

**SPECIAL EDUCATION
AGREEMENT BETWEEN DUARTE UNIFIED SCHOOL DISTRICT
AND CALIFORNIA SCHOOL OF THE ARTS—SAN GABRIEL VALLEY**

This is an agreement (“Agreement”) between Duarte Unified School District (“District”), a public school district, political subdivision of the State of California and a member of the West San Gabriel Valley Special Education Local Plan Area (“SELPA”), and California School of the Arts—San Gabriel Valley, a California nonprofit public benefit corporation that operates a public charter school known as California School of the Arts—San Gabriel Valley (“Charter School”), to set forth the responsibilities of the parties with respect to the delivery and financing of special education services to children enrolled in the Charter School. The Charter School and the District are collectively referred to as the “Parties.”

I. Recitals

- A. District is the charter granting agency of the Charter School.
- B. Charter School shall be categorized as a “public school” within the District in conformity with California Education Code section 47641, subdivision (b) for the purposes of special education.
- C. The District will serve as the Charter School’s local educational agency (“LEA”) for the purposes of special education, and as such must take steps to ensure that all children with disabilities enrolled in the Charter School receive special education and related services in conformity with their individualized education program (“IEP”) and in compliance with the Individuals with Disabilities Education Act (IDEA 2004) (20 U.S.C. § 1400 *et seq.*), its implementing regulations and all applicable state and federal law. (Ed. Code, § 47646(a)).
- D. This Agreement has the purpose of clarifying the roles and responsibilities of the Parties with regard to students who are enrolled and attend the Charter School and are, or may be, eligible for special education and related services under the IDEA 2004.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Charter School and the District do hereby agree as follows:

II. Designated Representatives

The District’s designated representative shall be the Superintendent or designee who shall have the authority to act on behalf of the District, except to the extent action by the Governing Board of the District is legally required. The Charter School’s designated representative shall be the Executive Director who shall have the authority to act on behalf of the Charter School, except to the extent action by the Governing Board of the Charter School is legally required. This entire Agreement is subject to approval by the governing boards of the Charter School and District.

III. Term

The Parties shall review the terms of this Agreement annually and, by April 15 of each year, present proposed revisions to the Agreement. If the Parties cannot agree to the proposed revisions by April 30 of that year, then the existing Agreement will continue in effect until mutually modified or otherwise terminated in accordance with the terms of this Agreement. Nothing in this Section shall prevent either party from suggesting, proposing or agreeing to a revision to the Agreement at any time during the year.

The term of the Agreement shall be coterminous with the term of the Charter.

IV. Nondiscrimination in Admissions

All students will have access to the Charter School and no student shall be denied admission due to his or her disability. (20 U.S.C. § 1412(a)(2); Ed. Code, § 47605(d)(1)).

V. Section 504 and the ADA

The parties agree that this Agreement is intended to address the responsibilities of the parties with respect to the provision and financing of special education services under the IDEA 2004 and does not cover services or accommodations required under Section 504 of the Rehabilitation Act of 1973 (“Section 504”), nor under the Americans with Disabilities Act (“ADA”). The Charter School shall be solely responsible, at its own expense, for compliance with Section 504 and the ADA, and shall follow the District’s policies and utilize District forms for compliance with Section 504, except as otherwise provided by alternate agreement between the Parties. (See Charter Facilities Agreement concerning ADA and facilities issues).

VI. Special Education Funding

The Charter School shall pay the District for special education services as provided herein by: (A) the District shall retain all state and federal special education funding allocated for Charter School students; and (B) the Charter School shall pay the District directly for any and all additional costs of special education and related services that exceed state and federal special education funding allocated for Charter School students.

A. **Retention of Special Education Funds by the District.** The Charter School, which has proposed to be a public school of the District for special education purposes, shall participate in state and federal funding in the same manner as any other public school of the District. The Parties agree that, pursuant to the division of responsibilities set forth in this Agreement and the provisions of the Charter, the District has agreed to provide special education services for the Charter School, in a manner similar to the services it provides eligible students at its other public schools. Consistent

with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students.

