

REVISED

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

BOARD OF TRUSTEES
Regular Meeting

March 23, 2016

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

AGENDA

CLOSED SESSION AT 5:30 P.M.

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

A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
(Pursuant to Government Code § 54957)

EXHIBIT A

B. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Mark Miller
Attorney: Ernest Bell
Significant Exposure to Litigation—Two Cases: Student Complaints
(Pursuant to Government Code § 54956.9)

EXHIBIT B-1
EXHIBIT B-2

C. CONFERENCE WITH LABOR NEGOTIATORS
Kirsten M. Vital/Clark Hampton
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)

EXHIBIT C

D. STUDENT EXPULSIONS
Deliberations of Findings of Fact and Recommendations
(Pursuant to Education Code § 48918{c} and § 35145)

EXHIBIT D-1
EXHIBIT D-2
EXHIBIT D-3

PUBLIC HEARINGS:

Agenda Item 1: Resolution No. 1516-41, Convey an Easement to the City of San Clemente for Verde Park
Agenda Item 2: Resolution No. 1516-44, an Increase in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code § 17620 and Government Code § 65995

RECORDING OF SCHOOL BOARD MEETINGS

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

OPEN SESSION AT 7:00 P.M.

CALL TO ORDER – ROLL CALL

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

Celebration of Employee Anniversaries:

20 Years of Service

Jesus Becerra, Principal

Deni Christensen, Principal

Lisa Alizadeh, Teacher

Marla Andre, Teacher

Laurie Asakowicz, Teacher

Deanna Bleidistel, Teacher

Mary Blenkle, Teacher

Brenda Bolla, TOSA

Mark Boncuk, Teacher

Avonnette Bruce, Teacher

Jennifer Burkhardt, Teacher

Robbin Carter, Teacher

Patti Clark, Teacher

Brenda Dahlgren, Teacher

Angela Darnell-Petersen, Teacher

Bradley Davis, Teacher

Tom Desiano, Teacher

Mariella Rhodes, Teacher

Dana Ramirez, Manager IV, Fiscal Services

Extra Miler:

To recognize Alexander Triestman, an Aliso Niguel High School student for founding Brickshare and his commitment to serving children. The District is recognizing Alexander as an “Extra Miler”.

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

1. PUBLIC HEARING: RESOLUTION NO. 1516-41 TO CONVEY AN EASEMENT TO THE CITY OF SAN CLEMENTE FOR VERDE PARK: INFORMATION/ DISCUSSION

The Board will conduct a public hearing on adopting Resolution No. 1516-41, to convey an easement to the City of San Clemente for Verde Park on a portion of property owned by the District located at 189 Avenida La Cuesta, San Clemente, CA 92672 and 700 Avenida Pico, San Clemente, CA 92673 pursuant to Education Code § 17556 *et seq.* in order for the City to install and maintain landscaping, hardscaping, vegetation, irrigation and related improvements consistent with use as a public park. Supporting documentation information is located in Exhibit 22.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

Contact: Clark Hampton, Deputy Superintendent, Business and Support 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.

2. **PUBLIC HEARING: RESOLUTION NO. 1516-44, AN INCREASE IN STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL CONSTRUCTION PURSUANT TO EDUCATION CODE § 17620 AND GOVERNMENT CODE § 65995:** INFORMATION/ DISCUSSION

The Board will conduct a public hearing on adopting Resolution No. 1516-44, An Increase in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code § 17620 and Government Code § 65995. Support information is located in Exhibit 23.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

Contact: Clark Hampton, Deputy Superintendent, Business and Support 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.

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.

BUSINESS AND SUPPORT SERVICES

3. **AMERICAN RED CROSS SHELTER AGREEMENT:**

Approval of the American Red Cross Shelter Agreement to permit the American Red Cross to use District facilities on a temporary basis as an emergency public shelter during a disaster. The agreement is valid until termination is requested, and ends 30 days after written notice by either party. All costs incurred will be reimbursed by the American Red Cross. There is no financial impact.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

4. **ARCHITECTURAL AND RELATED SERVICES AGREEMENT-WLC ARCHITECTS, INCORPORATED – OSO GRANDE ELEMENTARY SCHOOL SHADE STRUCTURE:**

Approval of the Agreement for Architectural and Related Services with WLC Architects, Incorporated to provide services related to the design and construction of a shade structure and associated site work at Oso Grande Elementary School to provide additional shade for students during recess while they play. The fixed fee for basic services is \$30,000 plus reimbursable expenses in the amount of \$3,866 as detailed in the Agreement. Due to the size of the Agreement for Architectural and Related Services, it will be posted online in the District Board Agendas and Supporting Documentation page. This project is funded by Developer Fees.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

Page 1

EXHIBIT 3

5. **AWARD BID NO. 1516-17, EXTERIOR PAINT AT WOOD CANYON ELEMENTARY SCHOOL – PIANA CONSTRUCTION & PAINTING INC.:** Page 6
EXHIBIT 5
Approval of the Award of Bid No. 1516-17, Wood Canyon Elementary School Exterior Painting, to Piana Construction & Painting Inc. On December 9, 2015, the Board of Trustees authorized staff to advertise for bids for exterior painting of Wood Canyon Elementary School. Thirteen bids were received and opened on March 1, 2016, which are listed in Exhibit A. The bidder offering the lowest base price was used to determine the lowest responsive bidder. Piana Construction & Painting Inc. was the lowest responsive bidder at \$66,700. The project will be funded by deferred maintenance.
CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
6. **AWARD BID NO. 1516-18, EXTERIOR PAINT AT VIEJO ELEMENTARY SCHOOL – IGOR BERNIK DBA SIGNATURE PAINTING:** Page 20
EXHIBIT 6
Approval of the Award of Bid No. 1516-18, Viejo Elementary School Exterior Painting, to Igor Bernik DBA Signature Painting. On December 9, 2015, the Board of Trustees authorized staff to advertise for bids for exterior painting of Viejo Elementary School. Fourteen bids were received and opened on February 23, 2016, which are listed in Exhibit A. The bidder offering the lowest base price was used to determine the lowest responsive bidder. Signature Painting was the lowest responsive bidder at \$27,000. The project will be funded by deferred maintenance.
CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
7. **DONATION OF FUNDS AND EQUIPMENT:** Page 34
EXHIBIT 7
Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$275,845.26 in cash. These funds will be deposited in the appropriate school accounts. Items other than cash have no financial impact on the budget. The District does not guarantee maintenance of items or the expenditure of any District funds for continued use.
CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
8. **FINAL ACCEPTANCE AND FILING OF NOTICE OF COMPLETION FOR BID NO. 1516-09, NEWHART MIDDLE SCHOOL HVAC REPLACEMENT – NKS MECHANICAL CONTRACTING INCORPORATED:** Page 36
EXHIBIT 8
Approval of the Final Acceptance and filing of the Notice of Completion for Bid No. 1516-09, Newhart Middle School HVAC Replacement. In order to obtain legal protection from undisclosed and unknown potential lien claimants, Notice of Completion is required. All work has been inspected and completed to the satisfaction of staff. Funded by Mission Viejo Redevelopment Successor Agency funds.
CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

9. **INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE, AND MASTER CONTRACT AGREEMENTS:** Page 37
EXHIBIT 9
- Approval of the District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements. The expenditures related to the listed agreements were previously authorized as part of the District’s budget approval process. The exhibit shows two new agreements totaling \$19,956.26, one extension to an existing agreement totaling \$8,000, two extension ratifications to existing agreements totaling \$83,000, four amendments to existing agreements totaling \$131,360 and one amendment ratification to an existing agreement totaling \$25,000. Due to the size of the contract documents, the General Conditions for each type of agreement are posted online on the District’s Board Agendas and Supporting Documentation page.
- CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.*
- CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.*
- CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.*
- Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
10. **SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION:**
- Approval of the ratification of special education Informal Dispute Resolution Case #20160209. Due to the confidential nature of the Agreement, supporting information is provided to Trustees under separate cover. There is no financial impact.
- CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.*
- Contact: Mark Miller, Assistant Superintendent, SELPA, Special Education Services*
11. **PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:** Page 162
EXHIBIT 11
- Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District’s budget approval process. The purchase orders total \$838,679.21 and the commercial warrants total \$11,348,198.85. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings. Attachment 4 is a list of previously Board-approved warrants, by vendor, exceeding \$250,000.
- CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.*
- Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
12. **RESOLUTION NO. 1516-42, STATE ALLOCATION BOARD AND SCHOOL FACILITY PROGRAM BEYOND BOND AUTHORITY ACKNOWLEDGMENT:** Page 203
EXHIBIT 12
- Approval of Resolution No. 1516-42, State Allocation Board and School Facility Program Beyond Bond Authority Acknowledgment. The School Facility Program is currently accepting applications to be placed on the “Acknowledged List” for potential funding at a future date. The District intends to file applications for funding under the School Facility Program. Should the November 2016 bond initiative pass, the District could potentially receive funding from the School Facility Program for the projects that are submitted and “acknowledged”. Participation in the School

Facility Program requires that the Board of Trustees approve this Resolution as an acknowledgment by the Board of Trustees that the School Facility Program is currently beyond bonding authority and does not guarantee funding will be available in the future, or if funding is available, the projects will be eligible for funding. There is no financial impact.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

13. RESOLUTION NO. 1516-43, AUTHORIZATION TO SIGN APPLICATIONS AND ASSOCIATED DOCUMENTS AND SUPPORT OF APPLICATIONS FOR ELIGIBILITY DETERMINATION AND FUNDING: Page 205
EXHIBIT 13

Approval of Resolution No. 1516-43, Authorization to Sign Applications and Associated Documents and Support of Applications for Eligibility Determination and Funding. The District intends to file applications for funding under the School Facility Program. This Resolution will authorize the Deputy Superintendent, Business and Support Services and the Executive Director, Facilities/Maintenance and Operations to submit applications for eligibility determination and funding for programs including, but not limited to, modernization and new construction. There is no financial impact.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

14. STATE OF CALIFORNIA CONTRACT NO. 1-16-23-20 A THROUGH J, FLEET VEHICLES – TRUCKS, AWARDED TO VARIOUS CONTRACTORS: Page 207
EXHIBIT 14

Approval to utilize the State of California Contract No. 1-16-23-20 A through J, Fleet Vehicles – Trucks, awarded to Downtown Ford Sales; Freeway Toyota; Winner Chevrolet; Elk Grove Auto Group; Elk Grove Ford; Wondries Fleet Group; Selma Nissan; Fred M. Boerner Motor Co.; Riverview International; and Swift Superstore for the purchase of fleet vehicles, as needed by the District. The District can utilize such contracts pursuant to California Public Contract Code §§ 10298, 10299, seq. without going to bid. The prices offered by the contractors have been assessed to be fair, reasonable, and competitive. The District is developing criteria for a vehicle replacement program to be implemented as funds become available. Anticipated annual expenditures utilizing this contract are approximately, \$250,000, funded through various sources, including, but not limited to, gift funds, site funds, grants, and general funds. The actual amount of expenditures under the piggyback contract may be more or less than the stated amount, depending on the availability of funding. It is often advantageous to utilize piggyback bids when contract items are identical to the District's specifications. Using piggyback contracts save time and often provide lower prices than a single jurisdiction would be able to obtain. The contract and award documentation is provided in Exhibit A.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

HUMAN RESOURCE SERVICES

15. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES: Page 229
EXHIBIT 15

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 WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

16. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES: Page 230
EXHIBIT 16

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 WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Gordon Amerson, Assistant Superintendent, Human Resource Services

GENERAL FUNCTIONS

17. SCHOOL BOARD MINUTES: Page 231
EXHIBIT 17

Approval of the minutes for the December 9, 2015 Regular Board Meeting.
Contact: Colleen Hayes, Manager IV, Superintendent's Office

18. SCHOOL BOARD MINUTES: Page 249
EXHIBIT 18

Approval of the minutes for the January 27, 2016 Regular Board Meeting.
Contact: Colleen Hayes, Manager IV, Superintendent's Office

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Sorensen	_____	Trustee McNicholas	_____
Trustee Alpay	_____	Trustee Pritchard	_____
Trustee Hatton-Hodson	_____	Trustee Reardon	_____
Trustee Jones	_____	Trustee Hanacek	_____

DISCUSSION ITEMS

19. DISCUSSION TO APPROVE OR DENY THE PETITION FOR THE GLOBAL BUSINESS ACADEMY CHARTER SCHOOL: DISCUSSION/
ACTION
Page 260
EXHIBIT 19

The Global Business Academy (GBA) submitted a petition on February 5, 2016, seeking approval of a charter school by the Capistrano Unified School District. The charter petition proposes to open in the fall of 2016, with an approximate enrollment of 408 students serving students sixth through eighth grade. GBA plans to expand to include grades 9 through 12, with an enrollment of 1088 students in the 2020-21 school year. Pursuant to Education Code section 47605(b), the governing board of a school district may deny a petition for the establishment of a charter school only if it makes written factual findings, specific to the 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 required number of signatures; 4) The petition does not contain an affirmation of each of the required conditions as set forth in Education Code section 47605(d) [i.e. that the school will be nonsectarian in its programs, admissions policies, employment practices, and all other operations; the school will not charge tuition; the school will not discriminate against any pupil on the basis of ethnicity, national origin, gender, sexual orientation or disability; admission shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian within this state; the school shall admit all pupils who wish to attend, however, if the number of pupils who wish to attend exceeds the school's capacity, attendance, except for existing pupils of the school, shall be determined by a public random drawing with preference to be extended to pupils currently attending the school and pupils who reside in the district];

5) The petition does not contain a reasonably comprehensive description of one or more of the fifteen (15) specified elements of the program in accordance with Education Code sections 47605(b)(5)(A-O); or 6) The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code. In accordance with Education Code section 47605, the Board held a public hearing on February 24, 2016, to consider the level of support for the petition by District teachers, other employees, parents, and community members. Following review of the petition and the comments made at the public hearing, the Board is required to either grant or deny the charter petition within sixty (60) days of its receipt. A thorough review of the GBA petition was conducted by District education, finance and operations staff, as well as legal counsel. This review revealed numerous, material concerns regarding the GBA petition, which form the basis of the staff recommendation and the findings in Resolution No. 1516-48.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Susan Holliday, Assistant Superintendent, Education Services

Staff Recommendation

It is recommended the Board President recognize Susan Holliday, Assistant Superintendent, Education Services, to present information on this item and answer any questions Trustees may have.

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1516-48, denying the petition to establish the GBA charter and stating the findings, contained in the Resolution, upon which the denial is based. If the Board of Trustees decides to approve the petition, staff recommends that it be with conditions as contained in the Resolution No. 1516-49.

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Sorensen	_____	Trustee McNicholas	_____
Trustee Alpay	_____	Trustee Pritchard	_____
Trustee Hatton-Hodson	_____	Trustee Reardon	_____
Trustee Jones	_____	Trustee Hanacek	_____

20. COMMUNITY COMMISSIONS ON SCHOOL FACILITIES AND FINANCE, AND COMMUNITY FACILITIES DISTRICTS:

Following the information presentation on January 27, 2016, the Board is receiving an update on the development of the following community commissions:

- 1) School Facilities and Finance Commission
- 2) Community Facilities District Citizens' Oversight and Advisory Commission

Consistent with Board Policy 1220, these commissions are intended to be consistent with Administrative Advisory Committees established by the Superintendent for the purpose of providing advice and oversight.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

Staff Recommendation

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services to present information on this item and answer any questions Trustees may have. This is an information item only and

INFORMATION/
DISCUSSION

Page 286

EXHIBIT 20

no action is necessary.

