported in whole or in part by the State pursuant to this agreement, shall be used to defray costs incurred by this project to measurably expand the program or improve the quality of services detailed in this agreement, and must be approved in writing by the State. Adequate documentation of the use of these funds shall be maintained.

8. Restriction of Funds

The Contractor shall use funds pursuant to the Agreement only and shall not, in whole or in part, freeze, restrict, or prevent the use of funds for the use pursuant to this Agreement; Contractor shall not divert or use funds for other purposes.

9. Advance Payment

No advance payment is allowed under this agreement.

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SALARIES:		1. Name and Position Title	2. Annual Salary	3. Total FTE (as a decimal)	4. Total
1.	Title:	Project Coordinator	\$ 105,164	1.0000	105,164
2.	Title:	Program Assistant (Program Specialist)	\$ 99,108	1.0000	99,108
3.	Title:	Secretary (Senior Department Secretary)	\$ 56,044	0.7000	39,231
4.	Title:	Accountant (Project Accountant)	\$ 60,780	0.8000	48,624
5.	Title:	Program Asst (Instructional Program Asst)	\$ 70,512	1.0000	70,512
6.	Title:	Dietitian	\$ 105,164	1.0000	105,164
SUBTOTAL			\$ 496,772	5.5000	467,803
POSITION DESCRIPTIONS:					
Project Coordinator #1		Coordinate program staff and nutrition education activities; plan and follow through on outreach and educational events at health fairs, schools, and other promotional activities; work with schools, churches, farm worker organizations, and community organizations in planning and promoting good health through dissemination of nutrition education materials; actively acquire and develop culturally and linguistically competent nutrition curriculum and education materials; to promote existing and/or to develop new physical activity promotional components of nutrition education; and expand our existing community outreach program to encompass nutritional components to increase community awareness and knowledge of good nutrition and healthy active lifestyles.			
Program Assistant #2, 3		Assists the Project Coordinator with nutrition education program planning and development. Under the direction of Project Coordinator, works directly with individuals and small groups providing curriculum-based, prevention-oriented general nutrition education and physical activity targeted to Supplemental Nutrition Assistance Program-Education (SNAP-Ed) eligible's.			
Office Manager/Secretary/Admin Asst #3		Provides general clerical support to the Program. Assists in development and maintenance of a data collection system with emphasis on fiscal information. Arranges meetings and trainings, orders supplies and materials, creates correspondence, photocopies, and other duties as required to support the nutrition education contract.			
Accountant/Finance Analyst #4		Serves as internal auditor and controller. Assists with processing purchase orders, invoices, preparation of vouchers for payment as related to the Network program, as well as monitoring the budgets.			
Dietitian #6		Oversees and supervises the nutrition education program including project administration, project coordination, the development of the nutrition education component and materials and other nutrition and physical activity promotion programs.			

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Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	17. Human Subjects Use Requirements
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3. Procurement Rules	19. Debarment and Suspension Certification
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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, 'Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,' and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, 'Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,' and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, 'Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,' or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from CDPH under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in CDPH's Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to DPA rates may be approved by CDPH upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining

equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term purchase excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state or federal funds.)

- a. Wherever the terms equipment and/or property are used in Provision 4, the definitions in Provision 3, Paragraph a, shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

- (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

- (1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Public Health (CDPH)).
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services costing \$5,000 or more, the Contractor shall obtain at least three bids or justify a sole source award."
 - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) The State may identify the information needed to fulfill this requirement.
 - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Entities of any type that will provide subvention aid or direct services to the public,
 - (h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:
<http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

- (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to

review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) ~~In the performance of this Agreement Contractor will exercise and utilize certain of its Intellectual~~ Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for

Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual

Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

11. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

13. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

15. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which

the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements.

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of

this provision apply if:

- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
 - i. ~~The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.~~
 - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
 - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

18. Novation Requirements

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

24. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

25. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to CDPH or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

27. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

31. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
 - (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.
- b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notify the contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0045

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:	
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10.a. Name and Address of Lobbying Registrant. <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services (including address if different from 10a.) <i>(Last name, First name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.		
Federal Use Only		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.
1. Network Local Projects *Network for a Healthy California* Guidelines Manual and any revisions thereto. (Revision October 2011)
<http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx>
 2. *Network for a Healthy California* Program Letters and any revisions thereto.
<http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx>
 3. United States Department of Agriculture State Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Guidance. (Revision Date FY 2012)
<http://www.nal.usda.gov/fns/Guidance/FY2012SNAP-EdGuidance.pdf>

2. Cancellation / Termination

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
- 1) If the Contractor knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Contractor fails to perform any material requirement of this agreement or defaults in performance of this agreement.
 - 3) If the Contractor files for bankruptcy, or if CDPH determines that the Contractor becomes financially incapable of completing this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

Exhibit E
Additional Provisions

- F. In the event of termination, and at the request of CDPH, the Contractor shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this agreement, whether finished or in progress on the termination date.
- G. The Contractor will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this agreement, and except as otherwise specified by CDPH, the Contractor shall:
 - 1) Place no further order or subcontracts for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts.
 - 3) Upon the effective date of termination of the agreement Contractor shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, contracts, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Contractor for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Contractor and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Contractor to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the agreement.

3. Avoidance of Conflicts of Interest by Contractor

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to prior CDPH review and approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the agreement.
 - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being,

Exhibit E
Additional Provisions

motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest under this agreement will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the agreement. CDPH may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to contract number 11-10205 entered into between the California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____.

If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): Orange County Superintendent of Schools (Coalition)

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Progre

Travel Reimbursement Information

(Mileage Reimbursement Increase Effective 7/1/11)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by the California Department of Public Health (CDPH) upon the receipt of a statement on/with an invoice indicating that such rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of Public Health (CDPH) or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental expenses	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarter

2. If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by DPA.

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **55.5 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
3. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Trip begins at or before 6 a.m. and ends at or after 9 a.m.	Breakfast may be claimed.
Less than 24 hours	Trip begins at or before 4 p.m. and ends at or after 7 p.m.	Dinner may be claimed.
<i>Contractor may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.</i>		
24 hours	Trip begins at or before 6 a.m.	Breakfast may be claimed.
24 hours	Trip begins at or before 11 a.m.	Lunch may be claimed.
24 hours	Trip begins at or before 5 p.m.	Dinner may be claimed.
More than 24 hours	Trip ends at or after 8 a.m.	Breakfast may be claimed.
More than 24 hours	Trip ends at or after 2 p.m.	Lunch may be claimed.
More than 24 hours	Trip ends at or after 7 p.m.	Dinner may be claimed.
<i>Contractor may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.</i>		

Exhibit H**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Privacy Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Affect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach: "Breach" means:
 1. the acquisition, access, use, or disclosure of CDPH PCI, in any medium (paper, electronic, oral), in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit, that compromises the privacy, security or integrity of the information. For purposes of this definition, "compromises the privacy, security or integrity of the information" means poses a significant risk of financial, reputational, or other harm to an individual or individuals; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(d).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH; or
 3. is "personal information" as defined in this Exhibit.
 - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information.

Exhibit H

**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

D. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. by itself directly identifies or uniquely describes an individual; or
2. creates a substantial risk that it could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
3. meets the definition of "personal information" set forth in California Civil Code section 1798.3(a) or
4. is one of the data elements set forth in California Civil Code section 1798.29(e)(1),(2) or (3); or
5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29(f)(2) or California Civil Code section 56.05(g); or
6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29(f)(3).