- B. **Payment For Special Education Services.** The Charter School shall pay the District directly for any and all additional costs of special education and related services required to serve Charter School students that exceed state and federal special education funding retained by the District for Charter School students. The District, in consultation with the SELPA, shall determine what special education and related services are required to serve Charter School students, and such services may include, but are not limited to, residential placement costs, due process costs including any remedies that may result from due process, and staff costs including costs of a Special Education Coordinator and Resource Specialist(s) on the basis set forth in the Charter and herein. The District shall invoice the Charter School for any and all special education costs that exceed retained special education funds, and the Charter School shall pay the District within 30 days of receipt of such invoice.

The Charter School shall be deemed to have contributed an equitable share of its charter school Local Control Funding Formula (LCFF) funding to support districtwide special education instruction and services, including, but not limited to, special education instruction and services for pupils with disabilities enrolled in the Charter School.

VII. Provision of Special Education and Related Services

A. General Provisions

1. **Intent of the Parties.** The Charter School and the District intend to jointly ensure that all students with disabilities who attend the Charter School are provided a free appropriate public education (“FAPE”) in compliance with the IDEA 2004 (20 U.S.C. § 1400 *et seq.*) and California Education Code section 56000 *et seq.*
2. **Provision of Services.** A child with disabilities attending the Charter School shall receive special education and related services in the same manner as a child with disabilities who attends another public school of the District. (Ed. Code, § 56145.)
3. **Division and Coordination of Responsibility.** Except as more particularly provided herein, the District and the Charter School agree to allocate responsibility for the provision of services in a manner consistent with their allocation between the District and its local public school sites, and shall allocate responsibility in conformity with applicable state and federal law. Where particular services are generally provided by staff at the local school site level, the Charter School, subject to District approval, may provide

staff and programming. Where particular services are provided to the school by the central district office, those services will be made available to the Charter School in a similar fashion, subject to the District's duty to bargain with employees' exclusive bargaining representatives. All special education and related services must be provided by qualified personnel meeting state certification, licensing, registration or other applicable requirements. (34 C.F.R. §§ 300.18 and 300.34.)

(a) District Staff.

Except as otherwise provided herein, the District is responsible for screening, employing and evaluating special education certificated and classified staff for the Charter School, as it does for other District schools. The terms and conditions of employment for such employees are established by the pertinent employee organizations and labor agreements, and any modifications to working conditions are subject to collective bargaining by their respective associations with the District. The District understands, however, that it is contracting to provide a service to the Charter School and shall work cooperatively with the Charter School Administration when evaluating, selecting and transferring special education staff members and bargaining with the pertinent employee organizations. The District further agrees to consult in good faith with the Charter School with respect to special education staff members assigned to the Charter School, so as to obtain staff members who are a good fit, and to take appropriate actions with respect to staff members who are not performing in a satisfactory manner.

(b) Charter School Staff.

As provided in the Charter, as long as the Charter School has a student enrollment of 600 or more students, Charter School may choose to hire a Special Education Coordinator. The District will reimburse the Charter School, quarterly, from retained special education funds to the extent available, for the costs of such Special Education Coordinator, including salary and benefits.

As provided in the Charter, as long as the Charter School has a student enrollment of 600 or more students, Charter School may choose to hire one or more qualified Resource Specialists to provide special education services to Charter School students. District will reimburse the Charter School,

quarterly, from retained special education funds to the extent available, for the costs of such Resource Specialist(s), including salary and benefits. Charter School may be reimbursed from retained special education funds to the extent available for the costs of one full-time equivalent (“FTE”) Resource Specialist without regard to how many Charter School students require the services of a Resource Specialist, and for additional FTE or portions thereof on the basis of a Resource Specialist caseload of 28 students. (E.g., should Charter School enroll 42 students with IEPs requiring Resource Specialist services, the District will reimburse Charter School from retained special education funds to the extent available for the costs of 1.5 FTE.)