21. FACILITIES MINIMUM STANDARDS DEVELOPMENT:

In continuing to implement the recommendations of the Consensus Report presented by members of the Community Committee on School Classrooms and Campus Facilities, the Board is asked to consider development of facilities minimum standards. The purpose of the minimum standards is to help achieve equity across school families, and the standards are intended to be goals that the District should strive for in proceeding with its facilities plans.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

Staff Recommendation

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services to present information on this item and answer any questions Trustees may have. This is an information item only and no action is necessary.

22. RESOLUTION NO. 1516-41, CONVEY AN EASEMENT TO THE CITY OF SAN CLEMENTE FOR VERDE PARK:

Approval to Convey an Easement to the City of San Clemente (City) on a portion of the property owned by the District in order for the City to install and maintain landscaping, hardscaping, vegetation, irrigation, and related improvements consistent with use as a public park. The City of San Clemente's Verde Park is an approximately 3-acre park site that includes a tennis court, playground equipment, picnic benches, sidewalks, parking area, and a large turf area. San Clemente High School Upper campus is located on the west side adjacent to Verde Park. In April 2014, the City hired an arborist to conduct an arboricultural assessment of the Verde Park trees. During the evaluation, it was discovered a portion of Verde Park was constructed on District property. The Board of Trustees is considering granting an easement to the City on a portion of the property owned by the District located at 189 Avenida La Cuesta, San Clemente, CA 92672 and 700 Avenida Pico, San Clemente, CA 92673 in order for the City to install and maintain landscaping, hardscaping, vegetation, irrigation, and related improvements consistent with use as a public park.

Pursuant to Education Code § 17556 *et. seq.*, the Board, at its March 9, 2016 meeting, adopted Resolution No. 1516-40 indicating its intention to convey the Easement to the City of San Clemente and calling a noticed "Public Hearing" to address the issue of whether the District should convey the Easement to the City of San Clemente (Resolution of Intent). The Resolution of Intent established the Public Hearing would be held during the Board's March 23, 2016 meeting and directed the Superintendent or Superintendent's designee, to provide notice of Public Hearing as required by Education Code § 17558. The District complied with the notice requirements by posting three copies of the Resolution of Intent, signed by a majority of the Board members, in three public places by March 13, 2016 (ten days before the Public Hearing), and by publishing notice of the Public Hearing in the *Orange County Register* by March 18, 2016 (five days before the Public Hearing). The Board will now hold the Public Hearing. The Board, having both adopted its Resolution of Intent, as required by Education Code § 17557, and held a public hearing on whether to convey the Easement to the City of San Clemente as required by Education Code § 17558, may then consider whether to convey the Easement to the City of San Clemente, unless the Board receives a petition signed by at least ten percent of the qualified voters within the District (Protest Petition) objecting to the proposed conveyance. Absent receipt of a Protest Petition, the Board may consider the adoption of Resolution No. 1516-41 authorizing the conveyance of the Easement to the City of San Clemente, pursuant to Education Code § 17559. If a Protest Petition is received, then the Board must postpone any decision on whether to convey the Easement to the

INFORMATION/
DISCUSSION
Page 289
EXHIBIT 21

DISCUSSION/
ACTION
Page 291
EXHIBIT 22

City of San Clemente and first submit the question of whether to convey the Easement to the Orange County Superintendent of Schools. If the Superintendent of Schools approves the Easement, then the Board may consider approval of the conveyance. If the Superintendent disapproves of the Easement, its decision is final and the District may not convey the Easement. This Resolution to Convey an Easement to City of San Clemente must be approved by a vote of at least two-thirds of all the members of the Board.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1516-41, Convey an Easement to the City of San Clemente for Verde Park.

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Sorensen	_____	Trustee McNicholas	_____
Trustee Alpay	_____	Trustee Pritchard	_____
Trustee Hatton-Hodson	_____	Trustee Reardon	_____
Trustee Jones	_____	Trustee Hanacek	_____

23. RESOLUTION NO. 1516-44, AN INCREASE IN STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/ INDUSTRIAL CONSTRUCTION PURSUANT TO EDUCATION CODE § 17620 AND GOVERNMENT CODE § 65995:

DISCUSSION/
ACTION
Page 309
EXHIBIT 23

AB 181 authorizes the State Allocation Board (SAB) to approve an increase in developer fees every two years. On February 24, 2016, the SAB authorized an increase in the amount of the developer fees that a school district can levy. Developer fees for new residential development were increased from \$3.39 to \$3.48 per square foot, and commercial/industrial fees were increased from \$0.55 to \$0.56 per square foot, as long as such increases are properly justified by the District pursuant to the law. Legislation pertaining to developer fees allows the increase of fees every two years, as determined by the SAB. The District last approved an increase in developer fees on March 27, 2013. This agenda item pertains to the adoption of Resolution No. 1516-44, An Increase in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code § 17620 and Government Code § 65995. Due to the size of the Residential Development School Fee Justification Study and Commercial/Industrial Development School Fee Justification Study, it will be posted online in the District Board Agendas and Supporting Documentation page.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1516-44, An Increase in Statutory School Fees Imposed on New Residential and Commercial/Industrial Construction Pursuant to Education Code § 17620 and Government Code § 65995.

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Sorensen	_____	Trustee McNicholas	_____
Trustee Alpay	_____	Trustee Pritchard	_____
Trustee Hatton-Hodson	_____	Trustee Reardon	_____
Trustee Jones	_____	Trustee Hanacek	_____

24. **RESOLUTION NO. 1516-45, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ACKNOWLEDGING RECEIPT OF A PETITION TO CREATE A COMMUNITY FACILITIES DISTRICT AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEPOSIT AND REIMBURSEMENT AGREEMENT, A SECOND AMENDED AND RESTATED JOINT COMMUNITY FACILITIES AGREEMENT, AN AMENDED AND RESTATED IMPACT MITIGATION AGREEMENT, AND A PURCHASE AND SALE AGREEMENT:**

DISCUSSION/
ACTION
Page 315
EXHIBIT 24

Following the information presentation on February 24, 2016, the Board is asked to consider approval of Resolution No. 1516-45 and related documents that begins the process of amending Community Facilities District (CFD) 98-1A and forming CFD 98-1B for the Pacifica San Juan community. The Resolution acknowledges receipt of a petition from Pacific Point Development Partners to form the CFD and approves various agreements with Pacific Point Development Partners and the City of San Juan Capistrano.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1516-45, A Resolution of the Board of Trustees of the Capistrano Unified School District Acknowledging Receipt of a Petition to Create a Community Facilities District and Authorizing the Execution and Delivery of a Deposit and Reimbursement Agreement, a Second Amended and Restated Joint Community Facilities Agreement, an Amended and Restated Impact Mitigation Agreement, and a Purchase and Sale Agreement.

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Sorensen	_____	Trustee McNicholas	_____
Trustee Alpay	_____	Trustee Pritchard	_____
Trustee Hatton-Hodson	_____	Trustee Reardon	_____
Trustee Jones	_____	Trustee Hanacek	_____

25. **RESOLUTION NO. 1516-46, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT OF INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES:**

DISCUSSION/
ACTION
Page 396
EXHIBIT 25

Following the information presentation on February 24, 2016, the Board is asked to consider approval of Resolution No. 1516-46 and related documents that begins the

process of amending Community Facilities District (CFD) 98-1A and forming CFD 98-1B for the Pacifica San Juan community. The Resolution declares the intention of the District to form CFD 98-1B, sets a date for a public hearing and election, and describes how the tax will be levied upon property owners within the CFD.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1516-46, A Resolution of the Board of Trustees of the Capistrano Unified School District of Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes.

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Sorensen	_____	Trustee McNicholas	_____
Trustee Alpay	_____	Trustee Pritchard	_____
Trustee Hatton-Hodson	_____	Trustee Reardon	_____
Trustee Jones	_____	Trustee Hanacek	_____

26. **RESOLUTION NO. 1516-47, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT TO INCUR BONDED INDEBTEDNESS OF THE PROPOSED COMMUNITY FACILITIES DISTRICT NO. 98-1B OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (PACIFICA SAN JUAN):**

DISCUSSION/
ACTION
Page 421
EXHIBIT 26

Following the information presentation on February 24, 2016, the Board is asked to consider approval of Resolution No. 1516-47 and related documents that begins the process of amending Community Facilities District (CFD) 98-1A and forming CFD 98-1B for the Pacifica San Juan community.

The Resolution describes the intention of the District to issue bonds to help fund the share of mitigation owed by new homes within CFD 98-1B. The bonds will finance school facilities and city infrastructure.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1516-47, A Resolution of the Board of Trustees of the Capistrano Unified School District to Incur Bonded Indebtedness of the Proposed Community Facilities District No. 98-1B of the Capistrano Unified School District (Pacifica San Juan).

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Sorensen	_____	Trustee McNicholas	_____
Trustee Alpay	_____	Trustee Pritchard	_____

Trustee Hatton-Hodson _____
Trustee Jones _____

Trustee Reardon _____
Trustee Hanacek _____

27. **AMENDMENT NO. 1 TO EASEMENT AGREEMENT WITH SPRINT PCS:** DISCUSSION/
ACTION
On or about May 14, 2000, the District entered into an easement agreement (Easement) with a predecessor of Sprint PCS, Wireless Co, L.P. (hereinafter, collectively, Provider), to allow for the installation and operation of a cellular tower at Dana Hills High School. The Easement allowed the Provider to operate the tower on the school site through June 30, 2016. Page 426
EXHIBIT 27

On May 8, 2015, the District notified the Provider of its intention not to renew the Easement at the end of its term. The notice was delivered to the Provider's site operator, but not received by the Provider until late 2015. In response to the notice, the Provider requested an 18-month extension (from the date of their request, not the end of the term) to allow time to obtain and permit an alternate site for a tower, and construct the necessary facilities. The Provider requested the District offer an extension to the Easement through July 31, 2017.

The amendment to the Easement grants the Provider an extension through July 31, 2017 to allow time for the Provider to move its operations to a new site and remove the existing equipment from the school site. The amendment will result in corresponding lease payments.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

Staff Recommendation

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

Following Discussion, it is recommended the Board approve Amendment No. 1 to the Easement Agreement with Sprint PCS.

Motion by _____ Seconded by _____

28. **FIRST READING – REVISIONS TO BOARD POLICY 5122, PROMOTION/ACCELERATION/RETENTION:** INFORMATION/
DISCUSSION
This proposed revision of Board Policy 5122, *Promotion/Acceleration/Retention*, updates this policy to align to the 2016-2017 school calendar and revises the dates for parent requests for retention. The policy revision changes the final date that retention requests can be initiated by parents. This change is necessary due to the new school calendar and maintains 21 calendar days for parent initiated requests prior to the final day of the school year. The policy also reflects changes to the final date for late parent requests for retention. This change reflects the new school calendar and defines parent initiated requests that are submitted after 21 calendar days prior to the final day of the school year as a "late request". These revisions comply with the Education Code sections regarding retention. Changes are underlined; deletions are struck through. There is no financial impact. Page 459
EXHIBIT 28

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Susan Holliday, Assistant Superintendent, Education Services

Staff Recommendation

It is recommended the Board President recognize Susan Holliday, Assistant Superintendent, Education Services, to present information on this item and answer

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

- 29. FIRST READING – REVISIONS TO BOARD POLICY 5165.1, IMMUNIZATION REQUIREMENTS FOR SCHOOL ENTRY:** INFORMATION/
DISCUSSION
Page 463
EXHIBIT 29

Legal changes necessitate revisions to BP 5165.1, *Immunization Requirements for School Entry* to comply with State and Federal laws. Senate Bill 277 repeals the personal belief exemption from immunization. In accordance with the law, the District will no longer be able to enroll students without the required vaccinations unless the family submits a medical exemption from a licensed physician. The law also notes the allowable temporary and permanent exemptions from immunization. Changes are underlined; deletions are struck through. There is no financial impact.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Susan Holliday, Assistant Superintendent, Education Services

Staff Recommendation

It is recommended the Board President recognize Susan Holliday, Assistant Superintendent, Education Services, to present information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

- 30. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: SECONDARY MATHEMATICS, GRADES 6 - 12:** DISCUSSION/
ACTION
Page
EXHIBIT 30

Approval of the adoption of *Pearson Algebra 1, Geometry, Algebra 2 Common Core* ©2015, Pearson Education, Inc., grades 6 - 12. The adoption for middle school will be 6 years and, at this time, high school will be 8 years. The estimated cost to implement this adoption would be \$1,256,350. District Lottery funds would be used for this expenditure. As shared in previous reports, beginning in March 2015, District Algebra 1, Geometry, and Algebra 2 teachers began investigating textbook options for both middle and high school. The 25 team members reviewed 7 publishers and narrowed it down to 2 publishers, Houghton Mifflin and Pearson in April. After receiving training in June, 24 math teachers (6 middle and 18 high school) each piloted both textbooks through December. On December, 15, 2015 the pilot teachers came together to rate both programs. The rating criteria, as found in the exhibit, address focus, coherence, rigor, Universal Access, teacher support materials and student and parent support materials. By consensus, the pilot teachers recommended the Pearson textbook series. The information was reviewed and thoroughly discussed at the secondary Math Department Chair meetings in January 2016. The recommendation was then presented to the Instructional Materials Review Committee (IMRC) in February. The IMRC consists of 18 members of which 12 attended the review and approved the materials voting 12-0. Given the IMRC's 12-0 vote in support of adopting the Pearson textbooks, in March a sub-committee of 16 volunteer Algebra 1, Geometry, and Algebra 2 teachers met to (1) review/revise the order of topics taught within each course, (2) identify lessons/activities within the Pearson program materials to ensure that all students demonstrate disciplinary literacy at a Depth of Knowledge (DOK) Level 3 or higher and identify specific standards-based performance tasks/investigation, and will begin to develop Common Formative Assessment lessons to be used by all District math teachers for each unit for each math course. Training has been scheduled for April 26 and 28; material delivery takes approximately 4 weeks from purchase date. The full process has been transparent, open and inclusive with all Algebra 1, Geometry, and Algebra 2 teachers. Staff invested extensive time analyzing every high school math textbook available on the market. The valuable time of the team and the funds associated to support this extensive process would be lost and if the Board were not to adopt, teachers might not be able to be trained before the August 15 start date, and the process would be jeopardized impacting future adoption processes. Teachers may not be willing to

participate in another review. Without an adoption, teachers would continue to use outdated, non-standards-aligned math materials as the primary resource. The current online access to the Holt Algebra 1 math resources will expire requiring the District to fund this additional cost for next year. To continue to increase rigor and potentially increase high school graduation requirements, the adoption of a California standards-aligned Algebra 1, Geometry, Algebra 2 textbook series which emphasizes Universal Access, and has excellent teacher, student and parent support is what staff recommends and believes to be in the best interest of the students in the District.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Susan Holliday, Assistant Superintendent, Education Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Instructional Materials Recommended for Adoption: Secondary Mathematics, Grades 6-12.

Motion by _____ Seconded by _____

ADJOURNMENT

Motion by _____ Seconded by _____

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS
WEDNESDAY, APRIL 13, 2016, 7:00 P.M.
AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM
33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

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

www.capousd.org

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

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

American Red Cross Shelter Agreement

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility as an emergency shelter during a disaster.

DR# _____ Facility _____

Parties and Facility

Owner:

Legal name: Capistrano Unified School District
Chapter: _____
24-Hour Point of Contact:
Name and title: Mike Beekman, Executive Director of Safety and Student Services
Work phone: 949-234-9267 Cell phone/pager: _____
Address for Legal Notices:
33122 Valle Road, San Juan Capistrano, CA. 92675

Red Cross:

Legal name: The American National Red Cross
Chapter: Orange County
24-Hour Point of Contact:
Name and title: Sean Ward, Disaster Program Manager
Work phone: (714) 481-5336 Cell phone/pager: (714) 319-0254
Address for Legal Notices:
American Red Cross
601 N. Golden Circle Dr.
Santa Ana, CA 92705

Copies of legal notices must also be sent to:

The American National Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006
and

The American National Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006.