E. Security Incident: "Security Incident" means:

1. an attempted breach; or
2. the attempted or successful modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, (including this Exhibit); or
3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI, or hinders or makes impossible Contractor's receipt, collection, creation, storage, transmission or use of PCI by Contractor for or on **behalf** of CDPH, pursuant to Contractor's agreement with CDPH, including this Exhibit.

F. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, or subcontractors shall not use any CDPH PCI for any purpose other than carrying out the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. The Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies.

Exhibit H**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

VII. Security: The Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum:

- A. complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit;
- B. providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to CDPH PCI from breaches and security incidents.

VIII. Security Officer: The Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and for communicating with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

- A. The Contractor shall require each employee who receives training to sign a certification, indicating the employee's name and the date on which the training was completed.
- B. The Contractor shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.

X. Employee Discipline: Contractor shall discipline such employees and other Contractor workforce members who intentionally violate any provisions of this Exhibit, including by termination of employment.

XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **or within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit). Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(E), below. If the breach or security incident occurs after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH IIT Service Desk at the telephone numbers listed in Section XI(E), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. A Contractor shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is an employee or agent of the Contractor.

Exhibit H**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach: The Contractor shall immediately investigate such breach or security incident, and within seventy-two (72) hours of the discovery, shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believe have had the CDPH PCI improperly disclosed to them; and
3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
4. a description of the probable causes of the breach or security incident; and
5. whether Civil Code sections 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within five (5) working days of the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence of such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. The CDPH Privacy Officer shall approve the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

Exhibit H**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer (and CDPH IT Service Desk)
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI emanating from third parties to the agreement between Contractor and CDPH (and not emanating from an Individual for an accounting of disclosures of personal information pursuant to applicable state or federal law).
- XIV. Audits, Inspection and Enforcement: From time to time, CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing. The fact that CDPH inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit, nor does CDPH's:
- A. Failure to detect or
 - B. Detection, but failure to notify Contractor or require Contractor's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDPH's enforcement rights under the agreement and this Exhibit.
- XV. Indemnification: Contractor shall indemnify, hold harmless and defend CDPH from and against any and all claims, losses, liabilities, damages, costs and other expenses (including attorneys fees) that result from or arise directly or indirectly out of or in connection with any negligent act or omission or willful misconduct of Contractor, its officers, employees, agents or subcontractors relative to the CDPH PCI, including without limitation, any violations of Contractor's responsibilities under the agreement between it and CDPH, including this Exhibit, with respect to the CDPH PCI.

Exhibit H**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)****XVI. Termination:**

- A. Termination Upon Breach: A breach by Contractor of any provision of the Exhibit, as determined by CDPH, shall constitute a material breach of the agreement between Contractor and CDPH and grounds for immediate termination of the agreement by CDPH. At its sole discretion, CDPH may give Contractor 30 days to cure the breach.
- B. Judicial or Administrative Proceedings: Contractor will notify CDPH if it is named as a defendant in a criminal proceeding related to a violation of this Exhibit. CDPH may terminate the agreement between Contractor and CDPH if Contractor is found guilty of a criminal violation related to a violation of this Exhibit. CDPH may terminate the agreement if a finding or stipulation that the Contractor has violated any security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined.

XVII. Return or Destruction of CDPH PCI on Expiration or Termination: On expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall explain to CDPH why, in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(c), above.

- A. Retention Required by Law: If Required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as Required by state or federal law.
- C. Notification of Election to Destroy CDPH PCI: Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(c), above, that the CDPH PCI has been destroyed.

XIII. Amendment: The parties acknowledge that Federal and State laws relating to information security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. Upon CDPH' request, Contractor agrees to promptly enter into negotiations with CDPH concerning an amendment to this Exhibit embodying written assurances consistent with new standards and requirements imposed by regulations and other applicable laws. CDPH may terminate this agreement upon thirty (30) days written notice in the event:

- A. Contractor does not promptly enter into negotiations to amend this Exhibit when requested by CDPH pursuant to this Section or
- B. Contractor does not enter into an amendment providing assurances regarding the safeguarding of CDPH PCI that CDPH in its sole discretion deems sufficient to satisfy the standards and requirements of applicable laws and regulations relating to the security or privacy of CDPH PCI.

Exhibit H

**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

- XIX. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- XX. Disclaimer: CDPH makes no warranty or representation that compliance by Contractor with this Exhibit will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of CDPH PCI.
- XXI. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XXII. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with Federal and State regulations.
- XIII. Survival: The respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the termination or expiration of the agreement between Contractor and CDPH.

Exhibit H**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)****Attachment 1****Contractor Data Security Standards****1. General Security Controls**

- a. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- b. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- c. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- d. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- e. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- f. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- g. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- h. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- i. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in

Exhibit H**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

- j. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

Exhibit H**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- a. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- b. **Data Backup Plan.** Contractor must have established documented procedures to backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CSSI.

SUBCONTRACTOR BUDGET JUSTIFICATION
Capistrano USD PreK
October 1, 2011 - September 30, 2012

Orange County Superintendent
of Schools-Coalition
11-10205
Exhibit C

A PERSONNEL SALARIES:		1. Name and Position Title	2. Annual Salary	3. Total FTE (as a decimal)	4. Percentage FTE Time for Administrative Duties	5. Percentage FTE Time for Direct Delivery Duties	6. Federal Share Total Dollars	7. Total Dollars
FEDERAL SHARE POSITIONS								
1.	Name: Cris Eden Title: Project Coordinator (Preschool Resource Teacher)		49,444	0.5000		50.0%	\$ 24,722	\$ 24,722
2.	Name: TBD Title: Admin Asst (Clerk II)		23,790	0.2800		28.0%	\$ 6,661	\$ 6,661
3.	Name: TBD Title: Nutrition Educator/Translator (Bi-Lingual Comm Liason)		14,490	0.5000		50.0%	\$ 7,245	\$ 7,245
4.	Name: TBD Title: Nutrition Educator/Translator (Bi-Lingual Comm Liason)		14,490	0.5000		50.0%	\$ 7,245	\$ 7,245
5.	Name: TBD Title: Nutrition Educator/Translator (Bi-Lingual Comm Liason)		14,490	0.5000		50.0%	\$ 7,245	\$ 7,245
SUBTOTAL			\$ 116,704	2.28	0.00%	228.00%	\$ 53,118	\$ 53,118
POSITION DESCRIPTIONS:								
Office Manager/Secretary/Admin Asst FS #2		Provides general clerical support to the Program. Assists in development and maintenance of a data collection system with emphasis on fiscal information. Arranges meetings and trainings, orders supplies and materials, creates correspondence, photocopies, and other duties as required to support the nutrition education contract.						
Project Coordinator FS #1		Coordinate program staff and nutrition education activities; plan and follow through on outreach and educational events at health fairs, schools, and other promotional activities; work with schools, churches, farm worker organizations, and community organizations in planning and promoting good health through dissemination of nutrition education materials; actively acquire and develop culturally and linguistically competent nutrition curriculum and education materials; to promote existing and/or to develop new physical activity promotional components of nutrition education; and expand our existing community outreach program to encompass nutritional components to increase community awareness and knowledge of good nutrition and healthy active lifestyles.						

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**Orange County Superintendent
of Schools-Coalition
11-10205
Exhibit C**

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|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Travel Reimbursement Information

(Mileage Reimbursement Increase Effective 7/1/11)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by *the California Department of Public Health (CDPH)* upon the receipt of a statement on/with an invoice indicating that such rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of *Public Health (CDPH)* or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental expenses	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

Travel Reimbursement Information (Continued)

Exhibit D

- If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by DPA.