Charter School shall inform the District in writing, on or before March 1 of each year, if the Charter School determines it does not want to employ a Special Education Coordinator and/or Resource Specialist(s) for the following school year. Should the Charter School not inform the District in writing of such a decision, the Charter School shall be responsible for the hiring and employment of such individuals for the following school year.

Any Special Education Coordinator and Resource Specialist(s) employed by Charter School shall provide all services in compliance with the District’s policies for the provision of special education services, including following the District’s record-keeping and documentation practices.

To the extent Charter School desires to staff at a higher level, such staffing shall be at its own sole expense unless otherwise agreed by the District due to special circumstances. For example, Charter School may employ and designate, at its own sole expense, a special education liaison to work with District staff on all special education matters.

The District shall retain ultimate authority over the manner in which special education services are to be provided. However, the Charter School shall be responsible for screening, employing and evaluating all Charter School staff, including ensuring all special education and related services provided by Charter School staff are provided by qualified personnel meeting state certification, licensing, registration or other applicable requirements. (34 C.F.R. §§ 300.18 and 300.34.)

4. **Days of Service.** District special education personnel assigned to the Charter School shall be subject to the same length of day, year, and calendar as that of the Charter School's certificated and classified staff respectively.
5. **Contracts with Non-District Providers.** During the term of this Agreement, the Charter School shall not contract with or recommend any outside person or agency for the provision of special education and/or related services to Charter School students without the prior written approval of the District. Moreover, any such contracts may only be entered into with nonpublic schools or agencies properly certified by the state of California.
6. **Student Records.** The Charter School is responsible for requesting and obtaining the cumulative files, prior and/or current IEPs and other special education information on any student enrolling from a non-District school. When any special education student enrolls in the Charter School the student's IEP must be provided to the District within two school days of receipt. The District will create a student record and assign a case manager and service providers in accordance to the student's IEP. The Charter School shall forward, as required, copies of all such information to the District. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the Parent/Guardian.
7. **Notice of Procedural Safeguards.** The Charter School shall provide the Parent/Guardian with a copy of the Notice of Procedural Safeguards used by the SELPA one (1) time a year, except that a copy also shall be given by the Charter School to the Parent/Guardian: upon the initial referral or parental request for evaluation; upon the receipt of the first due process hearing complaint; upon receipt of the first state complaint in a school year; upon request by Parent/Guardian; and in accordance with the discipline procedures in 34 C.F.R. § 300.530(h). (20 U.S.C. § 1415(d)(1); 34 C.F.R. § 300.504; Ed. Code, §§ 56301, 56321, 56500.3(k) and 56506).
8. **Training.** The District shall provide training to Charter School general education and special education staff in a manner consistent with such training provided to other schools in the District. Charter School staff shall be required to attend to the same degree as District staff holding equivalent positions are required to attend such training, unless the District specifically

excuses the Charter School staff in writing from participation in a particular training. If the Charter School desires training beyond what is normally provided it will be done at the Charter School's sole expense.

B. Enrollment, Identification and Evaluation

1. **Enrollment Information.** The Charter School shall include on its enrollment form(s) a question regarding whether the student seeking to enroll in the Charter School is, or may be, a student eligible for special education and related services. On the same form, the Charter School shall state that the information is for planning purposes only and that no student will be denied admission on the basis of his or her disability. The District shall provide the Charter School with a list of special education students enrolled in the Charter School at the beginning of each school year and shall update the list on a quarterly basis. The Charter School shall provide the District with information pertaining to newly enrolled students who may qualify for special education and related services, and a list of all special education students who disenroll from the Charter School, and inform the District of any corrections that it may discover that should be made to the District-provided list specified herein at the beginning of each school year and shall update that information on a quarterly basis.
2. **Identification and Referral.** The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education and related services. The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. Students with disabilities become students at Charter School by following the admissions procedures for the school. If the number of pupils who wish to attend the charter school exceeds the school's capacity, admission shall be determined according to the procedures specified in the charter petition. A pupil shall be referred for possible special education services only after the resources of the general education program have been considered and where appropriately utilized. (Ed. Code § 56303).