Shelter Facility:

(Insert name and complete street address of building or, if multiple buildings, write "See attached Facility List" and attach Facility List including complete street address of each building that is part of this Agreement).

See attached list of facilities approved for use as emergency shelters.

Terms and Conditions

1. Use of Facility: Upon request and if feasible in the Owner's discretion, the Owner will permit the Red Cross to use the Facility on a temporary basis as an emergency public shelter. The Owner, at the Owner's discretion, reserves the right to close the emergency public shelter if there is an immediate need by the Owner to use the Facility occupied by the Red Cross for the normal business operations of the Owner. The Owner will provide 24 hours' notice of such closure.
2. Shelter Management: The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross.
3. Condition of Facility: The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Red Cross. They will use the first page of the [Facility/Shelter Opening/Closing Form](#), available on CrossNet, to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.
4. Food Services: Upon request by the Red Cross, and if such resources exist and are available in the Owner's discretion, the Owner may make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Red Cross.
5. Custodial Services: Upon request by the Red Cross and if such resources exist and are available in the Owner's discretion, the Owner may make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Shelter Manager.
6. Security: In coordination with the Facility Coordinator; the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter, and remedy any such safety issues. The Shelter Manager will provide daily status updates to the Owner of any security issues that exist.
7. Signage and Publicity: The Red Cross may post signs identifying the shelter as a Red Cross shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The Owner will refer all media questions about the shelter to the Shelter Manager. Notwithstanding the above, the Owner may provide notice to parents, students, employees, contractors and others affected by the use of the Facility.

8. Closing the Shelter: The Red Cross will notify the Owner or Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.

9. Reimbursement: The Red Cross will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for Facility damage will be based on replacement at actual cash value, as determined by the Owner. The Owner shall perform any such repair and replacement in accordance with requirements of the California Education Code, the California Public Contract Code, and other applicable law. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
- b. Actual costs including the wages the Owner incurs for hourly workers who perform services made necessary by the sheltering operations. Reimbursement will be at the workers' normal hourly rates, with overtime as applicable.
- c. *Reasonable, actual, out-of-pocket operational costs*, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility (both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water	_____	_____
Gas	_____	_____
Electricity	_____	_____
Waste Disposal	_____	_____

The Owner will submit any request for reimbursement to the Red Cross within 120 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

10. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability. The Red Cross shall provide Certificates of Insurance, and shall name the Owner as an Additional Insured by way of a separate endorsement.

11. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from sheltering activities of the Red Cross during the use of the Facility.

12. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

CAPISTRANO UNIFIED SCHOOL DISTRICT

THE AMERICAN NATIONAL RED CROSS

Signature _____

Signature _____

Name _____

Debbie Graves

Title _____

Regional Disaster Program Officer

Date

Date

EXHIBIT A

CAPISTRANO UNIFIED SCHOOL DISTRICT

BID SUMMARY

BID NO. 1516-17

WOOD CANYON ELEMENTARY SCHOOL EXTERIOR PAINTING

Bid Opening: March 1, 2016, 9:00 a.m.

CUSD Education Center

Training Room 2

33122 Valle Road

San Juan Capistrano, CA 92675

	CONTRACTOR	ATTENDED JOB WALK February 23, 2016	BID
1.	Cam Painting	X	\$148,000.00
2.	Color New Company	X	\$168,000.00
3.	CTG Construction Inc.	X	\$132,000.00
4.	Everlast Builders Inc.	X	\$70,000.00
5.	GDL Best Contractors, Inc.	X	\$254,000.00
6.	Interlog Construction	X	\$169,800.00
7.	Kronos Painting, Inc.	X	NR*
8.	Mear Construction, Inc.	X	\$98,900.00
9.	Pacific Contractors Group, Inc.	X	\$144,000.00

EXHIBIT A

CAPISTRANO UNIFIED SCHOOL DISTRICT

BID NO. 1516-17

WOOD CANYON ELEMENTARY SCHOOL EXTERIOR PAINTING

	CONTRACTOR	ATTENDED JOB WALK February 23, 2016	BID
10.	Painting & Décor Inc.	X	\$349,700.00
11.	Piana Construction & Painting Inc.	X	\$66,700.00
12.	Signature Painting	X	\$89,000.00
13.	Skyline Painting	X	\$97,000.00

*Non Responsive – Addendum Acknowledgement not received

BID FORM

WOOD CANYON ELEMENTARY SCHOOL EXTERIOR PAINTING

WOOD CANYON ELEMENTARY SCHOOL

23431 Knollwood, Aliso Viejo, CA 92656

Bid No. 1516-17

FOR

Capistrano Unified School District

CONTRACTOR
NAME:

Piana Construction & Painting Inc

ADDRESS:

16352 Barnesten st

Granada Hills CA 91344

TELEPHONE:

(818) 488-1740

FAX:

(818) 488-1741

EMAIL

PianaConstruction@a5bcglobal.net

TO: Capistrano Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. 1516-17

WOOD CANYON ELEMENTARY SCHOOL EXTERIOR PAINTING

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
<u>1</u>							

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. A. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

DOLLARS SIXTY SIX thousand seven hundred

(\$ 66,700)

4. [Reserved].

5. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further,

Contractor has included in the analysis of the time required for this Project, rain days, and the requisite time to complete the punch list.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

6. It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

7. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

8. The required List of Designated Subcontractors is attached hereto.

9. The required Non-Collusion Declaration is attached hereto.

10. The Substitution Request Form, if applicable, is attached hereto.

11. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

12. The names of all persons interested in the foregoing proposal as principals are as follows:

Danica Papadopoulos, C.E.O.

Mihail Popadopolos, C.F.O
Joseph Popadopolos, C.O.O

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

13. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

14. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 731555
License Expiration Date: 11/31/17
Name on License: Piana Construction & Painting Inc
Class of License: B/C-33
DIR Registration Number: 1000002822

If the bidder is a joint venture, each member of the joint venture must include the above information.

15. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

16. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions (if any), Addenda, and Specifications, all others documents and requirements that are attached to and/or contained in the Project Manual, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

17. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

a. Intentionally or with reckless disregard, violated any term of a contract with the District;

b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;

c. Committed an act or offense which indicates a lack of business integrity or business honesty; or

d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

18. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Piana Construction & Painting Inc
Proper Name of Company

Joseph Pogradec
Name of Bidder Representative

16357 Barnston ST
Street Address

Granada Hills CA 91344
City, State, and Zip

(818) 488-1740
Phone Number

818) 488-1741
Fax Number

PianaConstruction@sbcsd.net
E-Mail

By:


Signature of Bidder Representative

Date:

2/29/18

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

AGREEMENT

THIS AGREEMENT, entered into as of March 24, 2016 in the County of Orange of the State of California, by and between the Capistrano Unified School District, hereinafter called "District," and Piana Construction & Painting, Inc., hereinafter called the "Contractor".

WITNESSETH that the District and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the Wood Canyon Elementary Exterior Painting ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall complete the Project (See Article 47) of the work within forty-six (46) calendar days from receipt of the Notice to Proceed, with mobilization to occur no sooner than June 13, 2016 and completion of the Project no later than July 28, 2016. This shall be called Contract Time. It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract Time.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the

work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of Two Hundred Fifty Dollars (\$250) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event liquidated damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract. This Article shall not be construed as preventing the District from the recovery of damages (actual or other) under the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of SIXTY-SIX THOUSAND SEVEN HUNDRED DOLLARS (\$66,700.00), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA")

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
 Instructions to Bidders
 Bid Form
 Designation of Subcontractors
 Bid Bond
 Bid Guarantee Form
 Contractor's Certificate Regarding Worker's Compensation
 Non-Collusion Declaration
 Substitution Request Form
 Acknowledgment of Bidding Practices Regarding Indemnity
 DVBE Participation Statement
 Site Visit Certification
 References
 Form Agreement
 Payment Bond
 Performance Bond
 Contractor's Certificate Regarding Drug-Free Workplace
 Contractor's Certificate Regarding Alcohol and Tobacco
 Guarantee
 Contractor DVBE Close-Out Statement
 Escrow Agreement for Security Deposit In Lieu of Retention
 Insurance Documents and Endorsements
 Contractor's Certificate Regarding Background Checks
 General Conditions
 Supplementary and Special Conditions (if any)
 Specifications
 All Addenda as Issued
 Drawings/Plans

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class C33 Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

DISTRICT:

CONTRACTOR:

Capistrano Unified School District

Piana Construction & Painting, Inc.

By: Lynh N. Rust
Typed or Printed Name

Typed or Printed Name

Executive Director, Contracts & Purchasing
Title

Title

Signature

Signature

Board Approval Date: March 23, 2016

Typed or Printed Name

Title (Authorized Officers or Agents)

Signature

(Corporate Seal)

EXHIBIT A**CAPISTRANO UNIFIED SCHOOL DISTRICT****BID SUMMARY****BID NO. 1516-18****VIEJO ELEMENTARY SCHOOL EXTERIOR PAINTING**

Bid Opening: February 23, 2016, 10:00 a.m.

CUSD Education Center

Washington Conference Room

33122 Valle Road

San Juan Capistrano, CA 92675

	CONTRACTOR	ATTENDED JOBWALK February 10, 2016	BID
1	A.J. Fistes Corporation	X	\$28,300.00
2	Alpha Décor & Painting, Inc.	X	\$77,000.00
3	C & M Painters Inc.	X	\$48,700.00
4	C.T. Georgiou Painting Co.	X	\$68,000.00
5	Everlast Builders Inc.		NR*
6	Fix Painting Company	X	\$52,300.00
7	GDL Best Contractors, Inc.	X	\$58,000.00
8	Igor Bernik DBA Signature Painting	X	\$27,000.00
9	IM Painting Inc.	X	\$54,750.00

EXHIBIT A

CAPISTRANO UNIFIED SCHOOL DISTRICT

BID SUMMARY

BID NO. 1516-18

VIEJO ELEMENTARY SCHOOL EXTERIOR PAINTING

10	Mariscal Painting	X	\$55,830.00
11	Pacific Contractors Group Inc.	X	NR**
12	Piana Construction & Painting Inc.	X	\$58,000.00
13	Stolie Painting	X	\$47,000.00
14	Tony Painting	X	\$28,650.00

*Non Responsive – Did not attend mandatory Job Walk

**Non Responsive – Addendum Acknowledgement not received

BID FORM

VIEJO ELEMENTARY SCHOOL EXTERIOR PAINTING

VIEJO ELEMENTARY SCHOOL

26782 Via Grande, Mission Viejo, CA 92691

Bid No. 1516-18

FOR

Capistrano Unified School District

CONTRACTOR
NAME:

Igor Bernik DBA Signature Painting

ADDRESS:

P.O. Box 16562

Irvine, CA 92623

TELEPHONE:

(949) 310-8149

FAX:

() N/A

EMAIL

signaturepaint@gmail.com

Signature Painting

TO: Capistrano Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. 1516-18

VIEJO ELEMENTARY SCHOOL EXTERIOR PAINTING

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
1							

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. A. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

twenty Seven thousand
DOLLARS
(\$ 27,000)

4. [Reserved].

5. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, rain days, and the requisite time to complete the punch list.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

6. It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

7. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

8. The required List of Designated Subcontractors is attached hereto.

9. The required Non-Collusion Declaration is attached hereto.

10. The Substitution Request Form, if applicable, is attached hereto.

11. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

12. The names of all persons interested in the foregoing proposal as principals are as follows:

Igor Bernik DBA Signature Painting

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

13. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

14. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 837517
License Expiration Date: 4-30-16
Name on License: Igor Bernik
Class of License: C-33
DIR Registration Number: 1000016251

If the bidder is a joint venture, each member of the joint venture must include the above information.

15. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

16. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions (if any), Addenda, and Specifications, all others documents and requirements that are attached to and/or contained in the Project Manual, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

17. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
- d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

18. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Signature Painting
Proper Name of Company

Igor Bernik
Name of Bidder Representative

P.O. Box 16562
Street Address

Irvine, CA 92623
City, State, and Zip

(949) 310-8149
Phone Number

() N/A
Fax Number

signaturepaint@gmail.com
E-Mail

By: 
Signature of Bidder Representative

Date: 2-19-16

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

AGREEMENT

THIS AGREEMENT, entered into as of March 24, 2016 in the County of Orange of the State of California, by and between the Capistrano Unified School District, hereinafter called the "District", and Igor Bernik DBA Signature Painting, hereinafter called the "Contractor".

WITNESSETH that the District and the Contractor for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the Viejo Elementary Exterior Painting Project ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, Contractor shall complete the Project (See Article 47) of the work within forty-six (46) calendar days from receipt of the Notice to Proceed, with mobilization to occur no sooner than June 13, 2016 and completion of the Project no later than July 28, 2016. This shall be called Contract Time. It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract Time.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the

work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of Five Hundred Dollars (\$500) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event liquidated damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract. This Article shall not be construed as preventing the District from the recovery of damages (actual or other) under the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of Twenty-seven thousand DOLLARS (\$27,000.00), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA")

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
 Instructions to Bidders
 Bid Form
 Designation of Subcontractors
 Bid Bond
 Bid Guarantee Form
 Contractor's Certificate Regarding Worker's Compensation
 Non-Collusion Declaration
 Substitution Request Form
 Acknowledgment of Bidding Practices Regarding Indemnity
 DVBE Participation Statement
 Site Visit Certification
 References
 Form Agreement
 Payment Bond
 Performance Bond
 Contractor's Certificate Regarding Drug-Free Workplace
 Contractor's Certificate Regarding Alcohol and Tobacco
 Guarantee
 Contractor DVBE Close-Out Statement
 Escrow Agreement for Security Deposit In Lieu of Retention
 Insurance Documents and Endorsements
 Contractor's Certificate Regarding Background Checks
 General Conditions
 Supplementary and Special Conditions (if any)
 Specifications
 All Addenda as Issued
 Drawings/Plans

All of the above named Contract Documents are intended to be complementary. work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class B or C-33 Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

DISTRICT:

Capistrano Unified School District

By: Lynh N. Rust

Typed or Printed Name

Executive Director, Contracts & Purchasing
Title

Signature

Board Approval Date: March 23, 2016

CONTRACTOR:

Igor Bernik DBA Signature Painting

Typed or Printed Name

Title

Signature

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

Donation of Funds
March 23, 2016

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Adult Transition Program	\$2,189.75	Instructional Materials and Supplies	Adult Transition Program
Aliso Niguel High School PTSA	\$796.23	Mini-Grants and Supplies for Teachers	Aliso Niguel High School
Aliso Niguel High School PTSA	\$28.59	Mini-Grants and Supplies for Teachers	Aliso Niguel High School
Target- Take Charge of Education	\$1,252.32	Instructional Materials and Supplies	Aliso Niguel High School
Target- Take Charge of Education	\$307.63	Office Supplies	Ambuehl Elementary School
CR&R Incorporated	\$741.15	Field Trip Transportation	Ambuehl Elementary School
Target	\$4,038.02	Instructional Materials and Supplies	Arroyo Vista Elementary School
Pacific Life Foundation	\$3,000.00	Instructional Materials and Supplies	Bernice Ayer Middle School
Target	\$1,773.47	Instructional Materials and Supplies	Capistrano Valley High School
Capistrano Valley High School PTSA	\$5,159.31	PTSA Grants	Capistrano Valley High School
Target-Take Charge of Education	\$1,962.15	Instructional Materials and Supplies	Castille Elementary School
Target	\$1,295.73	Instructional Materials and Supplies	Chaparral Elementary School
Target-Take Charge of Education	\$845.73	Non-Instructional Supplies	Clarence Lobo Elementary School
Target	\$830.83	Instructional Materials and Supplies	Dana Hills High School
City of Laguna Niguel	\$5,000.00	Grant for After School Tutorial	Dana Hills High School
Target Stores	\$376.12	Instructional Materials and Supplies	Del Obispo Elementary School
Target	\$1,064.01	Technology	Don Juan Avila Elementary School
United Way	\$130.00	Technology	Don Juan Avila Elementary School
Target	\$770.45	Instructional Materials and Supplies	George White Elementary School
George White Elementary School PTA	\$636.00	Academic Supplement-3rd Grade Field Trip	George White Elementary School
George White Elementary School PTA	\$3,084.50	Meet The Master Payment	George White Elementary School
George White Elementary School PTA	\$1,280.00	Kindergarten Science Assembly	George White Elementary School
George White Elementary School PTA	\$310.00	Lifeguard Fee for 5th Grade Beach Trip	George White Elementary School
Target	\$271.98	Instructional Materials and Supplies	Hidden Hills Elementary School
DoTopia	\$60.00	WF Matching Gift Program	Hidden Hills Elementary School
Koravee Hsieh	\$125.00	Learning Links Donation	Hidden Hills Elementary School
Target	\$378.48	Instructional Materials and Supplies	John. S. Malcolm Elementary School
John Malcolm Elementary School PTA	\$22,155.00	8th Grade Science Camp Donation	John. S. Malcolm Elementary School
Ladera Ranch Elementary School PTA	\$2,098.50	2nd and 3rd Grade Field Trip	Ladera Ranch Elementary School
Ladera Ranch Middle School PTA	\$1,000.00	Instructional Materials and Supplies	Ladera Ranch Middle School
Target	\$585.81	Instructional Materials and Supplies	Laguna Niguel Elementary School
Target Corporation	\$2,503.14	Instructional Materials and Supplies	Las Flores Elementary School
Las Flores Elementary School PTA	\$10,926.11	Purchase Chromebook and Cart	Las Flores Elementary School
Education for the Children, Inc.	\$11,383.14	Instructional Materials and Supplies	Las Flores Elementary School
Target- Take Charge of Education	\$748.81	Technology Upgrades	Las Flores Middle School
Education for the Children	\$14,929.43	Miscellaneous Supplies	Las Flores Middle School
Las Flores Middle School PTSA	\$1,347.84	Two Projectors	Las Flores Middle School
Marblehead Elementary School PTA	\$1,711.00	Art Masters Legacy	Marblehead Elementary School
Bergeson Foundation	\$1,700.00	Instructional Program	Marian Bergeson Elementary School
Target	\$1,291.85	Instructional Materials and Supplies	Moulton Elementary School
Target-Take Charge of Education	\$516.42	Instructional Materials and Supplies	Moulton Elementary School
Target- Take Charge of Education	\$1,653.21	Technology	Newhart Middle School

Donation of Funds
March 23, 2016

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Emmy Moreau		Piano	Niguel Hills Middle School
Ladera Ranch Education Foundation Inc.	\$7,115.99	Music Teacher Stipend	Oso Grande Elementary School
Ladera Ranch Education Foundation Inc.	\$61,034.75	Science Camp, Buses for Camp, and Teacher Stipends	Oso Grande Elementary School
Ladera Ranch Education Foundation Inc.	\$1,454.76	Replacement of Old Projectors	Oso Grande Elementary School
Target/Take Charge of Education	\$1,023.18	Donation to Gift Account	Oso Grande Elementary School
Palisades Elementary School PTA	\$19.40	Califone 3060 Stereo Headphone	Palisades Elementary School
Target	\$949.27	Instructional Materials and Supplies	Phillip Reilly Elementary School
R.H. Dana Elementary School PTA	\$823.00	Transportation for Field Trip	R.H. Dana Elementary School
Target-Take Charge of Education	\$2,565.17	Instructional Materials and Supplies	Tesoro High School
CUSD Foundation	\$2,500.00	Aquatics Center at Tesoro	Tesoro High School
Education for the Children	\$13,976.19	Instructional Materials and Supplies	Tesoro High School
Target	\$2,519.52	Fund Instructional Assistants	Tijeras Creek Elementary School
Education for the Children	\$12,639.56	Purchase iPads, Screens, and Sound System	Tijeras Creek Elementary School
Forster Ranch Education Foundation	\$23,560.00	Remaining Balance for 5th Grade Science Camp	Truman Benedict Elementary School
Target	\$403.46	Instructional Materials and Supplies	Viejo Elementary School
Viejo Elementary School PTA	\$165.00	Instructional Materials and Supplies	Viejo Elementary School
Target- Take Charge of Education	\$3,094.44	Instructional Materials and Supplies	Vista Del Mar Elementary School
VdM Mako Educational Foundation	\$700.00	Substitute Coverage for Articulation Meeting	Vista Del Mar Elementary School
VdM Mako Educational Foundation	\$640.00	Substitute Coverage for C.U.E. Conference	Vista Del Mar Elementary School
Juice it Up	\$198.00	Instructional Materials and Supplies	Vista Del Mar Middle School
Target	\$864.52	Instructional Materials and Supplies	Vista Del Mar Middle School
Education For the Children	\$11,762.05	Instructional Materials and Supplies	Wagon Wheel Elementary School
Wagon Wheel Elementary School PTA	\$14,581.01	Purchase of Chromebooks And Meet the Master Payment	Wagon Wheel Elementary School
Wood Canyon Elementary School PTA	\$998.28	Meet The Master Payment	Wood Canyon Elementary School
	\$275,845.26		

This is an ORIGINAL [This space is for recorder's use only]

↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓

↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓

↓
↓
↓
↓
↓
↓

NOTICE IS HEREBY GIVEN, That the CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Bid No. 1516-09, Newhart Middle School HVAC Replacement, the contract, for the doing of which was heretofore entered into on the 14th day of October, 2015, which contract was made with NKS Mechanical Contracting Incorporated as Contractor; that said improvements have been completed pursuant to said Contract and accepted on the 23rd day of March 2016, by the Governing Board of said District; that title to said property vests in the CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California; that the surety for the above named Contractor is Old Republic Surety Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Bid No. 1516-09, Newhart Middle School HVAC Replacement.

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss

By: _____
Kirsten M. Vital, Superintendent
Capistrano Unified School District

Kirsten M. Vital, being first duly sworn, deposes and says:

That she is the Superintendent of CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California;

That the CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California, is the owner of said property described in the foregoing notice;

That she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true.

Kirsten M. Vital, Superintendent
Capistrano Unified School District

MARCH 23, 2016, BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND
MASTER CONTRACT AGREEMENTS

NEW AGREEMENTS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
FSA	1516220	3	General Fund	Tel-Tec Security Systems, Incorporated	Provide and Install Exterior Security Cameras and Connect to the Existing Security System at Aliso Niguel High School	3/01/2016-Upon Completion of Work	\$ 18,604.26
ICA	1516222	1	Special Ed	Vincent A. Pompei	Professional Development Training LGBTQ Presentation	3/08/2016-6/30/2016	\$ 1,352.00

TOTAL \$ 19,956.26

EXTENSIONS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
ICA	1213193	3	Title II	Eagle Software	Provide Master Schedule Consulting Sessions	4/25/2016-4/24/2017	\$ 8,000.00

TOTAL \$ 8,000.00

EXTENSION RATIFICATIONS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
PSA	1213102	1	Special Ed	Syntex Global	Interpreting and Translation Services	7/01/2015-6/30/2016	\$ 8,000.00
ICA	1112088	1	TIS	Alpenspruce Software, Incorporated	Provide Consultant Services Related to the Development, Training, and Deployment of SharePoint Software, and Other Services as Requested by the District.	12/01/2015-11/30/2016	\$ 75,000.00

TOTAL \$ 83,000.00

AMENDMENTS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	ESTIMATED EXPENDITURES
PSA	1314153	1	General Fund	School Facility Consultants	Provide Consulting Services State School Building Program Advisor	Increase Contract Amount from \$56,000 to \$76,000	\$ 20,000.00
ICA	1415058	1	Gift Funds/ RMIQ	Brain Builders Educational Programs	Provide Engineering Instruction, Applied Math Common Core State Standards and NGSS Science Standards to CUSD Elementary Students	Increase Contract Amount from \$8,000 to \$31,000	\$ 23,000.00
ICA	1415218	5	Bus Services	Project Dimensions, Incorporated	Provide Organization and Review of Property Documents, Conduct Site Egeineering Survey, Perform Detailed Analyses, and Coordinate with District Personnel	Increase Contract Amount from \$50,000 to \$123,000	\$ 73,000.00
ICA	1516218	2	General Fund	PrideStaff, Incorporated	Recruit and Fill Short-term Staffing Vacancies	Increase Contract Amount from \$50,000 to \$65,360	\$ 15,360.00

TOTAL \$ 131,360.00

AMENDMENT RATIFICATIONS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	ESTIMATED EXPENDITURES
PSA	1314065	3	Child Development	The Regents of the University of California At Irvine	Provide Behavior Management Education for Teachers and Parents	Increase Contract Amount from \$52,400 to \$77,400	\$ 25,000.00

TOTAL \$ 25,000.00

MARCH 23, 2016, BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND
MASTER CONTRACT AGREEMENTS

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MCA- Master Contract Agreement

FSA - Field Service Agreement

CUSD WIG 1: Teaching and Learning Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

CUSD WIG 3: Facilities Optimize facilities and learning environments for all students.

*No not to exceed" amount included in the master contract. The master contract agreements do not include a not to exceed dollars amount as it may limit the flexibility to place special education students in a timely manner.



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 23 day of March, 2016, by and between Tel-Tec Security Systems, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

The CONTRACTOR and the DISTRICT do hereby contract and agree as follows:

1. The Contractor shall furnish the District for an amount estimated to be \$ 18,604.26 the following:
Provide and install exterior security cameras and connect to the existing security system at Aliso Niguel High School.
- As described in the attached Exhibit A.
2. The term of the Contract shall begin on March 1, 2016 and end upon completion of work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Technical Information Service and Director, Maintenance & Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

7. This Contract includes all Contract Documents as indicated below:

- ☒ W-9 Request for Taxpayer Identification Number and Certification
☒ Quote/Proposal, dated 02/01/2016
☒ Plans and Specifications/Scope of Work
☒ Worker's Compensation Certificate
☒ Purchase Order Number 354862
☒ Liability Insurance Certificate
☒ Guarantee
☒ Certification by Contractor of Criminal Records Check
☒ Contractor's Certificate Regarding Non-Asbestos Containing Materials
☐ Payment Bond \$ _____
☐ Faithful Performance Bond \$ _____
☒ California State Contractor's License Number 472338
☒ Drug-Free Workplace Certification
☒ Tobacco Use Policy
☒ DIR Registrations No. _____
☐
☐ Other _____

8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board Approval Date: March 23, 2016

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Field Service Agreement
Capistrano Unified School District

-2

EXHIBIT A

Proposal

Pricing Under: GSA Schedule #GS-07F-0481X
CMAS Contract #4-11-84-0037A

GSA Materials:

1	Avigilon ACC5 Ent Lic 8ch (8C-ACC5-ENT)	\$1,938.03
2	5.0MP H.264 Day/Night Out Dom (5.0-H3-DO1)	\$1,870.32
4	5.0MP H.264 Day/Night Pend Dm (5.0-H3-DP1)	\$3,413.36
6	Avigilon Pendant Wall Bracket (MNT-PEND-WALL)	\$ 445.62
2	5.0MP D/N Out Dome 9-22mm (5.0-H3-DP2)	\$1,938.02
2	Paige Cat 6 CMR Wire 1M (710648)	\$ 540.12

GSA Materials	\$10,145.47
Sales Tax on GSA (8%)	\$ 811.64
Open Market Materials	\$ 0.00
Sales Tax on Open Market (8%)	\$ 0.00
Project Manager Labor (20 Hrs @ \$132.99 per hr)	\$ 2,659.80
Security Technician Labor (45 Hrs @ \$110.83 per hr)	\$ 4,987.35
Total Project Cost	<u>\$18,604.26</u>



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of March 24, 2016 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

VINCENT A. POMPEI

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: \$1,352.00 in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for March 8, 2016, through June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth herein.

[X] General Conditions [] Special Conditions [X] Required Documents and Certification [X] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: _____
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date: March 23, 2016

CONTRACTOR

Signature: _____
 Name: _____
 Title: _____
 Address: _____
 Email Address: _____
 FEIN: _____

EXHIBIT A

FEE SCHEDULE

Vincent A. Pompei

3759 7th Avenue

San Diego, CA 92103

Cell (916)548-4909

vincent_pompei@hotmail.com

One day of professional development training.

LGBTQ Presentation on March 8, 2016

for school counselors and administration staff.

Speaking fee includes

presenter fees and travel expenses.

Speaking fee: \$1,352.00

By: _____ Date: _____

**EXTENSION NO. 3 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213193**

**WITH
EAGLE SOFTWARE**

The Independent Contractor Agreement ICA 1213193 with Capistrano Unified School District and Eagle Software called for an original contract period of April 25, 2013, through April 24, 2014. On July 29, 2013, the contract was amended to include additional services as requested by the District, in the amount of \$2,500. On May 2, 2014, the contract was extended for the period of April 25, 2014, through April 24, 2015, with a contract amount of \$2,500. On March 24, 2014, the contract was amended to include additional services requested by the district, in the amount of \$5,000. On March 25, 2015, the contract was extended for the period of April 25, 2015, through April 24, 2016, with a contract amount of \$5,000.

The contract with Capistrano Unified School District and Eagle Software shall be extended an additional twelve (12) months, for the period covering April 25, 2016, through April 24, 2017, with a contract amount of \$8,000, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and originally Board approved on April 24, 2013, July 29, 2013, May 2, 2014, March 24, 2014 and March 25, 2015, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Lynh N. Rust
Print Name

Executive Director, Contracts & Purchasing
Title

Date: March 23, 2016

CONSULTANT

Eagle Software

By: _____
Signature

Print Name

Title

Date: _____

EXHIBIT A

FEE SCHEDULE

Eagle Software
Chuck Berridge
1065 N. Pacificcenter Drive, Suite 400
Anaheim, CA 92806
(888) 487-7555
Fax (714) 632-1567
brent@aeries.com

Aeries training as follows:

The trainer will present a full-day class on the theory and practice of scheduling students into classes for next school year. Collecting and entering course requests, entering the master schedule, scheduling students, and printing reports are included.

Cost

Aeries training is \$1,500 per trainer per day with no additional charge for travel expenses and will be billed after the training is complete.

Signature



Date

1/27/2016

Brent Lloyd, Vice-President, Eagle Software



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 4/25/13, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

EAGLE SOFTWARE

WHEREAS, DISTRICT is authorized by Section 4526 and 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, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in attachment "A." The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$2,400.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 4/25/13-4/24/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as provided by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ General Conditions ☐ Special Conditions ☒ Required Documents and Certifications ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 4/24/13

CONTRACTOR

Signature: Brent Lloyd

Name: Brent Lloyd

Title: Vice President, Eagle Software

Address: 1065 N. Pacific Center Dr., Ste. 400

Anaheim, CA 92806

Email Address: brent@eagles.com

FEIN/SSN: 33-0427993

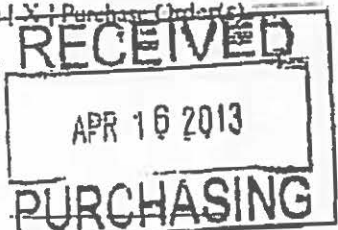


EXHIBIT A

FEE SCHEDULE

Eagle Software
Chuck Berridge
1065 N. Pacificcenter Drive, Suite 400
Anaheim, CA 92806
(888) 487-7555
Fax (714) 632-1567
brent@eagles.com

Aeries training as follows:

The trainer will present a full-day class on the theory and practice of scheduling students into classes for next school year. Collecting and entering course requests, entering the master schedule, scheduling students, and printing reports are included.