- For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
- Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **55.5 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
- The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
- Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Trip begins at or before 6 a.m. and ends at or after 9 a.m.	Breakfast may be claimed.
Less than 24 hours	Trip begins at or before 4 p.m. and ends at or after 7 p.m.	Dinner may be claimed.
<i>Contractor may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.</i>		
24 hours	Trip begins at or before 6 a.m.	Breakfast may be claimed.
24 hours	Trip begins at or before 11 a.m.	Lunch may be claimed.
24 hours	Trip begins at or before 5 p.m.	Dinner may be claimed.
More than 24 hours	Trip ends at or after 8 a.m.	Breakfast may be claimed.
More than 24 hours	Trip ends at or after 2 p.m.	Lunch may be claimed.
More than 24 hours	Trip ends at or after 7 p.m.	Dinner may be claimed.
Contractor may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.		

INVOICE
(See Reverse for Instructions)

California Department of Public Health
Network for A Healthy California
Mail Station 7204
P.O. Box 997377
Sacramento, CA 95899-7377

Date: _____

Contractor Name/Address (to send warrant)

☐ Check if remittance address changed since last Invoice

Check for Final Invoice Contract Term ☐
Check for Final Invoice Fiscal Year ☐
Check if you anticipate a Supplemental Invoice ☐

Contract Number: _____
Contract Term: _____
Invoice Period: _____

Telephone: _____

Budget Categories (1)	Approved Budget (2)	Actual Expenses This Period (3)	Cumulative Expenses to Date (4)	Unexpended Balance (5)
A. PERSONNEL SALARIES				-
B. FRINGE BENEFITS ___% of Personnel Salaries				-
C. OPERATING EXPENSES				-
D. EQUIPMENT EXPENSES				-
E. TRAVEL AND PER DIEM (at State DPA rates)				-
F. SUBCONTRACTS				-
G. OTHER COSTS				-
H. INDIRECT COSTS ___% of _____				-
TOTAL EXPENSES	-	-	-	-
TOTAL PAYMENT REQUESTED		-		

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment.

Signature of Authorized Accounting Representative _____ Date _____

FOR STATE USE ONLY

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment.

Signature of Authorized Network Staff _____ Date _____

CALSTARS CODING (FOR STATE USE ONLY)																						
Fiscal Year		PCA					Index				Object Code			Agency Object		Project Number						Work Phase
		5	1	1	0	5	5	3	1	2	7	0	2	0	3	R	5	1	1	0	3	

Revised 07/26/2011

INVOICE INSTRUCTIONS

TOP SECTION

Fill in the date, Contractor name, address (where warrant is to be mailed), telephone number, contract number, and contract term. Be sure to check the box if payment address differs from address on the actual contract and submit a letter to the Network for A Healthy California (*Network*) indicating your new payment address.

For each of the Budget Categories below, provide only the total of actual expenses, **do not round off figures**.

COLUMN 1 - BUDGET CATEGORIES

- A. Personnel Salaries: Include all expenses associated with all personnel positions listed in the Federal Share budget justification. Do not provide the detail for each position.
- B. Fringe Benefits: Complete the fringe benefits line item in accordance with the contract budget utilizing actuals per personnel positions. Provide the actual fringe benefits percentage rate for the invoice period in the space provided and calculate the actual amount as a percentage of the Personnel Salaries line item.
- C. Operating Expenses: Include all expenses associated with the items identified in the Federal Share budget justification.
- D. Equipment Expenses: Include the purchase costs of any equipment listed for this line item in the budget justification. Be sure to send the completed Contract Equipment Purchased with *Network* Funds form along with the Invoice to *Network*.
- E. Travel and Per Diem: Include travel expenses incurred in accordance with the contract under Department of Personnel Administration (DPA) Travel Reimbursement Information and then identified in the Federal Share budget justification.
- F. Subcontracts: Include costs associated with subcontractors to do specialized tasks in conformance with the contract Scope of Work and Federal Share Budget. Itemize if total exceeds \$50,000 and attach subcontractor budget(s); otherwise, provide only a total of actual expenses and do not round off figures. Include an attachment if space is not sufficient.
- G. Other Costs: Include all expenses associated with the subcategory line items identified in the Federal Share budget justification. Itemize if total exceeds \$50,000; otherwise, provide only a total of actual expenses, do not round off figures. Include an attachment if space is not sufficient.
- H. Indirect Costs: Complete the indirect costs in accordance with the contract Federal Share budget (not to exceed 25% of total personnel expenses). Provide the actual indirect costs percentage rate billed for the Invoice period and the basis for the calculation (e.g. Total Personnel Expenses, Total Direct Costs, etc.), in the space provided.

Total Expenses: This is the sum of line items A -H.

Total Payment Requested: This amount reflects the sum requested for Invoice payment.

COLUMN 2 - APPROVED BUDGET: This is the approved contract Federal Share Budget. Amounts entered in this column should be identical to the approved contract Federal Share Budget and cannot be changed without prior approval by *Network*.

COLUMN 3 - ACTUAL EXPENSES THIS PERIOD: Use this column to record the actual Federal Share expenses for each line item during the Invoice period. For budgeted line items that do not have expenditures during the Invoice period, signify with -0-. For line items without an allocation, indicate N/A (does not apply) on the line item. Attach an additional sheet if further explanation for any line item(s) is necessary.

COLUMN 4 - CUMULATIVE EXPENSES TO DATE: This column is the total of all expenses paid under the contract through the current Invoice period.

COLUMN 5 - UNEXPENDED BALANCE: The amount in this column should be the difference between Column 2 (Approved Federal Share Budget) and Column 4 (Cumulative Expenses to Date). Column 2 - Column 4 = Unexpended Balance (Column 5).

SIGNATURE SECTION: Original signature of authorized accounting representative and the date must appear on the Invoice. Use a pen color other than black ink (BLUE ink is recommended) for original signature.

Revised 08/17/2010

NETWORK FOR A HEALTHY CALIFORNIA **Bi-Weekly Time Log**

Contract Name: _____

Contract #: _____

Staff Name: _____

Title/Position: _____

Hourly Rate: \$ _____

Location: _____

Month/Day		Nutrition Education Hours	Physical Activity Hours
October	1		
October	2		
October	3		
October	4		
October	5		
October	6		
October	7		
Weekly Hours			

Month/Day		Nutrition Education Hours	Physical Activity Hours
October	8		
October	9		
October	10		
October	11		
October	12		
October	13		
October	14		
Weekly Hours			

Total Weekly Hours _____ times Hourly Rate \$ _____ = Total Cost \$ _____

Staff Signature: _____

Staff Date: _____

Supervisor
Signature: _____

Supvr Date: _____

SEMI-ANNUAL CERTIFICATE OF ACTIVITY

I, (Enter Employee Name), hereby certify that 100 percent of my activities were spent working on allowable *Network for a Healthy California* activities as detailed in the FFY 20__ USDA Annual Plan.