The Charter School shall implement the student study team ("SST") process that is utilized by the District. The Charter School's internal method for referral for assessment will be the SST. Any other internal procedures used by the Charter School to identify and refer students who may have exceptional needs shall

be in accordance with federal and California law and District policy. The parent of any student suspected of needing or qualifying for special education services may also make a referral for an evaluation. Any such referrals will be responded to in writing by the Charter School within 15 days. The Charter School shall notify the District (where applicable according to SELPA policies) of the assessment request within 5 days of receipt. The Charter School shall inform Parents/Guardians that special education and related services are provided at no cost to them.

3. **Assessment.** District staff shall conduct all necessary special education assessments of Charter School students, including initial assessments, annual assessments, and triennial assessments. All such assessments will be timely conducted by qualified personnel and comply with state and federal law and regulations. (20 U.S.C. § 1414(a)-(c); 34 C.F.R. § 300.304; Ed. Code, §§ 56302.1, 56320 and 56381; Cal. Code Regs., tit. 5, § 3023). No assessment or reassessment may be conducted without the written consent of the Parent/Guardian, which the Charter School shall work to obtain and provide to the District in accordance with SELPA policies. (20 U.S.C. § 1414(a)(1)(D) and 1414(c); 34 C.F.R. 300.300; Ed. Code, § 56321). The Charter School shall be responsible for gathering and sharing pertinent information for assessment with the District.

If a Parent/Guardian refuses to consent to an assessment or fails to respond to a request to provide consent to an assessment that the District or the Charter School believes is required to provide a Charter School student with FAPE, the Charter School shall immediately notify the District in writing.

If a parent, or a Charter School or District staff member, feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to the Charter School, which shall then forward such written notice to the District within two (2) school days.

The Charter School shall not agree to or refer its students for independent educational evaluations without prior written approval of the District. Should the Charter School conduct a unilateral independent educational assessment of a student without the prior written approval of the District, the Charter School shall be solely responsible for the costs of said assessment.

4. **Transfer Students.** For students with a current IEP who transfer from a school within the state, either from a district in or outside

the SELPA, or from outside the state, the Charter School must comply with applicable state and federal law and regulations. (20 U.S.C. § 1414 (d)(2)(c); 34 C.F.R. § 300.323; Ed. Code, § 56325).

The Charter School shall notify the District immediately in writing of students who may fall into this category. An IEP meeting will be convened within 30 days to review the existing IEP, discuss the student's present levels of performance and needs, and offer an appropriate placement and services. The District will help determine the appropriate educational program for the student and provide consultative assistance to the Charter School to help transition such students. Prior to such meeting and pending agreement on a new IEP, the Charter School shall work with the District to implement the existing IEP at the Charter School or as otherwise agreed by the Parent/Guardian.

C. **Individualized Education Programs (IEPs)**

1. **IEP Team Membership.** IEP team membership shall be in compliance with state and federal law and regulations and shall include a designated representative of the Charter School and a designated representative of the District. (20 U.S.C. § 1414(d)(1)(B); 34 C.F.R. 300.321; Ed. Code, § 56341(b)).
2. **IEP Meetings.** Responsibility for arranging necessary IEP meetings shall be allocated in accordance with the District's general practice and procedure and applicable law. The Charter School shall be responsible for having at the IEP meetings the required and appropriate representatives of the Charter School and shall be responsible for timely participation as required by law, including yearly to review the student's progress and make any necessary changes, every three years to review the results of a mandatory comprehensive reevaluation of the student's progress, after the student has received a formal assessment or reassessment, when a parent or teacher feels the student has demonstrated significant educational growth or lack of anticipated progress (consistent with state and federal law, IEP meetings will be held within 30 days of a parent's request not including school vacations greater than five days), when an Individual Transition Plan (ITP) is required at the appropriate age, or when the Charter School seeks to suspend or remove the student for a period of 10 days or more for the same behavior, in order to determine if the student's misconduct was a manifestation of his/her disability. The District will be responsible for having, at the IEP meetings, special education staff of the District, if applicable. The Charter School may not agree to excuse its representative without meeting the applicable state and federal law and regulations and obtaining prior