Cost

Aeries training is \$1,200 per trainer per day, plus the trainer's travel expenses and will be billed after the training is complete. For an Orange County district with a trainer who lives in the county, we suggest estimating \$45 for mileage and \$10 for lunch.

Signature Brent Lloyd Date 4/3/2013
Brent Lloyd, Vice-President Eagle Software

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213193

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

EAGLE SOFTWARE

Independent Contractor Agreement No. ICA 1213193 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent contractor Agreement No. ICA 1213193 shall be amended to \$2,500 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on April 24, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Eagle Software

By: Terry Fluett
Signature

By: Brent Lloyd
Signature

Terry Fluett

Brent Lloyd
Print Name

Director, Purchasing

Vice President
Title

Date: 7/29/13

Date: 6/24/2013

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213193**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

EAGLE SOFTWARE

The Independent Contractor Agreement ICA 1213193 with Capistrano Unified School District and Eagle Software called for an original contract period of April 25, 2013, through April 24, 2014.

The contract with Capistrano Unified School District and Eagle Software shall be extended an additional twelve (12) months, covering the period April 25, 2014, through April 24, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$2,500.

Except as set forth in this Extension Agreement, and originally Board approved on April 25, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 
Signature

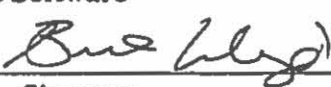
Terry Fluent
Print name

Director, Purchasing
Title

Date: 5-2-14

CONSULTANT

Eagle Software

By: 
Signature

Brent Lloyd
Print Name

Vice President
Title

Date: 4/17/14



aries **sis**

Pacific Center Drive
Suite 400
Cim. CA 92806

EXHIBIT A

March 18, 2014

Sent via email to: dmantifae@capousd.org

Capistrano Unified School District
33122 Valle Road,
San Juan Capistrano, CA 92675
Attn: Donna Antifae

Regarding: Extension of Contract No. ICA 1213193

Dear Ms. Antifae,

As a company within the California K-12 educational software and services industry, Eagle Software certainly recognizes the state's ongoing financial stagnation. However, Eagle Software is not in a position to be able to lower its rates for training for this same reason. Eagle Software continues to offer superior services specifically designed for the California educational arena, with trainings and workshops designed to keep up with the latest revisions and affairs.

On the subject of training, as of July 1, 2014, training fees will be revised from a model of \$1,200 per day with expenses billed separately (usually up to \$250 per day) to a flat-fee of \$1,500 per day, with expenses included. Please let me know if a separate billing schedule is needed aside from as stated above.

Eagle Software appreciates the loyalty and partnership Capistrano Unified School District has developed in creating a product that suits both the needs of its own district, as well as others throughout California.

If you have any questions, please contact me at (888) 487-7555.

Best Regards,

Brent Lloyd
Vice President
Eagle Software
(888) 487-7555
brent@aries.com

(888) 487-7555
(415) 632-1567

AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213193

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

EAGLE SOFTWARE


Independent Contractor Agreement No. ICA 1213193 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent contractor Agreement No. ICA 1213193 shall be amended to \$5,000 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on April 24, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Eagle Software

By: 
Signature

By: 
Signature

Terry Fluett

Brent Lloyd
Print Name

Director, Purchasing

Vice President
Title

Date: 3-24-14

Date: 3-19-2014

EXHIBIT A

FEE SCHEDULE

Eagle Software
Chuck Berridge
1065 N. Pacificcenter Drive, Suite 400
Anaheim, CA 92806
(888) 467-7555
Fax (714) 632-1567
brent@series.com

Aeries training as follows:

The trainer will present a full-day class on the theory and practice of scheduling students into classes for next school year. Collecting and entering course requests, entering the master schedule, scheduling students, and printing reports are included.

Cost

Aeries training is \$1,200 per trainer per day plus the trainer's travel expenses and will be billed after the training is complete. For an Orange County district with a trainer who lives in the county, we suggest estimating \$45 for mileage and \$10 for lunch.

Signature Brent Lloyd Date 4/3/2013

Brent Lloyd, Vice-President, Eagle Software

**AMENDMENT NO. 2 AND EXTENSION NO. 2 OF INDEPENDENT
CONTRACTOR AGREEMENT ICA1213193**

WITH

EAGLE SOFTWARE

The Independent Contractor Agreement ICA 1213193 with Capistrano Unified School District and Eagle Software called for an original contract period of April 25, 2013, through April 24, 2014.

The contract with Capistrano Unified School District and Eagle Software shall be amended to \$5,000 and extended an additional twelve (12) months, covering the period April 25, 2015, through April 24, 2016, at the prices shown in Exhibit A to this Extension No. 2 Agreement.

Except as set forth in this Extension Agreement, and originally Board approved on April 25, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 
Signature

Lynh N. Rust
Print name

Executive Director, Contracts & Purchasing
Title

Board Approval
Date: March 25, 2015

CONSULTANT

Eagle Software

By: 
Signature

Brent Lloyd
Print Name

Vice President
Title

Date: 3/23/2015

FEE SCHEDULE

Eagle Software
Chuck Berridge
1065 N. Pacificcenter Drive, Suite 400
Anaheim, CA 92806
(888) 487-7555
Fax (714) 632-1567
brent@ageries.com

Aeries training as follows:

The trainer will present a full-day class on the theory and practice of scheduling students into classes for next school year. Collecting and entering course requests, entering the master schedule, scheduling students, and printing reports are included.

Cost

Aeries training is \$1,500 per trainer per day with no additional charge for travel expenses and will be billed after the training is complete.

Signature  Date 1/27/2016

Brent Lloyd, Vice-President, Eagle Software

EXTENSION NO. 3 OF PROFESSIONAL SERVICE AGREEMENT PSA 1213102

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SYNTEX GLOBAL

The Professional Service Agreement PSA 1213102 with Capistrano Unified School District and Syntex Global called for an original contract period of September 1, 2012, through August 31, 2013. On August 1, 2013, the contract was extended for the period of September 1, 2013, through August 31, 2014. On September 25, 2014 the contract was extended for the period of September 1, 2014, through June 30, 2015, with a contract amount of \$8,000. On September 25, 2014, the contract was also amended to increase the contract amount by \$16,000.

The contract with Capistrano Unified School District and Syntex Global shall be extended for an additional twelve (12) month period commencing July 1, 2015 and ending June 30, 2016, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$8,000.

Except as set forth in this Extension Agreement, and Board approved on August 20, 2012, August 1, 2013, and September 25, 2014, all other terms of the contract remain in full force and effect.

CONSULTANT

DISTRICT

Capistrano Unified School District

Syntex Global

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board approved Date: March 23, 2016 Date: _____

EXHIBIT A
FEE SCHEDULE

SYNTEX GLOBAL
2040 Bancroft Way, Suite 400B
Berkley, CA 94704
(510) 628-6088
(877) 821-8156
Info@syntexglobal.com

Description of Services

To provide translation and interpretation services.

Rate of Pay & Expenses

Syntex Global
Rates _T2

Service	Unit Type	Rate per Unit	Minimum Charge
Translation	Source Word	\$0.29	\$150
Transcription	Audio Minute	\$35	\$150
Interpreting (On-site)	Hour	\$85	\$170
Interpreting (Phone)	Minute	\$1.90	\$28.50
Mileage	Miles	\$0.51	N/A

Signature _____ Date _____

Typed or Printed Name _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 8/21/13 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

SYNTEX GLOBAL

WHEREAS, DISTRICT is authorized by Section 4526 and 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, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$8,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 9/01/12-8/31/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ General Conditions ☒ Special Conditions ☒ Required Documents and Certifications ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 8/20/12

CONSULTANT

Signature: Seyla LEM

Name: SEYLA LEM

Title: CEO

Address: 2040 Bancroft Way, Ste. 400B
Berkeley, CA 94704

Email Address: Seyla@syntexglobal.com

FEIN/SSN 45-3088112

Exhibit A
Fee Schedule

 SYNTEX GLOBAL

2040 Bancroft Way, Ste 400B, Berkeley, CA 94704 * P 510.628.6088 * F 877.821.8156 * www.syntexglobal.com * info@syntexglobal.com

Syntex Global
RATES_T2

Service	Unit	Hourly Rate	Monthly Rate
Translation	Source Word	\$0.29	\$150
Transcription	Audio Minute	\$35	\$150
Interpretation (On-Site)	Hour	\$85	\$170
Interpretation (Phone)	Minute	\$1.90	\$28.50
Minutes	Minute	\$0.51	N/A

____ Syntex Initial

____ Contractor Initial

By: _____

Date: _____

AMENDMENT NO. 1 TO PROFESSIONAL SERVICE AGREEMENT
NO. PSA 1213102

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SYNTEX GLOBAL

The Professional Service Agreement PSA 1213102 with Capistrano Unified School District and Syntex Global called for an original contract period of September 1, 2012, through August 31, 2013.

The contract with Capistrano Unified School District and Syntex Global shall be amended with a not to exceed contract amount of \$16,000.

Except as set forth in this Extension Agreement, and Board approved on August 20, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

Capistrano Unified School District

By: 
Signature


Terry Fluent
Print name

Director, Purchasing
Title

Date: 9/25/14

DISTRICT

Syntex Global

By: 
Signature

Seyla Lim
Print Name

Founder
Title

Date: 9-15-14

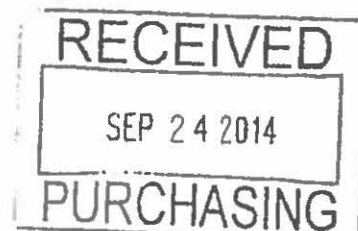


Exhibit A
Fee Schedule



2040 Bancroft Way, Ste 400B, Berkeley, CA 94704 * P: 510.628.6088 * F: 377.821.8156 * www.syntexglobal.com * info@syntexglobal.com

Syntex Global
RATES_T2

Service	Unit Type	Rate per Unit	Minimum Charge
Translation	Source Word	\$0.29	\$150
Transcription	Audio Minute	\$35	\$150
Interpreting (On-Site)	Hour	\$85	\$170
Interpreting (Phone)	Minute	\$1.90	\$28.50
Mileage	Miles	\$0.51	N/A

____ Syntex Initial

____ Contractor Initial

By: _____

Date: _____

EXTENSION OF PROFESSIONAL SERVICE AGREEMENT PSA 1213102

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SYNTEX GLOBAL

The Professional Service Agreement PSA 1213102 with Capistrano Unified School District and Syntex Global called for an original contract period of September 1, 2012, through August 31, 2013 for a not to exceed amount of \$12,000.

The contract with Capistrano Unified School District and Syntex Global shall be extended an additional twelve (12) months, covering the period September 1, 2013, through August 31, 2013, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on August 20, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

Capistrano Unified School District

By: 
Signature

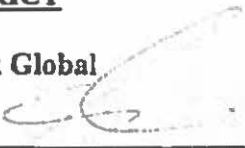
Terry Fluent
Print name

Director, Purchasing
Title

Date: 8/1/13

DISTRICT

Syntex Global

By: 
Signature

SEYCH LIM
Print Name

Founder
Title

Date: 6/30/13



EXTENSION NO. 2 OF PROFESSIONAL SERVICE AGREEMENT PSA 1213102

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SYNTEX GLOBAL

The Professional Service Agreement PSA 1213102 with Capistrano Unified School District and Syntex Global called for an original contract period of September 1, 2012, through August 31, 2013.

The contract with Capistrano Unified School District and Syntex Global shall be extended through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$8,000.

Except as set forth in this Extension Agreement, and Board approved on August 20, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

Capistrano Unified School District

By: 
Signature


Terry Fluent
Print name

Director, Purchasing
Title

Date: 9/25/14

DISTRICT

Syntex Global

By: 
Signature

Sayla Lim
Print Name

Founder
Title

Date: 9-15-14



EXTENSION OF AGREEMENT I1112088

WITH

ALPENSPRUCE SOFTWARE, INCORPORATED

The Independent Contractor Agreement I1112088 with Capistrano Unified School District and Alpenspruce Software, Incorporated, called for an original contract period of December 1, 2011, through November 30, 2012.

On January 7, 2013, I1112088 was extended for the period of December 1, 2012, through November 30, 2013; on November 12, 2014, the contract was extended for the period of December 1, 2014, through November 30, 2015.

The contract with Capistrano Unified School District and Alpenspruce Software, Incorporated shall be extended an additional twelve (12) months, for the period covering December 1, 2015, through November 30, 2016 with estimated expenditures of \$75,000, at the rates shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and originally Board approved on November 30, 2011, January 1, 2013, and November 12, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Alpenspruce Software, Incorporated

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Date: March 23, 2016

Date: _____

EXHIBIT A
FEE SCHEDULE

Alpen Spruce, Inc.
Christopher Mayer
6011 174th ST SE
Snohomish, WA, 98296
425-591-5925
chris@alpenspruce.com

Description of Services

The contractor, throughout the support of the applications 'Employee Requisition' and 'School of Choice' or through the development and implementation of any district initiated initiatives will provide the general professional services necessary to ensure delivery within established timelines and budgetary constraints. These general services shall include, but are not limited to the following:

- A. Business Analysis and Technical Consultation
- B. Software, system and SharePoint Development, Testing and Troubleshooting
- C. Systems Integration
- D. Application deployment
- E. Training
- F. Project Management
- G. User Interface Design & Graphics Production

Rate of Pay & Expenses

All services will be billed an hourly rate of \$125/hour.

CONTRACTOR'S NAME: AlpenSpruce, LLC

CONTRACT No. 11112088



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between Capistrano Unified School District, hereinafter referred to as "DISTRICT", and AlpenSpruce, LLC hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. Services to be provided by CONTRACTOR: Services related to the development, training and deployment of SharePoint software and additional services as required.

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

CONTRACTOR'S NAME: AlpenSpruce, LLC

CONTRACT No 11112088

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: All travel expenses not to exceed \$3,000.00.

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

2

CONTRACTOR'S NAME: AlpenSpruce, LLC

CONTRACT No. 11112088

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

3

CONTRACTOR'S NAME: AlpenSpruce, LLC

CONTRACT No. 11112088

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

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

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

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

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

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

CONTRACTOR'S NAME: AlpenSpruce, LLC CONTRACT No. 11112088

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

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

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

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

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

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

CONTRACTOR'S NAME: AlpenSpruce, LLC CONTRACT No. 11112088

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:

AlpenSpruce, LLC
6011 174th St. SE
Snohomish, WA 98296

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: AlpenSpruce, LLC

CONTRACT No 11112088

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

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

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

a. Exhibit	A	Fee Schedule (Dated 11 2 2011)
b. Exhibit	B	None
c. Exhibit	C	None

THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF December, 2011

Capistrano Unified School District

Name of District

By: Terry Fluett

Terry Fluett

Typed Name

Director, Purchasing

Title

November 30, 2011

Board Approval Date

Initials/Date BH 11 8 11

AlpenSpruce, LLC

Contractor Name

Signature: Christopher Mayer

Christopher Mayer

Typed or Printed Name

Principal

Title

26-3153337

Taxpayer Identification Number



Project:

Employee Requisition and Open Enrollment work description.