Period #1: ☐ Oct. – March Year
FFY

Period #2: ☐ April – Sept. FFY

Position Number/Title:

Period #1 Employee Signature: _____ Date: _____

Period #1 Supervisor Signature: _____ Date: _____

Period #2 Employee Signature: _____ Date: _____

Period #2 Supervisor Signature: _____ Date: _____

***Note: Please print on your agency letterhead a copy of the Semi-Annual Certification of Program Activity Report. Have employee and supervisor sign and you must maintain a copy on file at the agency.**

III.	PROGRAM PLANNING AND RESOURCES SECTION
800	Progress Reporting

This Section includes:

- 801 Progress Reporting Overview
 - A. Semi Annual Progress Report
 - B. Annual Progress Report
- 802 Education and Administrative Reporting System (EARS)

801 Progress Reporting Overview

The *Network for a Healthy California (Network)* Local Incentive Awardee and Non-Profit Incentive Awardee contractors are required to submit Semi Annual and Annual Progress Reports describing the status of Federal Share funded Scope of Work (SOW) activities. The reports are due mid-April and mid-October. Prior to progress report deadlines, the *Network* sends contractors an e-mail notifying them of updated progress report forms and instructions available on the *Network* website (www.networkforahealthycalifornia.net) and dates and times of progress report training teleconferences. It is important that contractors read the forms and instructions carefully to ensure proper and accurate reporting.

Timely submission of progress reports is necessary to ensure continued United States Department of Agriculture (USDA) funding. Progress reports must be submitted within two weeks of the due date or by an approved extension deadline that has been requested by the contractor. Extensions are granted on an emergency case-by-case basis only and must be requested in writing. If progress reports are not submitted within two weeks of the due date or by the extension deadline, a delinquency letter will be mailed to the contractor and the *Network* will withhold the contractor's payment until progress reports are received and reviewed.

Additional information is provided below on progress report requirements. Each of the forms listed are provided in the Appendix. For questions about progress reports, contractors should contact their Program Manager.

A. Semi Annual Progress Report

The Semi Annual Progress Report reflects activities started or completed from October 1 through March 31 of each contract year. The Semi Annual Progress Report consists of:

- *Semi Annual Progress Report Form*: set of Yes/No questions on SOW progress and change in intervention sites. If there are challenges in completing the SOW or changes in intervention sites, the contractor will be required to provide more information about these items.
- *Activity Tracking Form*: designed to track and compile direct education, indirect nutrition education interventions by objective, date, type of activity, reach, etc. The data collected on this form will assist contractors in completing their progress report forms including the online Semi-Annual Activity Report and meeting Education and Administrative Reporting System (EARS) requirements. Section 802 below provides additional information about EARS. The Activity Tracking Form completed for the Semi-Annual Progress Report only covers the first six months of the contract year. Trainings are conducted via webinar multiple times throughout the year on how to record actives in the ATF.
- *Online Semi-Annual Activity Report (SAAR)*: summative report that captures activities and materials produced by each contractor. The SAAR data collected and analyzed by

the *Network's* Research and Evaluation Unit (REU) and reported to USDA to showcase community efforts to achieve *Network* goals and objective and reach the target population. The SAAR completed for the Semi-Annual Progress Report only covers the first six months of the contract year.

Semi Annual Progress Reports are due mid-April of each contract year. Semi Annual Progress Report Forms are submitted via SAAR component is completed separately as an online survey.

B. Annual Progress Report

The Annual Progress Report should be a cumulative report of the progress of the SOW from October 1 through September 30 (the entire contract year). The Annual Progress Report consists of:

- *Annual Progress Report Form*: provides an easy reference for the status of each SOW activity. A sentence or two should be provided for each activity that details progress made throughout the contract year.
- *Annual Progress Report Narrative Form*: allow contractors to write an annual success story of their program. It is required to be one page or less and should include the challenges faced, how successful change was created, what the lasting impact or change is, and what the next steps are.
- *Attachments*: deliverables based on the Evaluation column of the SOW that serves as supporting documentation that activities occurred. Attachments also allow contractors to further illustrate the wonderful things they are doing in their communities, for example, through photographs, samples of essays written by students, samples of feedback surveys, etc. Contractors should collect attachments throughout the contract year because attempting to compile such documentation at the end of the year is difficult and time consuming
- *Activity Tracking Form*: designed to track and compile direct education, indirect nutrition education interventions by objective, date, type of activity, reach, etc. The data collected on this form will assist contractors in completing their progress report forms Semi-Annual Activity Report; and meeting EARS requirements. Section 802 below provides additional information about EARS. The Activity Tracking Form completed for the Annual Progress Report only covers the last six months of the contract year. *Online SAAR*: summative report that captures activities and materials produced by each contractor. The SAAR data is collected and analyzed by the Networks REU and reported to USDA to showcase community efforts to achieve *Network* goals and objective and reach the target population. The SAAR completed for the Annual Progress Report only covers the last six months of the contract year

Annual Progress Reports are due mid-October following the completion of the Federal Fiscal Year (FFY) that is going to be reported on. Annual Progress Report Forms are submitted via SAAR

802 Education and Administrative Reporting System (EARS)

EARS is an annual report completed by Supplemental Nutrition Assistance Program (SNAP) to inform management decisions, support policy initiatives. Complete implementation of EARS began in 2010

First Year Implementation (FFY 2008)

- States are required to submit data for the expenditure section in FFY 2008: question nine (expenditures by source of funding) and question ten (expenditures by category of spending).
- The web-based reporting system will be available from October 15, 2008 to December 30, 2008.
- EARS is due by December 31, 2008.
- Food and Nutrition Service (FNS) will conduct multi-level, ongoing training to assist states with smooth implementation of EARS.

Second Year Implementation (FFY 2009)

- FNS continues multi-level trainings and technical assistance (TA). These trainings are used to address ongoing questions that emerge during implementation.
- State agencies and implementing agencies update their EARS Implementation Timeline if needed (Template 9) as part of the 2009 SNAP-Ed State Plan.
- State agencies conduct training and make needed adjustments in the state data collection processes in order to capture data for EARS.
- State agencies submit EARS data per their timeline using the web-based submission system by December 31, 2009.

Third Year Implementation (FFY 2010)

- FNS continues multi-level training and TA. These training are used to address ongoing questions that emerge during implementation.
- State agencies continue to conduct trainings and make needed adjustments in the state data collection processes in order to capture data for EARS.
- Contractors complete EARS requirements by accurate, timely submission of contractor's Activity Tracking Forms for SOW objectives.
- The *Network's* REU will streamline EARS data collection and solve issues relating to state share data collection via monthly meetings with the Operations Subcommittee EARS workgroup.
- State agencies (*Network* and *University of California - Food Stamp Nutrition Education Program*) submit all appropriate components of EARS data using the web-based submission system by December 31, 2009.
- The *Network's* REU will work with California Department of Public Health and *Network* Information Technology (IT) to obtain approval for a vendor to develop an EARS database.

Fourth Year Implementation (FFY 2011)

- Contractors complete EARS requirements by accurate, timely submission of contractor's Activity Tracking Forms for SOW objectives and state share objectives.
- The *Network's* REU will obtain approval for a vendor to develop an EARS database; work with vendor, *Network* IT, and EARS workgroup to develop and test EARS data collection system.
- The *Network's* REU will continue to streamline EARS data collection and resolve issues relating to state share data collection via meetings as needed with the EARS workgroup. More details on implementation will be shared with contractors by the *Network/USDA* as they develop. For questions about EARS, contractors should contact Alexis Narodovich, Research Associate, REU, at alexis.narodovich@cdph.ca.gov.