written consent of the District and parents. (20 U.S.C. § 1414 (d)(1)(c); 34 C.F.R. § 300.321(e); Ed. Code § 56341).

3. **IEP Contents.** The Charter School shall use the District/SELPA forms to complete its IEPs, including use of the Special Education Information System (SEIS) used by the District for online management and storage of IEPs, and shall include all of the information required by state and federal law and regulations. (20 U.S.C. § 1414(d)(1)(A); 34 C.F.R. § 300.320; Ed. Code, § 56345). The Charter School shall actively participate in all aspects of the IEP to enable the student to be successful.
4. **Parental Consent to the IEP.** The District and the Charter School may not implement an IEP to which a Parent/Guardian does not provide written consent. If a Parent/Guardian consents in writing to only part of an IEP, the District and Charter School must implement those portions of the IEP to which the Parent/Guardian consented so as not to delay providing instruction to the student. (Ed. Code, § 56346 (e)). Notification of the other party is required any time the District or the Charter School discovers a Parent/Guardian refuses to consent to any portion of an IEP.

D. **Program and Services**

1. **Eligibility and Placement.** Decisions regarding eligibility, goals/objectives, program, placement, services and exit from special education shall be the decision of the IEP team. Services and placement shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District, the SELPA and applicable law and regulations. Whenever the Charter School takes, proposes or refuses to initiate or change the identification, evaluation or educational placement of a Charter School student or the provision of a FAPE to a Charter School student, the Charter School must, in consultation with the District, provide the Parent/Guardian with prior written notice of such action. (34 C.F.R. § 300.503).

In the event that either Party believes that placement in a District program, as opposed to a Charter School program is necessary to provide a student with a FAPE, such placement shall only be made by an IEP team which shall include representatives of the Charter School and the District. If the Charter School program is no longer appropriate for the student, the Charter School will hold an IEP meeting with a District representative.

In the event of a dispute between the Charter School and the District regarding eligibility, goals and objectives, placement,

and/or services, the District shall be obligated to make the appropriate recommendation regarding offering the student a FAPE.

2. **Independent Study.** No Charter School student eligible for special education and related services may participate in independent study, unless his or her IEP provides for such participation and such program is consistent with the Charter. The determination regarding the appropriateness of independent study for a particular student shall be made by the IEP team. (Ed. Code § 51745 (c)).
3. **Referral to Nonpublic Schools, Nonpublic Agencies or Private Schools.** The Charter School shall not make referrals for placement at nonpublic schools, private schools or residential placements or referrals for services by a nonpublic agency without consultation with and prior written approval of the District. If a parent unilaterally places a student at a nonpublic school, nonpublic agency, private school or in a residential placement, the Charter School shall immediately notify the District in writing upon learning such information.
4. **Transition Services.** The District and the Charter School shall jointly ensure the provision of appropriate transition services to Charter School students in the same manner they are provided to other eligible students in the District. (20 U.S.C. § 1414(d)(1)(A)(VIII); 34 C.F.R. § 300.43, 300.320(b), 300.321(b) and 300.324(c); Ed. Code § 56345.1).
5. **Transportation.** The District shall provide transportation to any Charter School student if required by that student's IEP. The Charter School shall not provide special education transportation to its students, unless the parties agree otherwise in writing. All special education transportation shall be provided in the same manner it is provided to other eligible students in the District.
6. **Contracted Services.** If needed due to limited special education staff, the District may seek out contracts with other school districts, or companies, or organizations to serve Charter School students. The Charter School shall assist the District in procuring such services as necessary.