Prepared For:

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, California 92675

(949) 234-9200 Phone | (949) 493-8729 Fax

Prepared By:

AlpenSpruce, LLC

Christopher Mayer

6011 174th ST SE

SNOHOMISH, WA 98296

425-591-5925

Submitted: 11/2/2011



TABLE OF CONTENTS

1 - Description of Work and Specifications	3
Our Understanding	3
Services.....	3
2 - Deliverables	4
Employee Requisition Deliverables	4
Open Enrollment/School Transfer Deliverables	5
3 - Pricing	6
Additional expenses	6



1 - DESCRIPTION OF WORK AND SPECIFICATIONS

This Description of Work ("DOW") is prepared for Capistrano Unified School District ("Client") by AlpenSpruce Consulting ("Vendor")

The Vendor will provide seasoned expertise in these areas to deliver "world class" service and support. In addition to the areas listed below, the Vendor will provide additional value added support in terms of strategic guidance to ensure that the level of effort is maximized for greatest efficiency.

OUR UNDERSTANDING

Within the scope of this document, DISTRICT is undertaking two software initiatives that are designed to eliminate cumbersome paper processes and heavy District user workload

The first, Employee Requisition ("ER") is an application that will be SharePoint based, that will allow an internal user to initiate an Employee Requisition. This ER will then follow a defined workflow that will populate forms with data from existing systems, thereby minimizing the necessary amount of user keyed information, and then be routed for approval through the various stages required to realize an approved requisition

The second, Open Enrollment, also known as School Transfer, is a combination of a Web Application that will allow Parents/Guardians to initiate a Transfer Request, and a SharePoint Application that will allow District staff to manage the request through to approval or rejection. The web Application will collect the minimum amount of information necessary for a parent to be able to uniquely identify their student(s) and request the initiation of a transfer request. The SharePoint Application will allow District staff to review applications, update school position availability, assign positions to top priority requests, and conduct lotteries for open positions on a per school basis.

SERVICES

The contractor, throughout the implementation of these two initiatives will provide the general professional services necessary to ensure delivery within established timelines and budgetary constraints. These general services shall include, but are not limited to the following:

- A. Business Analysis and Technical Consultation
- B. Software, system and SharePoint Development, Testing and Troubleshooting
- C. Systems Integration
- D. Application deployment
- E. Training
- F. Project Management
- G. User Interface Design & Graphics Production



2 - DELIVERABLES

In addition the general services, each Initiative has Milestones and deliverables associated with it. The Milestone grids below show those respective deliverables and the estimation of hours that is estimated to complete those tasks. Estimations were done based on the information known and gathered at the time this document was prepared

EMPLOYEE REQUISITION DELIVERABLES

Task Item	Description	Hours Estimation
Forms for Parts A, B, C, D	Create forms, based on the existing Employee Requisition documents, which will allow users to input the necessary information at the pertinent stages in the workflow. These forms will be utilized for both Classified and Certificated requisitions	32
QSS integration	Pre-populate forms with available information from QSS such to minimize user entry of data	22
Work Flow process	Ensure there is unilateral understanding of the workflow stages	21
Roles Support	Implementation of role based access and visibility for the defined roles to respective forms	24
Task Dashboards	Implement dashboards, targeted to roles and users, which show the state of each requisition and the task or approval that is required next	27
Task messaging and reminders	Implement messaging, notifications and reminders to targeted roles and users such that users are informed as to ER progress and reminded that tasks are due to keep the process moving forward	32
Testing	Unit and user testing of all the components and workflow processing. This stage will be done in conjunction with CUSD User Acceptance Testing personnel who will conduct user testing as well.	48
Reports	Creation of reports that show pertinent metrics about the ER process	31
Deployment	Continuous deployment and configuration of release builds to the District environment(s), including test and production	28
Training	Train the Trainer level transition so the District is able to be self sufficient in the roll-out and adoption of the application	16
		281



OPEN ENROLLMENT/SCHOOL TRANSFER DELIVERABLES

Milestone	Description	Hours Estimation
Update and finalize mockups to reflect user interfaces and process flow.	This includes design of the forms that Parents/Guardians will see and use when they initiate a request, the forms District staff will use to administer the process and the workflow that will take a request from application to approval or decline.	8
Parent or Guardian Internet request submission form	A Parent will be able to visit the District site and enter information into a form to initiate a request. The form will collect the minimum amount of information as necessary, and will also allow the collection of a new address. Verification of an address will be required upon award of the request.	17
District interface forms for request review approve, and decline	Implementation of District application administrator forms that allow for request review. The requests can be edited, or updated, and the status can be changed, such as to approve or award.	32
Queue Lottery for automatic request approve and decline	As schools have openings available, the system will be able to designate which top priority applications are randomly assigned to those open positions. The number of open positions available at a school will be manually updated, by a School's administrator, and will be decremented accordingly with assignment of lottery positions.	20
Parent or Guardian request status form	Once a parent has submitted a request, they will be issued a request number. They can use that number at any point to return to the site and check the status of their request.	15
Roles Support	Currently there appears to be three classes of users: district application administrators, members, and viewers. Application administrators have full access, members are limited to a school but have some write access, and viewers have only read access.	16
Form emails delivered to the parent automatically as the student passes through various stages	As requests are approved or declined, emails will be sent to parents that have been indicated this is their preferable form of communication.	17
QSS Integration	As an administrator, I want to have the student information automatically populate in the tool so that I do not have to manually enter or switch between systems.	16
Notification letters in batch printable for parents that do not use the Internet	The application will allow for hard copy letters to be created and printed out by a District Application Administrator, such that they can be mailed out to Parents who cannot be updated or informed via email.	16
Testing	Unit and user testing of all the components and workflow processing. This stage will be done in conjunction with CUSD User Acceptance Testing personnel who will conduct user testing as well.	10
Reports	Creation of reports that show pertinent metrics about the Transfer process. These reports will include both District wide aggregates as well as school specific.	24
Deployment	Continuous deployment and configuration of release builds to the	20

5



Training	District environment(s), including test and production	16
	Train the Trainer level transition so the District is able to be self sufficient in the roll-out and adoption of the application	257

3 - PRICING

RESOURCE	RATE
Consultant	\$125 / hr

ADDITIONAL EXPENSES

All travel expenses directly related to project activity incurred by AlpenSpruce in connection with its performance of the Services for Client will be reimbursed by Client, to a maximum of \$3000 in accordance with Payment Terms. All expenses and disbursements will be pre-approved by Client.

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. 11112088

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ALPENSPRUCE, LLC

The Agreement between Capistrano Unified School District and AlpenSpruce, LLC, was extended for the period of December 1, 2013, through November 30, 2014.

The following Special Condition is added to the agreement:

COOPERATION AGREEMENT:

AlpenSpruce has agreed to develop this and all other products covered under this agreement at a reduced number of hours in exchange for product reuse and Capistrano Unified School District cooperation and assistance in product resale. As part of this cooperation agreement, AlpenSpruce will reimburse Capistrano Unified School District 20% of all revenue accumulated as a result of their introductions and assistance in product resale. Capistrano Unified School District will have the choice of realizing reimbursements in the form of direct payments made to Capistrano Unified School District from AlpenSpruce once AlpenSpruce has received payment from the resale district OR in the form of Services from AlpenSpruce once the contractual sale is complete with the resale district.

Except as set forth in this amendment, and Board approved on August 24, 2010, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

AlpenSpruce, LLC

By: Terry Fluent
Signature

By: Christopher Moyer
Signature

Terry Fluent

Christopher Moyer
Print Name

Director, Purchasing

Partner
Title

Date: 12/17/13

Date: 12/5/13

EXTENSION OF AGREEMENT NO. 11112088

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ALPENSPRUCE, LLC

Independent Contractor Agreement No. 11112088 called for an original 12-month contract covering the period of December 1, 2011, through November 30, 2012.

The contract with AlpenSpruce, LLC shall be extended an additional twelve (12) months for the period December 1, 2012, through November 30, 2013, at the prices shown in Exhibit A to this Extension Agreement.

The total cost of services requested by District and provided by Consultant under this extension shall not exceed \$75,000. This amount may be increased by mutual agreement or both parties by written amendment.

Except as set forth in this Extension Agreement, and Board approved on November 30, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

AlpenSpruce, LLC

By: 
Signature

By: 
Signature

Terry Fluent

Christopher Mayer
Print Name

Director, Purchasing

Principal
Title

Date 1/7/13

Date 11/29/2012



October 1, 2012

Terry Fluent

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

Subject: Renewal Independent Contractors Agreement No. I1112088

Dear Terry,

Please consider this letter as official confirmation of our wish to extend our existing contract, I1112088, for an additional 12 month period through November 30, 2013.

In efforts to help control your costs while managing the state's ongoing financial crisis, and per your direct request, I will reduce my fees for all services by 10% for the renewal period of December 1, 2012 through November 30, 2012.

Sincerely,

Christopher Mayer

415-591 5925

6012 174th ST SE
Snohomish, WA
98296

AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. I1112088

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ALPENSAPRUCE, LLC

The Agreement between Capistrano Unified School District and AlpenSpruce, LLC, was extended for the period of December 1, 2013, through November 30, 2014.


The agreement with AlpenSpruce, LLC shall be amended to reflect the new business name of AlpenSpruce Software, Incorporated.

Except as set forth in this amendment, and Board approved on August 24, 2010, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

AlpenSpruce Software,
Incorporated

By: 
Signature

By: 
Signature

Terry Flunt

Christopher Mayer
Print Name

Director, Purchasing

Principal / President
Title

Date: 3/14/14

Date: 2/20/2014

EXTENSION OF AGREEMENT NO. I1112088

WITH

ALPENSAPRUCE SOFTWARE, INCORPORATED

Independent Contractor Agreement No. I1112088 called for an original 12-month contract covering the period of December 1, 2011, through November 30, 2012.

The contract with AlpenSpruce Software, Inc., shall be extended an additional twelve (12) months for the period December 1, 2014, through November 30, 2015.

The total cost of services requested by District and provided by Consultant under this extension shall not exceed \$75,000. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Extension Agreement, and Board approved on November 30, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: Terry Fluent
Signature

Terry Fluent

Director, Purchasing

Date: 12/4/14

CONSULTANT

AlpenSpruce Software, Incorporated

By: Christopher Mayer
Signature

Christopher Mayer
Print Name

Principal
Title

Date: 12/4/2014

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICE AGREEMENT
PSA 1314153**

WITH

SCHOOL FACILITY CONSULTANTS

On January 22, 2014, Professional Service Agreement No. PSA 1314153 with Capistrano Unified School District and School Facility Consultants called for services to be rendered at the rates shown in the agreement for the period of January 23, 2014, through January 22, 2015. On April 9, 2014, this contract was amended to include special conditions as shown in Exhibit A of this Agreement. On January 22, 2015, PSA 1314153 was extended for the period of January 23, 2015, through January 22, 2016. On December 9, 2015, PSA 1314153 was extended for the period of January 23, 2016, through January 22, 2017.

The total cost of services requested by the District and provided by the School Facility Consultants under this agreement, as amended, is estimated to be \$76,000 for additional services requested by the District to supplement contract PSA 1314153.

Except as set forth in this Amendment, and Board approved on January 22, 2014, April 9, 2014, January 22, 2015, and December 9, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

School Facility Consultants

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: March 23, 2016

Date: _____

EXHIBIT A
FEE SCHEDULE

SCHOOL FACILITY CONSULTANTS

Alexander R. Murdoch
1303 J Street, Suite 500
Sacramento, CA 95814
(916) 441-5063
(916) 441-2848 fax
alex@s-f-c.org

Description of Services

Coordination, Compliance and Tracking Services Associated with California Department of Education

Rate of Pay & Expenses

Hourly Rate Schedule

Principal	\$195 per hour
Director	\$175 per hour
Senior Consultant	\$170 per hour
Consultant	\$150 per hour
Research Analyst	\$125 per hour
Administrative Support	\$70 per hour

Signature _____ Date _____

Typed or Printed Name _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of January 23, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

SCHOOL FACILITY CONSULTANTS

WHEREAS, DISTRICT is authorized by Section 4526 and 53050 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, DISTRICT through RFP NO. 6-1314, selected Contractor to provide State School Building Program Advisor Services.

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in RFP K-1314 State School Building Program Advisor Services and Consultant's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided hereunder, Consultant shall be compensated as set forth in Attachment "B" and incorporated herein by this reference. The total amount of services requested by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$56,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing January 23, 2014 through January 23, 2015 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ General Conditions ☐ Special Conditions ☒ Required Documents and Certifications ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above

DISTRICT
By [Signature]
Name Terry Fluent
Title Director, Purchasing
Board Approval Date 1/23/14

CONSULTANT
Signature [Signature]
Name Alexander R. Murdoch
Title President
Address 1303 J Street, Suite 500
Sacramento, CA 95814
Email Address alex@s-f-c.org
FEIN/SSN 68-0100909

Capistrano Unified School District

**State School Building
Program Advisor
Statement of Qualifications**

**SCHOOL
FACILITY**

Section 1

Cover Letter

Section 2

Qualifications and Experience

Section 3

Delivery of Services

Section 4

Similar Advisory Roles

Section 5

***Terminations, Litigation or
Sanctions***

Section 6

Fee Estimate

Section 7

Appendix

SCHOOL FACILITY CONSULTANTS

1303 J STREET, SUITE 500
SACRAMENTO, CA 95814
PHONE: (916) 441-5063
FACSIMILE: (916) 441-2848
WWW.S-F-C.ORG

January 7, 2014

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

Subject: Capistrano Unified School District
RFQ/P – State School Building Program Advisor

Dear Ms. Fluent:

School Facility Consultants (SFC) is pleased to submit this response to your Request for Qualifications/Proposal for a State School Building Program Advisor. SFC is fully and uniquely qualified to provide the scope of services described in your December 16, 2013 RFQ/P.

SFC has been in the school planning and funding business since 1986. Our knowledgeable and experienced staff has worked with hundreds of school district clients to realize billions of dollars in capital funding for school projects. We understand the intricacies of the planning and funding process in California, including the procedures and requirements of the Office of Public School Construction (OPSC), California Department of Education (CDE).

SFC also closely monitors legislative and regulatory developments that may advantage school districts. Our Sacramento location enables us to attend legislative hearings, regulatory development hearings, and stakeholder group meetings that affect capital funding for school districts. This comprehensive approach to mastering California's school facility funding interests allows us to take advantage of new opportunities as soon as they become available.

"Describe how hiring you as Advisor will save the District money through an accurate evaluation of the District's facilities capacity (prepared by Advisor) as compared with the District's facilities standards and its projected enrollment (prepared by others)."

SFC will approach the Advisor role with one major goal. Generate as much additional capital funding as possible for the District. More funding translates into savings for the local portion of the District's capital program. That savings can then be used to fund projects that otherwise might not have been completed.

The School Facility Program (SFP) has very specific entitlement calculation requirements that do not usually align with a district's capacity and enrollment projection methodologies. One key to a successful funding program is to understand these differences, and accurately and aggressively pursue the opportunities allowed in the law. SFC understands the classroom counting capacity regulations as well as the approved enrollment projection methodologies that the District may use. We will use these regulations to label and

count classrooms in a way that maximizes eligibility. We will also use these regulations to run multiple State approved enrollment projections to identify the one that most benefits the District. In practice this often means that the facility needs of the District do not match up to the entitlement for State funding. As Advisor, SFC's role is to clearly identify any opportunities and help the District to work those opportunities into the capital program.

In some cases this misalignment of District needs and State funding entitlement requires a creative approach that utilizes multiple funding programs for a single District project. SFC has extensive experience doing just that. The following examples may be helpful in showing the types of projects where SFC has generated significant value and saved millions of dollars for our clients.