Network for a Healthy California **Contractor Information Form**

Exhibit F

Date Form Completed: May 20, 2011

Organization	This is the information that will appear on your contract (Standard Agreement)		
	Federal Tax ID #	95-2321055	Contract #
	Name	Capistrano Unified School District	
	Mailing Address	33122 Valle Road	
	Street Address (If Different)		
	County	Orange	
	Phone	949-234-9219	Fax 949-487-0502
	Website	capousd.org	
Contract Signatory	The Contract Signatory has authority to sign a contract		
	Name	Ron Lebs	
	Title	Deputy Supt. Business/Support	
	If address(es) are the same as the organization above, just check this box and go to Phone X <input type="checkbox"/>		
	Mailing Address		
	Street Address (If Different)		
	Phone	949-234-9211	Fax
	Email	rlebs@capousd.org	
Project Coordinator	The Project Coordinator is responsible for all of the day-to-day activities of project implementation and ensuring that all contractual requirements are met. This person will be in contact with State staff re: all programmatic, budgetary, and accounting matters for the project and will be responsible for creation and dissemination of program information.		
	Name	Carole Browne	
	Title	Supervisor	
	If address(es) are the same as the organization above, just check this box and go to Phone X <input type="checkbox"/>		
	Mailing Address		
	Street Address (If Different)		
	Phone	949-234-9219	Fax 949-487-0502
	Email	cbrowne@capousd.org	

Network for a Healthy California
Contractor Information Form

Exhibit F

Payment/Receiver	All payments are sent to this address:	
	Name	Martha Booe
	Title	Accounting Technician I
	<i>If address(es) are the same as the organization above, just check this box and go to Phone X <input type="checkbox"/></i>	
	Mailing Address	
	Street Address (If Different)	
	Phone	949-234-5341
	Fax	949-487-0502
Email	mabooe@capousd.org	
Fiscal Reporter	The Fiscal Reporter prepares Invoices and State Share Documentation Reports and is the primary contact for questions relating to these documents, as well as other fiscal documentation.	
	Name	Martha Booe
	Title	Accounting Technician I
	<i>If address(es) are the same as the organization above, just check this box and go to Phone X <input type="checkbox"/></i>	
	Mailing Address	
	Street Address (If Different)	
	Phone	949-234-5341
	Fax	949-487-0502
Email	mabooe@capousd.org	
Fiscal Signatory	The Fiscal Signatory has signature authority for Invoices and State Share Documentation Reports.	
	Name	Kristopher Pitman
	Title	Executive Director I Fiscal Services
	<i>If address(es) are the same as the organization above, just check this box and go to Phone X <input type="checkbox"/></i>	
	Mailing Address	
	Street Address (If Different)	
	Phone	949-234-9317
	Fax	
Email	krpitman@capousd.org	

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

**RESOLUTION NO. 1112-29
SIGNATURE AUTHORIZATION**

WHEREAS, the Board of Trustees of Capistrano Unified School District may legally authorize the Superintendent and specific officers of the District to sign payroll notices of employment/changes of status, time sheets, vendor orders for payments, and warrant registers;

NOW THEREFORE BE IT RESOLVED that the following personnel are and shall be so designated:

Superintendent,	Joseph M. Farley
Interim Deputy Superintendent, Business and Support Services	Robyn S. Phillips
Assistant Superintendent, Personnel Services	Jodee Brentlinger
Executive Director I, Fiscal Services	David W. Carter
Manager, Fiscal Accounting	Cynthia Brown
Manager, Payroll	Matthew Krause

BE IT FURTHER RESOLVED that a signature stamp is authorized for Joseph M. Farley, Robyn S. Phillips, and David W. Carter; and

THAT only one signature or signature stamp shall be required by this Board for processing of said documents; and

THAT the Secretary be authorized to complete the authorization of signatures and forward same to appropriate officials of Orange County.

I, Joseph M. Farley, Superintendent of Capistrano Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by said Board at a regular meeting thereof held on the 25th day of January, 2012, and passed by a ____ vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of January 2012.

Joseph M. Farley, Ed.D.
Secretary to the Board of Trustees

AUTHORIZATION OF SIGNATURES

Capistrano Unified School District

January 25, 2012

I, Lynn Hatton, Clerk of the Board of Trustees of the above named School District of Orange County, California, hereby certify that the said Board of Trustees at a regular meeting thereof, held on the 25th day of January 2012, adopted by a majority vote of said Board of Trustees, Resolution No. 1112-29 that the following named persons be authorized to sign payroll notices of employment/changes of status (NOE/CS), time sheets, vendor orders for payment and check registers as indicated, and that all previous authorization of signatures are rescinded. Resolution No. 1112-29 further states that the authorization is subject to the following provisions:

<u>Name Typed</u>	<u>Specimen Signature</u>	<u>Authorized to Sign:</u>			
		<u>Payroll</u>		<u>Vendor Payments</u>	
		<u>NOE/CS</u>	<u>Time Sheet</u>	<u>Orders</u>	<u>Registers</u>
Joseph M. Farley	_____	<u> X </u>	<u> X </u>	<u> X </u>	<u> X </u>
Robyn S. Phillips	_____	<u> X </u>	<u> X </u>	<u> X </u>	<u> X </u>
Jodee Brentlinger	_____	<u> X </u>	<u> X </u>	<u> X </u>	<u> X </u>
David W. Carter	_____	<u> X </u>	<u> X </u>	<u> X </u>	<u> X </u>
Cindy Brown	_____	<u> X </u>	<u> X </u>	<u> X </u>	<u> X </u>
Matthew Krause	_____	<u> X </u>	<u> X </u>	<u> X </u>	<u> X </u>

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of January 2012.

Lynn Hatton
Clerk

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 25, 2012
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Arndt, Kurt	Inst Asst-Sp Ed	School	04/12/2010	01/11/2012
2. Baldridge-Paul, Jennifer	IF-Sp Ed	Personal	08/30/2005	12/15/2011
3. Goldstone, Michele	Intermediate Office Asst	Retirement	01/25/1994	12/29/2011
4. Graffeo, Theresa	Inst Asst-Sp Ed	Other Employment	09/07/2011	01/19/2012
5. Lebs, Ronald	Deputy Supt, Business/Support Svcs	Other Employment	06/01/2008	01/31/2012
6. Parkman, Tyrone	Dispatcher	Retirement	08/30/1996	12/22/2011
7. Rich, Theresa	IF-Sp Ed	Relocation	04/11/2011	01/20/2012
8. Smith, Vernon	Custodian III	Retirement	01/05/1976	01/09/2012

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
9. Agrawal, Michelle	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	01/30/2012
10. Espanosa, Jeanette	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$15.52 hr	R20-3	01/26/2012
11. Fuertez, Cyrill	Presch Teacher (9.5mo/30hpw)	\$18.48 hr	R31-1	01/30/2012
12. Gerard, Margaret	Caregiver-Sp Ed (9.5mo/17.5hpw)	\$13.74 hr	R19-1	01/26/2012
13. Hamilton, Cynthia	HS Campus Supvr (9.5mo/17.5hpw)	\$15.93 hr	R25-1	01/26/2012
14. Kunert, Nicole	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	01/26/2012
15. Lund, Melissa	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	01/26/2012
16. Moran, Christine	FS Worker (9.5mo/10hpw)	\$12.14 hr	R14-1	01/26/2012
17. Moreno, Leticia	FS Worker (9.5mo/15hpw)	\$12.14 hr	R14-1	01/26/2012
18. Perez, Taian	Bilingual Clerk (10mo/17.5hpw)	\$15.93 hr	R25-1	01/26/2012
19. Zabala, Jacqueline	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	01/26/2012
20. Ziff, Christine	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	11/07/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 25, 2012
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
21. Mejia, Rebecca	BIngl Comm Svcs Liaison (9.5mo/30hpw)	\$21.34 hr	R23-15	01/26/2012