VIII. Discipline of Special Education Students

- A. **Suspension and Expulsion.** The Charter School shall have discipline policies that comply with all applicable portions of the California Education Code and 34 C.F.R. §§ 300.530 through 300.536. The Charter School shall provide a copy of such policies to the District. These include,

but are not limited to policies regarding suspension, expulsion, conducting functional behavioral assessments, drafting and reviewing behavior intervention plans, and conducting manifestation determination reviews, which shall be done by the Charter School in consultation with the District.

The Charter school shall maintain copies in student files of all correspondence, including emails, between the Charter School and parents relating to student discipline and special services, including any requests for services, inquiries, referrals, and responses.

The Charter School shall notify the District Director of Special Education, or designee, of every special education student who is suspended for more than ten (10) days in any school year that is recommended for expulsion, and/or is expelled by providing a copy of the suspension/expulsion notice at the same time it is provided to the parent.

The Charter School shall comply and cooperate with directions from the District Director of Special Education, or designee, regarding procedures and student rights.

IX. Complaints and Dispute Resolution

- A. **Parent Concerns.** It is the intended goal of both the District and the Charter School to handle parent concerns at the school level, if possible. Charter School shall inform the designated representative of the District of any parent concerns regarding special education needs or services as soon as is practicable, but no later than within five business days of being informed of the concern. Parental concerns that cannot be resolved at the school level will be referred for resolution to the appropriate District personnel. The District representative, in consultation with the Charter School's representative as necessary, shall respond to, and address the parent/guardian concern in conformity with applicable state and federal law and regulations.
- B. **Complaints.** In consultation with the Charter School, the District shall address/respond to/investigate public complaints involving certificated special education staff in accordance with the terms of the applicable collective bargaining agreement. The Charter School shall cooperate fully with reasonable requests from the District for information and documentation related to such complaints. The Parties recognize that complaints regarding employees will be processed by the employee's employer, in accordance with applicable collective bargaining agreements, policies and regulations. Parents or guardians also have the right to file a complaint with the District and/or the California State Department of Education if they believe that the Charter School has violated federal or state laws or regulations governing special education, and the Charter

School shall be solely responsible for such complaints and for any and all corrective action as may be set forth by the California State Department of Education.

- C. **Due Process Hearings.** In consultation with the Charter School, the District may initiate a due process hearing or request for mediation with respect to a Charter School student, if the District determines it is legally necessary to meet the District's responsibilities under federal and state law and regulations. The Charter School agrees to cooperate fully with the District in such a proceeding.

The District and Charter School shall work together to defend any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal representation is needed, the Charter School agrees that it shall be jointly represented by District's legal counsel, unless there is a conflict of interest. If the Charter School needs or elects to utilize separate legal counsel, the Charter School shall be solely responsible for the fees and costs of the Charter School's separate legal counsel.

The District shall have sole discretion to settle any matter in mediation or due process, and to decide whether to file an appeal from a due process hearing decision or take other legal action involving any Charter School student necessary to protect its rights. A representative of the Charter School shall attend all mediations and hearings regarding Charter School students.

X. SELPA Activities and Meetings

The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the need of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc., shall be communicated to the Charter School as they are to all other schools within the District, and shall take place monthly between the Charter School and the District Director of Special Education. To the extent that District site staff has the opportunity to participate in committee meetings of the SELPA as representatives of the District, such opportunities shall be made available to Charter School staff.

XI. SELPA Requirements

The Charter School agrees to adhere to the policies and requirements of the Local Plan for Special Education and to District policies regarding services to special education students.

XII. Cost Containment Efforts

Charter School and District acknowledge the importance of containing the costs of providing special education services to individual students so that these costs

do not exceed the amount the District would normally expend if the student being served were attending a District school. Accordingly, Charter School agrees to fully cooperate with the District in order to achieve cost efficiencies.