LA ESCUELITA EDUCATION COMPLEX - OAKLAND UNIFIED SCHOOL DISTRICT

SFC worked with the Oakland Unified School District to bring together several funding sources to make the La Escuelita Educational Complex a success. This complex K-12 project on a small site was funded with a combination of local bonds, \$15.4 million in State New Construction funds, \$1.1 million in State Modernization funds, \$1.7 million in State High Performance funds, \$10.4 million in State Overcrowded Relief Grant funds and \$5.8 million in State Incentive funding for a district owned site..

SAN MARCOS ELEMENTARY SCHOOL - SAN MARCOS UNIFIED SCHOOL DISTRICT

San Marcos Elementary School was an aging facility in need of modernization or replacement. Because the site was small and oddly shaped, the District worked with the adjacent landowner, the City of San Marcos, to reconfigure the site to make it a more functional layout through a mutually beneficial land swap. SFC worked with the District to develop the most beneficial funding option. Coordinating several meetings with the Office of Public School Construction, SFC was able to assist the District to navigate through the complex funding regulations, securing necessary agency approvals, and access a rarely used additional grant for replacing single story facilities (AB 801). SFC worked with the District to obtain \$14.5 million in state funding.

PORTOLA MIDDLE SCHOOL - WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

SFC worked with the District to obtain \$20.3 million in state funding for the Portola Middle School relocation, modernization and renovation project. The District decided to move an existing middle school campus to an existing elementary school campus after deeming a portion of the existing middle school site seismically unsafe. The project included creation of an open courtyard, seismic upgrades, gym and locker room renovations. SFC successfully guided the District through the various stages of the Office of Public School Construction application processes to obtain final State Allocation Board approval and maximum funding for the project. SFC worked with the District to obtain funding for modernization of the existing and new site, seismic/facility hardship funding to replace existing facilities with facilities at the new site, and obtain high performance grant funding for the project.

WALTON SPECIAL EDUCATION CENTER - STOCKTON UNIFIED SCHOOL DISTRICT

The Stockton Unified School District operates the Walton Special Education Center to serve its severely disabled students. Since the Center provided services for the entire District, SFC worked to obtain \$4.4 million in funding by combining five funding applications (one modernization and four new construction applications) from four different high school attendance areas to apply to the project. The project included

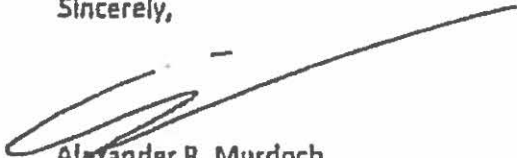
replacing portables with new construction funding and funded the reconfiguration of an existing building with new construction funding.

"State whether persons providing service under this agreement will be employees of Proposer or subconsultants."

All persons providing services under this agreement will employees of School Facility Consultants.

SFC is excited about the opportunity to work for the Capistrano Unified School District in the role of Advisor. We believe that we are well positioned to assist the District in maximizing the funding available from the State School Facility Program. Thank you for your consideration.

Sincerely,



Alexander R. Murdoch
President

School Facility Consultants (SFC) has over twenty-five years of experience, producing successful outcomes and billions of dollars in state and federal funding for its clients.

Our Sacramento office serves as the heart of our operation, providing our consultants with immediate access to State Agency representatives and legislators. In order to provide the customized services that our clients require and depend upon, SFC also maintains a presence throughout the State. In addition to its Sacramento location, SFC has consulting staff located in the San Francisco Bay Area, we maintain office space in Fresno County, and our consultants regularly participate in workshops, seminars, and frequent client meetings in Northern & Southern California. By being available throughout all regions of California, we are able to provide our clients with valuable face-to-face meeting time in their home territories. SFC has a total of eleven professional consultant staff and three administrative staff.

School Facility Consultants is also an active participant in the School Energy Coalition, which has taken a lead in representing school districts' needs and concerns in California on Proposition 39 and other energy issues.

SFC SERVICES

School Facility Consultants (SFC) is a full service company assisting school districts, county offices of education, private agencies, architects, and developers in all aspects of school facility planning. SFC offers a wide variety of services to clients, including, but not limited to the following:

STATE FUNDING ELIGIBILITY AND APPLICATION

California school districts and County offices of education have the potential to realize significant State funding contributions through individualized analysis of funding eligibility under the State's School Facility Program (SFP). SFC consulting staff is trained to analyze complex data sets in order to determine eligibility and access funding available through the Office of Public School Construction (OPSC) and other State agencies. SFC assists districts in navigating the multi-step requirements and coordinating with these agencies through the entire funding process.

FUNDING STRATEGY

By synthesizing our various areas of technical expertise, SFC consulting staff is equipped to develop complex and effective long and short term funding strategies that provide proven results in facilities funding. As a full-service consulting firm, SFC has the ability to take school districts facilities projects from start to finish, applying methodology that garners the greatest funding gains while addressing specific and individual project needs which may evolve during the life of the project. SFC assists clients in providing a long term strategy which results in maximizing outside funding sources to expand the life of their local funding availability. These efforts ultimately afford our clients with the ability to provide additional and enhanced learning environments for students.

PROJECT CLOSEOUT AND AUDIT SUPPORT

As part of participation in the SFP, school districts and county offices of education are required by statute and regulation to conform to a number of certifications, as well as to ensure that funds received are expended appropriately. As part of the project closeout process, OPSC conducts extensive audits, during which clients are asked to produce evidence of project expenditures and compliance with certifications. SFC assists clients in compiling the documentation necessary to demonstrate conformance with expenditure requirements and the numerous certifications in order for clients to retain their awarded project funding amounts.

MASTER PLANNING

Clients utilize Master Plans to forecast their facility needs into the future. SFC produces comprehensive Master Plans for clients, which assess potential impacts associated with outside area developments such as new residential development, shifts in demographic trends, and fluctuating district boundaries. Unification studies, territory transfer and school site placement are interpreted as the physical needs of clients' facilities are also assessed and addressed through use of Master Plans.

DEVELOPER FEE STUDIES

School districts are authorized to collect impact fees on new residential and commercial/industrial development pursuant to California law. The preparation of developer fee studies in accordance with statute is required in order for districts to collect these fees. These studies utilize local district data, including new residential development, historical statistical information, and school construction costs to determine the dollar amount that can be justified for collection by the school district. SFC's Planning Division prepares Justification Studies (Level 1) and School Facility Needs Analysis Studies (Level 2 and 3) according to the State Allocation Board's (SAB) provisions.

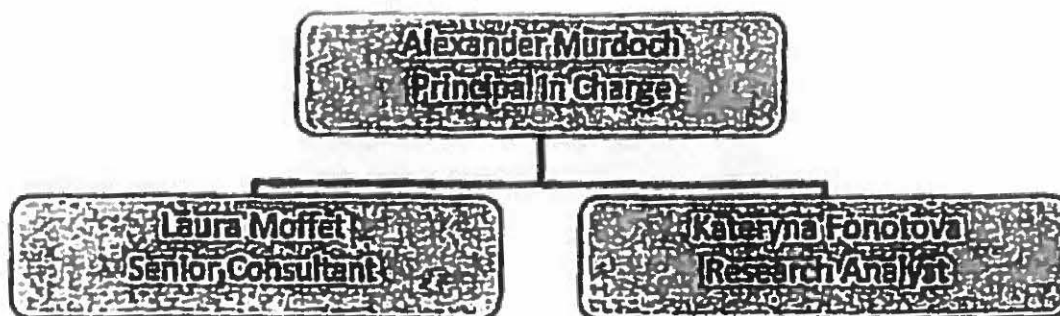
FEDERAL FUNDING

A variety of funding options are available to school districts beyond what is offered through the State School Facility Program. SFC helps clients seek a broad scope of funding sources through specific federal programs. Many of these federal programs mandate that funds be applied to particular, substantiated uses. SFC reviews clients' projects relative to these federal programs to ensure that clients maintain the ability to meet those accounting requirements.

At SFC, we offer a full-range of comprehensive services and work closely with clients to become a seamless extension of facility teams. Based in Sacramento, our consulting teams are active in the implementation, analysis, and monitoring of State programs and regulations. We have developed strong working relationships with state agency staff members and bring a deep understanding of facility planning to each of our client's projects.

SFC's team structure provides its clients with reliability, accessibility and a broad knowledge base. The SFC partners maintain direct involvement with clients through regular communications with the consulting teams which maintains strong connections between consultants and clients. A Senior Consultant serves as the primary client liaison and manager of each client's project issues. Additional consulting staff is available on the team to provide additional support, research, and production of work product. Team leaders manage workload and troubleshoot potential issues for the team. The team approach ensures that a consultant is always available to provide immediate assistance to clients. By working collaboratively, our consulting team members contribute their individual expertise toward an extensive and comprehensive knowledge base that addresses the unique needs of individual clients.

Here is the team assigned to the Capistrano Unified School District:



ALEXANDER R. MURDOCH
PRESIDENT/PARTNER

Alex Murdoch has worked in the school facility industry for over twenty years providing consulting services for clients in all areas of school facility planning and funding. As President and Partner of School Facility Consultants, Alex applies sophisticated methodologies to the facility funding and planning process resulting in the successful, timely delivery of innovative and complex projects.

As an industry leader, Alex is credited with a number of significant accomplishments including innovative planning that resulted in funding for a school district's reuse of commercial property for educational and

economic revitalization purposes, being first to secure a lease/lease-back funding guarantee from the Office of Public School Construction for a school district and being first to receive special, legislated funding for a school district's multi-story replacement project.

In his work representing our client's interests, Alex has crafted dozens of successful appeals to the State Allocation Board, brought numerous special items before the State Allocation Board and has crafted successful statewide bond provisions. Alex's expert understanding of California Ed code and School Facility Program regulations has resulted in millions of dollars of funding for California school districts.

In these capacities, Alex applies a nuanced approach to the political intricacies of the allocation of school facilities funding. As School Facility Consultants' representative to Californians for School Facilities, Alex works to increase the Federal commitment to California school facilities. He specializes in identifying statewide policy trends which are beneficial to the firm's clients. As an appointed member of statewide committees, Office of Public School Construction's Ad Hoc Committee in 2007 and the Coalition for Adequate School Housing's Grant Adequacy Committee in 1999, Alex has been instrumental in contributing to changes in regulations and legislation that benefit schools in California today.

Additionally, Alex expanded SFC's services beyond K-12 to community colleges, eventually establishing Community College Services Group (CCS Group) in 1998 as the preeminent community college consulting firm in the state of California. Most recently, Alex partnered in the creation of ALMA strategies, an affiliate of School Facility Consultants, in order to better meet client needs. ALMA Strategies provides construction planning, financial planning, real estate asset management, energy/solar consulting, and educational specifications that expand on the services provided by School Facility Consultants. Alex Murdoch is also a managing partner of the advocacy and association management firm of Murdoch, Walrath and Holmes.

MATTHEW A. PETTLER
VICE PRESIDENT/PARTNER

Matt Pettler has been with School Facility Consultants (SFC) for fifteen years. He became a Principal and Partner in the firm in January of 2007, and today serves as Vice President. Matt has assisted over 100 districts receive well over \$1 billion dollars in capital outlay funds for public school facilities in California. Matt specializes in managing client projects in all areas of the State School Facility Program as well as leading developer fee mitigation and District Facility Master Planning efforts.

During his time with SFC, Matt has prepared developer fee justification documents and successfully worked with the Building Industry Association (BIA) to secure millions of dollars needed to offset the impact of new residential development. He has led master planning teams in a number of school districts, allowing those districts to plan and execute successful bond elections and construct needed facilities for students.

Additionally, Matt has played a key role in multiple successful school district appeals before the State Allocation Board gaining over \$350 million dollars in Financial Hardship, Overcrowding Relief Grant and Facility Hardship funding. Matt has also assisted many school districts with complex audit/closeout issues reaching successful outcomes, avoiding Material Inaccuracy penalties.

Through these successes Matt has established relationships with State Allocation Board members, their staff and State Agency leadership.

Prior to joining SFC, Matt was employed in the office of Los Angeles Mayor Richard J. Riordan gaining valuable knowledge of State Education Policy Issues.

Matt is a graduate of the University of California, Los Angeles where he earned degrees in Political Science and Public Policy.

LAURA MOFFETT**SENIOR CONSULTANT**

Ms. Moffett assists clients in obtaining the maximum funding available for projects by reviewing all potential funding mechanisms administered by the State Allocation Board including the Career Technical Education Facilities program, Overcrowding Relief Grant program, Emergency Repair program and Facility Hardship program. Ms. Moffett thoroughly reviews each district's eligibility in these programs and assists districts in all aspects of the application process. Ms. Moffett's 14 years of experience with the firm affords her extensive insight into the School Facility Program.

Ms. Moffett is a graduate of California State University, Sacramento with a Bachelor of Arts Degree in Psychology.

KATERYNA FONOTOVA**RESEARCH ANALYST**

Ms. Fonotova provides assistance in conducting complex data analysis in all aspects of school facility projects. Prior to joining School Facility Consultants, Ms. Fonotova gained extensive experience in performing research of project funding opportunities and writing grant proposals for the Planning and Conservation League. Ms. Fonotova assist clients with her Geographic Information System (GIS) and enrollment projection expertise.

Ms. Fonotova is a graduate of The Ohio State University, Columbus with a Bachelor of Science Degree in City and Regional Planning.

Below is a selected list of clients that SFC has provided school facility consulting services similar to the ones requested in the Capistrano Unified School District's Request for Qualifications:

Grossmont Union High School District
Katy Wright, Program Director School Construction
Email: Kwright@guhsd.net
(619) 644-8154

Oakland Unified School District
Tim White, Assistant Superintendent Facilities
Email: Timothy.white@ousd.k12.ca.us
(510) 535-7083

Cesar Monterrosa, Coordinator
of Facilities Planning and Management
Email: Cesar.Monterrosa@ousd.k12.ca.us

Elk Grove Unified School District
Robert Pierce, Associate Superintendent, Facilities and
Planning
Email: RDPierce@egusd.net
(916) 686-7711

Solana Beach School District
Caroline Brown
Email: facilities@sbsd.k12.ca.us
(858) 794-7140

Palo Alto Unified School District
Robert Golton, Chief Business Officer
Email: rgolton@pausd.org
(650) 329-3980

Kern High School District
Jack "Woody" Colvard, Director of Facilities & Planning
Email: jcolvard@khsd.k12.ca.us
(661) 827-3127

Orange County Department of Education
Nina Boyd, Assistant Superintendent,
Human Resources/Support Services
Email: Nboyd@ocde.us
(714) 966-4485

Stockton Unified School District
Steve Breakfield, Director of Facilities and Planning
Email: sbreakfield@stockton.k12.ca.us
(209) 933-7045 ext. 2341

Bakersfield City School District
Steve McClain, Chief Business Officer
Email: mcclains@bcsd.com
(661) 631-4696

West Contra Costa Unified School District
Madgy Abdalla, District Engineering Officer
mabdalla@wccusd.net
(510) 307-4544

San Dieguito Union High School District
John Addleman, Director of Planning
& Financial Management
Email: John.Addleman@sduhsd.net
(760) 753-5491 ext. 5532

Central Unified School District
Kelly Porterfield, Assistant Superintendent/
Chief Business Officer
Email: kporterfield@centralunified.org
(559) 274-4700 ext. 105

Lodi Unified School District
Vicki Brum, Planning Analyst
Email: vbrum@lodiusd.k12.ca.us
(209) 331-7223

Ripon Unified School District
William Draa, Superintendent
Email: wdraa@sjcoe.net
(209) 599-2131 ext. 29

Jefferson Elementary School District
Rick Young, Director, Facilities Maintenance & Operations
Email: RYoung@jsd.k12.ca.us
(650) 991-1346

TERMINATIONS, LITIGATION OR SANCTIONS

School Facility Consultants has not had any occurrences of the following nature within the last five years:

- Terminated by a client for non-performance
- Claims filed against the firm related to its services
- Sanctions filed against the firm

FEE ESTIMATE

SFC proposes to provide the services outlined at the hourly rate schedule below.