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
22. Arndt, Kurt	Inst Asst-Sp Ed	\$14.08 hr	R20-1	01/12/2012
23. Benner, Radi	Clerk	\$15.16 hr	R23-1	02/14/2012
24. Gonzales, Shari	Inst Asst	\$13.74 hr	R19-1	01/26/2012
25. Hoang, Amanda	IBI Tutor	\$15.54 hr	R24-1	01/26/2012
26. Hunt, Pamela	Inst Asst-Presch	\$14.08 hr	R20-1	09/01/2011
27. Leyva, Henry	Groundskeeper	\$16.74 hr	R27-1	01/26/2012
28. Martin, Michelle	MS Campus Supvr	\$15.16 hr	R23-1	10/18/2011
29. Nieto, Joseph	Groundskeeper	\$16.74 hr	R27-1	01/26/2012
30. Nuno, Ozzie	Custodian	\$16.33 hr	R26-1	01/26/2012
31. Pantoja, Jimmy	Custodian	\$16.33 hr	R26-1	01/26/2012
32. Parra, Michael	Custodian	\$16.33 hr	R26-1	01/26/2012
33. Ramdall, Chris	Custodian	\$16.33 hr	R26-1	01/26/2012
34. Ramirez, Porfirio	Custodian	\$16.33 hr	R26-1	01/26/2012
35. Randall, Chris	Custodian	\$16.33 hr	R26-1	01/26/2012
36. Rodriguez, Josh	Custodian	\$16.33 hr	R26-1	01/26/2012
37. Rodriguez, Justo	Custodian	\$16.33 hr	R26-1	01/26/2012
38. Wingert, Laurie	MS Campus Supvr	\$15.16 hr	R23-1	01/26/2012
	HS Campus Supvr	\$15.93 hr	R25-1	
39. Wolford, Kelly	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	01/26/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
40. Carvajal, Oscar	Student Worker	\$8.00 hr	11/18/2011- 06/30/2012
41. De La Torre, Vivian	Student Worker	\$8.00 hr	11/17/2011- 06/30/2012
42. Padilla, Crystal	Student Worker	\$8.00 hr	11/21/2011- 06/30/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 25, 2012
Classified Employees

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
43. Barbour, Sean	Wrestling, Varsity Asst	Dana Hills HS	\$2,609.00	11/21/2011-02/10/2012
44. Kinard, Caden	Basketball, Boys Asst	Capistrano Valley HS	\$2,543.00	11/21/2011-02/10/2012
45. Leslie, Lauren	Soccer, Girls Asst	San Clemente HS	\$1,200.00	11/14/2011-01/25/2012
46. Powell, Neil	Soccer, Girls Varsity Asst	Capistrano Valley HS	\$2,609.00	11/21/2011-02/10/2012
47. Romero, Manny	Soccer, Girls Varsity	Capistrano Valley HS	\$3,261.00	11/21/2011-02/10/2012
48. Schmit-Kallas, Joel	Lacrosse, Boys Varsity	Capistrano Valley HS	\$3,261.00	11/17/2011-02/10/2012
49. Sundin, Lindsey	Basketball, Girls Asst	San Clemente HS	\$3,348.04	11/14/2011-02/10/2012

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
50. Kopp, Troy	Football, Varsity Asst	San Clemente HS	\$347.80	11/14/2011
51. Sutton, James	Football, Varsity Asst	Aliso Niguel HS	\$347.80	11/12/2011
52. Utterback, Darren	Volleyball, Varsity	Capistrano Valley HS	\$362.10	11/03/2011-11/08/2011

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
53. Horn, DuWayne	Basketball, Boys Asst	San Clemente HS	\$2,000.00	11/14/2011-02/10/2012
54. Ko, Terry	Football, Asst	Aliso Niguel HS	\$3,100.00	09/01/2011-11/10/2011
55. Kraker, Dave	Football, Asst	Capistrano Valley HS	\$2,119.00	08/29/2011-11/11/2011
56. Mallon, Bryan	Basketball, Boys Asst	Capistrano Valley HS	\$2,967.00	11/21/2011-02/10/2012
57. Miles, Glen	Lacrosse, Boys Varsity Asst	San Clemente HS	\$3,000.00	09/12/2011-11/11/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 25, 2012
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
58. Toavs, Jordan	Wrestling, Asst	Dana Hills HS	\$600.00	11/07/2011- 02/10/2012

APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
59. Dearing, Linda	School Clerk II (10mo/40hpw)	\$2,761.33 mo	R25-1	01/26/2012
60. Hernandez, Jessica	Academic Advisor (10.75mo/40hpw)	\$3,534.73 mo	R35-1	01/26/2012
61. Scherer, Virginia	Elem School Clerk (10.5mo/40hpw)	\$2,830.36 mo	R26-1	01/26/2012

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
62. Bernstein, Alexandra	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	01/26/2012
63. Delmege, Suzanne	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	01/26/2012
64. Di Leo Mizejewski, Rebeca	BIngl Inst Asst (9.5mo/17.5hpw)	\$14.43 hr	R21-1	01/26/2012
65. Gartlan, Tamara	Inst Asst (9.5mo/15hpw)	\$13.74 hr	R19-1	01/26/2012
66. Geleet, Jennifer	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	01/26/2012
67. Guzman, Victor	BIngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.16 hr	R23-1	01/26/2012
68. Hamilton, Cindy	HS Campus Superv (9.5mo/17.5hpw)	\$15.93 hr	R25-1	01/26/2012
69. Johnson, Danielle	Opportunity Asst (9.5mo/15hpw)	\$15.54 hr	R24-1	01/26/2012
70. Jones, Adam	Inst Asst-Computer Lab (9.5mo/17.5hpw)	\$13.74 hr	R19-1	01/26/2012
71. Long, Shelby	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	01/26/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 25, 2012
Classified Employees

APPROVE EMPLOYMENT PENDING CLEARANCES (Cont.)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
72. Martinez, Raquel	BIngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.16 hr	R23-1	01/26/2012
73. Miller, Kimberly	Inst Asst (9.5mo/17.5hpw)	\$13.74 hr	R19-1	01/26/2012
74. Molinari, Bryn	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	01/26/2012
75. Roth, Keri	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	01/26/2012
76. Sims, Hashim	Caregiver-Sp Ed (9.5mo/35hpw)	\$13.74 hr	R19-1	01/26/2012
77. Springer, Mary	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	01/26/2012
78. VanUden, Justin	Inst Asst-Computer Lab (9.5mo/17.5hpw)	\$13.74 hr	R19-1	01/26/2012

APPROVE PROMOTION

<u>Name</u>	<u>Former Classification</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
79. Mendoza, Edgar	Custodian I (12mo/40hpw)	Custodian II (Temp/40hpw)	R28-3	11/11/2011- 11/29/2011
80. Troy, Helen	IF-Sp Ed (9.5mo/30hpw)	Personnel Asst (12mo/40hpw)	R28-1	02/06/2012