XIII. Indemnification and Insurance

The District agrees to defend and indemnify the Charter School from any and all claims, actions or lawsuits brought against the Charter School on behalf of students or former students, based upon allegations that the acts, omissions, negligence or intentional misconduct of District personnel deprived the student or former student of a Free and Appropriate Public Education in violation of state or federal law.

Charter School agrees to defend and indemnify the District from any and all claims, actions or lawsuits brought against the District on behalf of students or former students, based upon allegations that the acts, omissions, negligence or intentional misconduct of Charter School personnel deprived the student or former student of a Free and Appropriate Public Education in violation of state or federal law.

Except as otherwise agreed herein, the Charter School and District agree that all the terms and conditions of the Charter approved by the District regarding indemnification, insurance and risk management, apply to and are incorporated into this Special Education Agreement.

XIV. Change of SELPAs

- A. In the event either Party terminates this Agreement and the Charter School becomes its own LEA and/or joins a new SELPA, the District will take all actions necessary of it to facilitate the change, including, but not limited to, providing information and documentation to the State of California and the Charter School's new SELPA.
- B. In the event either Party terminates this Agreement and the Charter School becomes its own LEA and/or joins a new SELPA, the District agrees that it will direct all queries about the Charter School's special education program or services to the Charter School and/or the Charter School's new SELPA.

XV. Miscellaneous Provisions

- A. **Venue.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties shall be governed by the laws of the state of California, and venue shall lie only in Los Angeles County Superior Court.
- B. **Mediation/Arbitration.** Should any disputes arise under this Agreement, the Parties will submit the dispute to mediation. Either Party may initiate

the mediation process by sending a written demand to the other Party to mediate the dispute. Within ten days, the Parties shall jointly agree upon a mediator. Mediation shall occur within thirty days of service of the written demand. If mediation does not occur within the required time period, if the Parties are unable to agree upon a mediator, or if the mediation is unsuccessful, the Parties shall submit the dispute to binding arbitration. Either Party may commence the arbitration process by submitting a written demand to arbitrate to the other Party. The Parties shall mutually agree upon an arbitrator within ten days of service of the written demand to arbitrate. If the Parties cannot agree upon an arbitrator, the dispute shall be submitted to JAMS Arbitration which shall appoint an arbitrator and the arbitration shall be conducted in compliance with JAMS' arbitration rules.

- C. **Modifications.** No modifications, amendments, changes, or variations of any kind to this Agreement are authorized without written consent, evidenced by execution of an amendment by an authorized representative of the District.
- D. **Interpretation.** The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
- E. **Integrated Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. Each of the parties acknowledges that no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty. This Agreement does not affect any labor agreements between the District and its recognized employee organizations.
- F. **Non-Assignability.** This Agreement may not be assigned by either party.
- G. **Binding Effect.** This Agreement is binding upon the successors and assigns of the parties, subject to the non-assignability restrictions set forth in subsection E above.
- H. **Survival of Covenants.** Notwithstanding termination of the Agreement, the indemnification provisions shall survive and be fully enforceable.

I. **Notices.** All notices required by this Agreement may be sent by United States mail; postage pre-paid, to the parties as follows:

If to the District: Duarte Unified School District
1620 Huntington Ave.
Duarte, CA 91010
Attn: Superintendent

If to the Charter School: California School of the Arts—San Gabriel Valley
[insert address]
Attn: Executive Director

Any notices required by this Agreement sent by facsimile transmission or electronic mail shall be considered received on the business day they are sent, provided they are sent during in the receiving party’s business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement. This Agreement may be signed in counterpart such that the signatures may appear on the separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

DUARTE UNIFIED
SCHOOL DISTRICT

CALIFORNIA SCHOOL OF THE ARTS—
SAN GABRIEL VALLEY

By: _____

By: _____

Date: _____

Date: _____