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Classification</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
81. Hawthorne, Kimberly	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/35hpw)	R22-10	01/26/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 25, 2012
Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
82. Argent, Heidi	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
83. Ayala, Nancy	Inst Asst-Presch NTE 2 hrs (Translate at Parent Conferences)	11/28/2011
84. Ayon, Shari	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
85. Beas, Estela	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
86. Becerra, Ceci	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
87. Bellah, Martha	Inst Asst-Presch NTE 1 hr (Cover for Presch Teacher release time)	10/12/2011 - 11/09/2011
88. Blanda, Isabel	Blnl Inst Asst NTE 20 hrs (Provide translation for Parent Conferences/IEP's)	11/14/2011 - 06/21/2012
89. Brierley, Nena	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
90. Cancinas, Silvia	Blnl Inst Asst NTE 2 hrs (Provide translation for IEP meeting)	12/15/2011
91. Centeno, Celina	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
92. Cervantes, Matha	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
93. Chang, Connie	Inst Asst-Presch NTE 1 hr (Cover for Presch Teacher release time)	10/12/2011 - 11/09/2011
94. Clarke, Erin	Elem Lib Media Tech NTE 2 hpw (Process books into the library)	12/05/2011 - 03/16/2012
95. Cole, Patty	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
96. Copeland, Melonie	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
97. Corner, Stacie	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
98. Diaz, Gloria	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
99. Diaz, Martha	Blnl Inst Asst NTE 3.5 hrs (Provide translation) NTE 5 hrs (Prepare materials for intervention groups) NTE 3.5 hrs (Provide translation for IEP meeting)	10/24/2011 - 11/04/2011 12/06/2011 - 06/21/2012 12/12/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 25, 2012
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
100. Duarte, Diane	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
101. Espinosa, Rita	Inst Asst-Presch NTE 4 hrs (Cover for Presch Teacher release time)	10/12/2011 - 11/09/2011
102. Flotho, Lisa	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
103. Foulds, Lori	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
104. Gaffney, Lanett	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
105. Getty, Jackie	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
106. Glesener, Patty	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
107. Gomez, Lydia	Blngl Clerk NTE 9.75 hrs (Provide translation for IEP meetings)	11/15/2011 - 11/18/2011
108. Gonzalez, Bernice	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
109. Grant, Mary	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
110. Grulkowski, Susan	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
111. Hafeman, Linda	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
112. Hamidi, Aurora	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
113. Hansen, Lisa	IF-Sp Ed NTE 3.5 hrs (Oxford students in attendance during holiday)	11/18/2011
114. Harris, Christine	MS Campus Supvr NTE 48 hrs (Supervise students during ZAP program)	10/25/2011 - 06/15/2012
115. Hayes, Natalie	Presch Teacher NTE 12 hrs (Set up Preschool Classrooms) NTE 6 hrs (Conduct Parent Conferences)	08/30/2011 - 08/31/2011 11/18/2011
116. Hopkins, Velma	Blngl Inst Asst NTE 22 hrs (Provide additional support)	12/05/2011 - 02/29/2012
117. Hunstein, Ellen	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
118. Hutton, Julie	Inst Asst-Presch NTE 5 hrs (Cover for Presch Teacher release time)	10/12/2011 - 11/09/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 25, 2012
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
119. Ibara-Cape, Amy	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
120. Jacobson, Julia	Inst Asst-Sp Ed NTE 3.5 hrs (Journey Charter School in Session)	11/18/2011
121. Jurdi, Ghada	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
122. Kebler, Quincy	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
123. Kelsey, Petah	Interpreter NTE 32 hrs (Interpret during Outdoor Science Camp)	01/17/2012- 01/20/2012
124. LaPlante, Tori	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
125. Lee, Nancy	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
126. Leslie, Becky	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
127. Levin, Ana	Inst Asst-Presch NTE 40 min (Required to stay until student was picked up) NTE 30 min (Required to stay until student was picked up)	10/04/2011- 10/05/2011 10/11/2011- 10/14/2011
128. Lopez, Laura	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
129. Mar, Araceli	Blngl Elem Sch Clerk NTE 8 hrs (Provide clerical assistance for the ASES program)	12/05/2011- 06/21/2012
130. McCulloch, Sonia	Blngl Inst Asst NTE 20 hrs (Provide translation for Parent Conferences/IEP's)	12/01/2011- 06/21/2012
131. McKeown, Sheray	Inst Asst-Presch NTE 2 hrs (Cover for Presch Teacher release time)	10/12/2011- 11/09/2011
132. Medina, Maria	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
133. Mendoza, Rosa	Inst Asst-Presch NTE 2 hrs (Cover for Presch Teacher release time)	10/12/2011- 11/09/2011
134. Miranda, Maria	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
135. Mohammadi, Lili	Inst Asst-ELD NTE 1 hr (Provide translation for IEP meeting)	11/16/2011
136. Morrow, Susi	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 25, 2012
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
137. Mueller, Tracy	Speech and Language Pathology Asst NTE 8 hrs (Speech and Language Pathology Asst)	06/24/2011
138. Muniz, Maria	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
139. Nieblas, Theresa	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
140. Noorzad, Tina	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
141. Oerth, Ziva	Inst Asst-Sp Ed NTE 2 hpw (Provide before school intervention for students)	01/09/2012- 01/27/2012
142. Orlando, Deirdre	Inst Asst NTE 5 hrs (Provide assistance with intervention)	01/09/2012- 01/27/2012
143. Orozco, Martha	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
144. Ortega, Carmen	Blngl Inst Asst NTE 20 hrs (Provide translation for Parent Conferences/IEP's)	12/01/2011- 06/21/2012
145. Poudrier, Cindy	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
146. Quinn, Olivia	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
147. Rich, Theresa	IF- Sp Ed NTE 3.5 hrs (Journey students in attendance during holiday)	11/18/2011
148. Rios, Amada	Presch Teacher NTE 35 min (Required to stay until student was picked up) NTE 6 hrs (Conduct Parent Conferences)	10/03/2011 11/18/2011
149. Robleto, Sergio	Blngl Comm Svcs Liaison NTE 45 min (Provide translation for IEP meeting)	11/15/2011
150. Romero, Magdalena	Blngl Comm Svcs Liaison NTE 60 hrs (Perform ELD Advisor duties)	09/01/2011- 06/30/2012
151. Sandino, Claudia	Blngl Comm Svcs Liaison NTE 1 hr (Provide translation for IEP meeting)	11/17/2011
152. Serrano, Carmen	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
153. Sherwood, Gini	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
154. Sullivan, Elizabeth	MS Campus Supvr NTE 48 hrs (Supervise students during ZAP program)	10/25/2011- 06/15/2012
155. Tavernetti, Carmen	Blngl Comm Svcs Liaison NTE 4 hrs (Provide translation for Parent Conference/IEP's)	11/18/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 25, 2012
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
156. Valenzuela, Tony	Inst Asst-Computer Lab NTE 2 hpw (Support in Computer Lab)	11/28/2011- 12/09/2011
157. Valles, Susan	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
158. Vargas, Estrella	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
159. White, Julia	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
160. White, Laurie	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
161. Ybarra, Gigi	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011
162. Yerena, Maricela	Presch Teacher NTE 6 hrs (Conduct Parent Conferences)	11/18/2011

**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Assignment</u>	<u>Classification Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
163. Lutjens, Marilyn	Sch Clerk I	Sch Secretary II	R29-5	10/12/2011- 11/10/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 25, 2012
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ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Bloom, Monica	Substitute Teacher	Voluntary	02/17/2011	01/05/2012
2. Ramsey, Janet	Substitute Teacher	Other Employment	10/18/2011	01/06/2012
3. Roberts, Emily	Substitute Teacher	Relocation	03/10/2010	01/03/2012
4. Thai, Ann	Substitute Teacher	Relocation	09/29/2011	01/04/2012
5. Thurlow, Ryan	Substitute Teacher	Voluntary	10/05/2011	12/09/2011
6. Vikan, Cynthia	Substitute Teacher	Other Employment	12/16/2005	01/04/2012
7. Ware, Dana	Substitute Teacher	District Initiated	11/04/2011	01/03/2012
8. Yarbrough, Valari	Substitute Teacher	District Initiated	09/02/2010	01/12/2012

APPROVE EMPLOYMENT

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
9. Baker, Emily	Teacher	\$48,312	A-1	02/06/2012
10. Harvey, Lauren	Teacher	\$48,312	A-1	02/06/2012

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

11. Alejo, Steve	15. Macy, Diana
12. Brickey, Heidi	16. Spring, Elizabeth
13. Danner, Steven	17. Troemel Jr., Ernest
14. Gray, Margaret	

APPROVE ADDITIONAL ASSIGNMENTS

ELD Advisor Duties – Multiple Sites

Not to exceed 75 hours non-instructional pay @ \$30.00 per hour
09/01/2011-06/30/2012

18. Lawbaugh, Cynthia	20. Lane, Melissa
19. Lechuga, Naomi	21. Peel, Maureen

After School Math Intervention Class – RH Dana Elem

Not to exceed 41 hours instructional pay @ \$35.00 per hour
11/30/2011-05/02/2012

22. Cooper, Laurie

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 25, 2012
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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Before School Reading Plus Program Class – RH Dana Elem
Not to exceed 2.5 hours instructional pay @ \$35.00 per hour
11/14/2011-03/01/2012

23. Christman, Meredith

24. Primer, Marina

English Intervention – Las Palmas Elem
Not to exceed 6 hours pay @ \$18.00 per hour
12/05/2011-02/29/2012

25. Marcelli, Marybel

Coordinate Sports Programs for Students – Aliso Viejo MS
Not to exceed 39 hours pay instructional pay @ \$35.00 per hour
11/01/2011-06/20/2012

26. Herbold, Keith

Observations/Visits and Collaboration/Debriefing – Aliso Viejo MS
Not to exceed 12 hours non-instructional pay @ \$30.00 per hour
10/01/2011-06/21/2012

27. Andersen, Shari
28. Anderson, Carol
29. Andrews, Megan
30. Aston, Melanie
31. Delprato, Kelly
32. Howell, L.

33. King, Brett
34. Kluck, Jane
35. Monroe, Jana
36. Page, Rachel
37. Royal, Susan
38. Woolston, Carol

After School Intervention Class – Marco Forster MS
Not to exceed 72 hours instructional pay @ \$35.00 per hour
09/07/2011-06/20/2012

39. Cady, Scott
40. Foster, Lindsey

41. Grassman, Dan
42. Rodriguez, Cathy

ACTIVATE After School Program – Shorecliffs MS
Not to exceed 35 hours instructional pay @ \$35.00 per hour
09/07/2011-06/30/2012

43. Brown, Mark

44. Doyle, LaRonda

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 25, 2012
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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

ADD Initiative Collaboration – San Juan Hills HS

Not to exceed 30 hours instructional pay @ \$35.00 per hour
09/07/2011-06/30/2012

45. Miyamoto Debra

Saturday School Proctor – Tesoro HS

Not to exceed 16 hours instructional pay @ \$35.00 per hour
11/04/2011—1/31/2012

46. Ruffer, Stacy

47. Trotter, Chad

Teach in the HSD/GED Program – Adult Education

Not to exceed 19.5 hours per week pay @ \$32.00 per hour
11/10/2011-06/22/2012

48. Vermeulen, Mary Ann

Assessment, Report Writing and IEP Attendance – Special Education

Not to exceed 24 hours pay @ hourly per diem rate
11/01/2011-11/30/2011

49. Liquori, Aimee

Attend IEP – Special Education

Not to exceed 2.5 hours non-instructional pay @ \$30.00 per hour
11/29/2011

50. Page, Rachel

52. Zuer, E'lyssa

51. Werner, Danny

Home Hospital Instruction – Special Education

Not to exceed 5 hours per week instructional pay @ \$35.00 per hour
11/07/2011-06/23/2012

53. Place, Sue

54. Schmidt, Lana

Support Preschool DIS Program – Special Education

Not to exceed 32 hours instructional pay @ \$35.00 per hour
09/19/2011-09/29/2011

55. Sternberg, Joan

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of January 25, 2012
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Site Technology Coordinator – TIS
Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
10/02/2010-06/23/2011

56. Matters, Julie

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
57. Backlin, Dai	Outdoor Education, Elementary	Tijeras Creek Elem	\$109.00 per night	05/29/2012- 06/01/2012
58. Cutkomp, Carol	Outdoor Education, Elementary	Tijeras Creek Elem	\$109.00 per night	05/29/2012- 05/01/2012
59. Gearn, Gina	Outdoor Education, Elementary	San Juan Elem	\$109.00 per night	02/07/2012- 02/10/2012
60. Gonzalez, Joann	Outdoor Education, Elementary	San Juan Elem	\$109.00 per night	02/07/2012- 02/10/2012
61. McGraffin, Jan	Outdoor Education, Elementary	RH Dana Elem	\$109.00 per night	05/29/2012- 05/30/2012
62. Morgan, Diana	Outdoor Education, Elementary	Tijeras Creek Elem	\$109.00 per night	05/29/2012- 06/01/2012
63. Norgren, Kristina	Outdoor Education, Elementary	RH Dana Elem	\$109.00 per night	05/22/2012- 05/23/2012
64. Null, Laura	Outdoor Education, Elementary	Tijeras Creek Elem	\$109.00 per night	05/29/2012- 06/01/2012
65. Smith, Laura	Outdoor Education, Elementary	Ambuehl Elem	\$109.00 per night	04/19/2012- 04/20/2012
66. Stanley, Michael	Outdoor Education, Elementary	Tijeras Creek Elem	\$109.00 per night	05/29/2012- 06/01/2012

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
67. Bailey, Jeff	Football, Varsity Asst	San Clemente HS	\$347.80	11/14/2011
68. Ruhlen, Rich	Tennis, Varsity Head	Aliso Niguel HS	\$163.05	11/03/2011- 12/01/2011
69. Westling, Wayne	Golf, Varsity Head	Aliso Niguel HS	\$163.05	10/28/2011- 11/07/2011

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 and Compliance

- | | | |
|--|--------------------------------|---------------------------------------|
| <input type="checkbox"/> Quarter #1 | July 1 to September 30, 2011 | Report due by October 31, 2011 |
| <input checked="" type="checkbox"/> Quarter #2 | October 1 to December 31, 2011 | Report due by January 31, 2012 |
| <input type="checkbox"/> Quarter #3 | January 1 to March 31, 2012 | Report due by April 30, 2012 |
| <input type="checkbox"/> Quarter #4 | April 1 to June 30, 2012 | Report due by July 31, 2012 |

Date information will be reported publicly at governing board meeting: January 25, 2012

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	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
CAHSEE Intensive Instruction & Services (High school districts only)	0		
TOTALS	0		

Print name of Superintendent: Joseph M. Farley, Ed.D.

Signature of Superintendent: _____

Date: 1/3/2012

Please submit to:

Suzie Strelecki
Senior Administrative Assistant
200 Kalmi
P.O. Box 1
(714) 966-
50

EXHIBIT 25