The fees shall cover all expenses incurred in Sacramento by SFC on behalf of the. If it becomes necessary for a Consultant from SFC to visit the District, SFC will bill these services at the rate schedule below. The District will also reimburse SFC for all necessary and pre-approved travel expenses for meetings requested.

Hourly Rate Schedule

Principal	\$195 per hour
Director	\$185 per hour
Senior Consultant	\$180 per hour
Consultant	\$160 per hour
Research Analyst	\$135 per hour
Administrative Support	\$ 80 per hour

The following items are included in the attached Appendix:

- Certification
- Certification by Contractor of Criminal Records Check – N/A for this type of Service
- School Facility Consultants agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect vendor and District against liability or claims of liability, which may arise out of the agreement.
- W-9 Form
- Conflict of Interest Certification
- Non-collusion Declaration
- Tobacco Use Policy

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1314153**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SCHOOL FACILITY CONSULTANTS

Professional Services Agreement PSA 1314153 called for services to be rendered at the rates shown in the agreement. This amount may be increased by mutual agreement of both parties by written amendment.

The Professional Services Agreement PSA 1314153 with Capistrano Unified School District and School Facility Consultants shall be amended by special conditions as shown in Exhibit A.

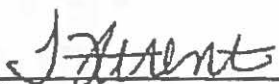
Except as set forth in this Amendment, and Board approved on January 22, 2013, all other terms of the contract remain in full force and effect.

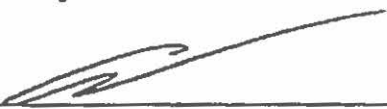
DISTRICT

CONSULTANT

Capistrano Unified School District

School Facility Consultants

By: 
Signature

By: 
Signature

Terry Fluent

Alexander R. Murdoch
Print Name

Director, Purchasing

President
Title

Date: 4/9/14

Date: 3/13/14

Exhibit A

SPECIAL CONDITIONS

PSA 1314153

SCHOOL FACILITY CONSULTANTS

Delete Article 12 Insurance Requirements in its entirety and replace with:

12. Insurance Requirements

During the entire term of this Agreement, and for a minimum of a full three (3) years from the final completion of the Consulting Services under this Agreement, Consultant shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);
- 2) Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability);
- 3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance;
- 4) Professional Liability (Errors and Omissions) insurance, unless waived in writing by the District.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- 4) Professional Liability (Errors and Omissions): \$1,000,000 combined single limit per claim and \$1,000,000 aggregate.

**EXTENSION NO. 1 TO PROFESSIONAL SERVICE AGREEMENT
CONTRACT NO. PSA 1314153**

WITH

SCHOOL FACILITY CONSULTANTS

The Professional Service Agreement PSA 1314153 with Capistrano Unified School District and VENDOR called for an original contract period of January 23, 2014 through January 22, 2015.

The contract with Capistrano Unified School District and School Facility Consultants shall be extended an additional twelve (12) months, covering the period January 23, 2015, through January 22, 2016, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$56,000.

Except as set forth in this Extension Agreement, and Board approved on January 23, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

By: [Signature]
Signature

Lynh N. Nguyen
Print name
Executive Director, Contracts &
Purchasing
Title

Date: 01 - 22 - 2015

SCHOOL FACILITY CONSULTANTS

By: [Signature]
Signature

Alexander R. Murdoch
Print Name
President
Title

Date: 12/23/14

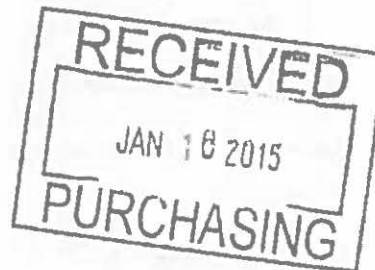


EXHIBIT A

Hourly Rate Schedule

Principal	\$195 per hour
Director	\$175 per hour
Senior Consultant	\$170 per hour
Consultant	\$150 per hour
Research Analyst	\$125 per hour
Administrative Support	\$70 per hour

**EXTENSION NO. 2 TO PROFESSIONAL SERVICE AGREEMENT
CONTRACT NO. PSA 1314153**

WITH

SCHOOL FACILITY CONSULTANTS

Professional Service Agreement PSA 1314153 with Capistrano Unified School District and School Facility Consultants called for an original contract period of January 23, 2014, through January 22, 2015.

On January 22, 2015, the contract with Capistrano Unified School District and School Facility Consultants was extended for the period of January 23, 2015, through January 22, 2016. PSA 1314153 shall be extended an additional twelve (12) months, covering the period of January 23, 2016, through January 22, 2017, at the rates shown in Exhibit A to this Extension No.2 Agreement, with expenditures estimated to be \$56,000.

Except as set forth in this Extension Agreement, and Board approved on January 23, 2014, and January 22, 2015, all other terms of the contract remain in full force and effect.

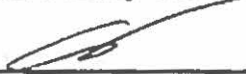
Capistrano Unified School District

By:  _____
Signature

Lynh N. Rust

Executive Director, Contracts & Purchasing

School Facility Consultants

By:  _____
Signature

Alexander R. Murdoch

Print Name

President

Title

Board Approval Date: December 9, 2015

November 30, 2015
Date: _____

EXHIBIT A

Hourly Rate Schedule

Principal	\$195 per hour
Director	\$175 per hour
Senior Consultant	\$170 per hour
Consultant	\$150 per hour
Research Analyst	\$125 per hour
Administrative Support	\$70 per hour

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICE AGREEMENT
PSA 1314153**

WITH

SCHOOL FACILITY CONSULTANTS

On January 22, 2014, Professional Service Agreement No. PSA 1314153 with Capistrano Unified School District and School Facility Consultants called for services to be rendered at the rates shown in the agreement for the period of January 23, 2014, through January 22, 2015. On April 9, 2014, this contract was amended to include special conditions as shown in Exhibit A of this Agreement. On January 22, 2015, PSA 1314153 was extended for the period of January 23, 2015, through January 22, 2016. On December 9, 2015, PSA 1314153 was extended for the period of January 23, 2016, through January 22, 2017.

The total cost of services requested by the District and provided by the School Facility Consultants under this agreement, as amended, is estimated to be \$76,000 for additional services requested by the District to supplement contract PSA 1314153.

Except as set forth in this Amendment, and Board approved on January 22, 2014, April 9, 2014, January 22, 2015, and December 9, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

School Facility Consultants

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: March 23, 2016

Date: _____

EXHIBIT A
FEE SCHEDULE

SCHOOL FACILITY CONSULTANTS

Alexander R. Murdoch
1303 J Street, Suite 500
Sacramento, CA 95814
(916) 441-5063
(916) 441-2848 fax
alex@s-f-c.org

Description of Services

Coordination, Compliance and Tracking Services Associated with California Department of Education

Rate of Pay & Expenses

Hourly Rate Schedule

Principal	\$195 per hour
Director	\$175 per hour
Senior Consultant	\$170 per hour
Consultant	\$150 per hour
Research Analyst	\$125 per hour
Administrative Support	\$70 per hour

Signature _____ Date _____

Typed or Printed Name _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of January 23, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

SCHOOL FACILITY CONSULTANTS

WHEREAS, DISTRICT is authorized by Section 4526 and 53050 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, DISTRICT through RFP NO. 6-1314, selected Contractor to provide State School Building Program Advisor Services.

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Consulting Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in RFP K-1314 State School Building Program Advisor Services and Consultant's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Consulting Services provided hereunder, Consultant shall be compensated as set forth in Attachment "B" and incorporated herein by this reference. The total amount of services requested by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$56,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing January 23, 2014 through January 23, 2015 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ General Conditions ☐ Special Conditions ☒ Required Documents and Certifications ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above

DISTRICT

By

Name Terry Fluent

Title Director, Purchasing

Board Approval Date 1/23/14

CONSULTANT

Signature

Name Alexander R. Murdoch

Title President

Address 1303 J Street, Suite 500
Sacramento, CA 95814

Email Address alex@s-f-c.org

FEIN/SSN 68-0100909

Capistrano Unified School District

**State School Building
Program Advisor
Statement of Qualifications**

**SCHOOL
FACILITY**

Section 1

Cover Letter

Section 2

Qualifications and Experience

Section 3

Delivery of Services

Section 4

Similar Advisory Roles

Section 5

***Terminations, Litigation or
Sanctions***

Section 6

Fee Estimate

Section 7

Appendix

SCHOOL FACILITY CONSULTANTS

1303 J STREET, SUITE 500
SACRAMENTO, CA 95814
PHONE: (916) 441-5063
FACSIMILE: (916) 441-2848
WWW.S-F-C.ORG

January 7, 2014

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

Subject: Capistrano Unified School District
RFQ/P – State School Building Program Advisor

Dear Ms. Fluent:

School Facility Consultants (SFC) is pleased to submit this response to your Request for Qualifications/Proposal for a State School Building Program Advisor. SFC is fully and uniquely qualified to provide the scope of services described in your December 16, 2013 RFQ/P.

SFC has been in the school planning and funding business since 1986. Our knowledgeable and experienced staff has worked with hundreds of school district clients to realize billions of dollars in capital funding for school projects. We understand the intricacies of the planning and funding process in California, including the procedures and requirements of the Office of Public School Construction (OPSC), California Department of Education (CDE).

SFC also closely monitors legislative and regulatory developments that may advantage school districts. Our Sacramento location enables us to attend legislative hearings, regulatory development hearings, and stakeholder group meetings that affect capital funding for school districts. This comprehensive approach to mastering California's school facility funding interests allows us to take advantage of new opportunities as soon as they become available.

"Describe how hiring you as Advisor will save the District money through an accurate evaluation of the District's facilities capacity (prepared by Advisor) as compared with the District's facilities standards and its projected enrollment (prepared by others)."

SFC will approach the Advisor role with one major goal. Generate as much additional capital funding as possible for the District. More funding translates into savings for the local portion of the District's capital program. That savings can then be used to fund projects that otherwise might not have been completed.

The School Facility Program (SFP) has very specific entitlement calculation requirements that do not usually align with a district's capacity and enrollment projection methodologies. One key to a successful funding program is to understand these differences, and accurately and aggressively pursue the opportunities allowed in the law. SFC understands the classroom counting capacity regulations as well as the approved enrollment projection methodologies that the District may use. We will use these regulations to label and

count classrooms in a way that maximizes eligibility. We will also use these regulations to run multiple State approved enrollment projections to identify the one that most benefits the District. In practice this often means that the facility needs of the District do not match up to the entitlement for State funding. As Advisor, SFC's role is to clearly identify any opportunities and help the District to work those opportunities into the capital program.

In some cases this misalignment of District needs and State funding entitlement requires a creative approach that utilizes multiple funding programs for a single District project. SFC has extensive experience doing just that. The following examples may be helpful in showing the types of projects where SFC has generated significant value and saved millions of dollars for our clients.

LA ESCUELITA EDUCATION COMPLEX - OAKLAND UNIFIED SCHOOL DISTRICT

SFC worked with the Oakland Unified School District to bring together several funding sources to make the La Escuelita Educational Complex a success. This complex K-12 project on a small site was funded with a combination of local bonds, \$15.4 million in State New Construction funds, \$1.1 million in State Modernization funds, \$1.7 million in State High Performance funds, \$10.4 million in State Overcrowded Relief Grant funds and \$5.8 million in State Incentive funding for a district owned site..

SAN MARCOS ELEMENTARY SCHOOL - SAN MARCOS UNIFIED SCHOOL DISTRICT

San Marcos Elementary School was an aging facility in need of modernization or replacement. Because the site was small and oddly shaped, the District worked with the adjacent landowner, the City of San Marcos, to reconfigure the site to make it a more functional layout through a mutually beneficial land swap. SFC worked with the District to develop the most beneficial funding option. Coordinating several meetings with the Office of Public School Construction, SFC was able to assist the District to navigate through the complex funding regulations, securing necessary agency approvals, and access a rarely used additional grant for replacing single story facilities (AB 801). SFC worked with the District to obtain \$14.5 million in state funding.

PORTOLA MIDDLE SCHOOL - WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

SFC worked with the District to obtain \$20.3 million in state funding for the Portola Middle School relocation, modernization and renovation project. The District decided to move an existing middle school campus to an existing elementary school campus after deeming a portion of the existing middle school site seismically unsafe. The project included creation of an open courtyard, seismic upgrades, gym and locker room renovations. SFC successfully guided the District through the various stages of the Office of Public School Construction application processes to obtain final State Allocation Board approval and maximum funding for the project. SFC worked with the District to obtain funding for modernization of the existing and new site, seismic/facility hardship funding to replace existing facilities with facilities at the new site, and obtain high performance grant funding for the project.

WALTON SPECIAL EDUCATION CENTER - STOCKTON UNIFIED SCHOOL DISTRICT

The Stockton Unified School District operates the Walton Special Education Center to serve its severely disabled students. Since the Center provided services for the entire District, SFC worked to obtain \$4.4 million in funding by combining five funding applications (one modernization and four new construction applications) from four different high school attendance areas to apply to the project. The project included


replacing portables with new construction funding and funded the reconfiguration of an existing building with new construction funding.

"State whether persons providing service under this agreement will be employees of Proposer or subconsultants."

All persons providing services under this agreement will employees of School Facility Consultants.

SFC is excited about the opportunity to work for the Capistrano Unified School District in the role of Advisor. We believe that we are well positioned to assist the District in maximizing the funding available from the State School Facility Program. Thank you for your consideration.

Sincerely,



Alexander R. Murdoch
President

School Facility Consultants (SFC) has over twenty-five years of experience, producing successful outcomes and billions of dollars in state and federal funding for its clients.

Our Sacramento office serves as the heart of our operation, providing our consultants with immediate access to State Agency representatives and legislators. In order to provide the customized services that our clients require and depend upon, SFC also maintains a presence throughout the State. In addition to its Sacramento location, SFC has consulting staff located in the San Francisco Bay Area, we maintain office space in Fresno County, and our consultants regularly participate in workshops, seminars, and frequent client meetings in Northern & Southern California. By being available throughout all regions of California, we are able to provide our clients with valuable face-to-face meeting time in their home territories. SFC has a total of eleven professional consultant staff and three administrative staff.

School Facility Consultants is also an active participant in the School Energy Coalition, which has taken a lead in representing school districts' needs and concerns in California on Proposition 39 and other energy issues.

SFC SERVICES

School Facility Consultants (SFC) is a full service company assisting school districts, county offices of education, private agencies, architects, and developers in all aspects of school facility planning. SFC offers a wide variety of services to clients, including, but not limited to the following:

STATE FUNDING ELIGIBILITY AND APPLICATION

California school districts and County offices of education have the potential to realize significant State funding contributions through individualized analysis of funding eligibility under the State's School Facility Program (SFP). SFC consulting staff is trained to analyze complex data sets in order to determine eligibility and access funding available through the Office of Public School Construction (OPSC) and other State agencies. SFC assists districts in navigating the multi-step requirements and coordinating with these agencies through the entire funding process.

FUNDING STRATEGY

By synthesizing our various areas of technical expertise, SFC consulting staff is equipped to develop complex and effective long and short term funding strategies that provide proven results in facilities funding. As a full-service consulting firm, SFC has the ability to take school districts facilities projects from start to finish, applying methodology that garners the greatest funding gains while addressing specific and individual project needs which may evolve during the life of the project. SFC assists clients in providing a long term strategy which results in maximizing outside funding sources to expand the life of their local funding availability. These efforts ultimately afford our clients with the ability to provide additional and enhanced learning environments for students.

PROJECT CLOSEOUT AND AUDIT SUPPORT

As part of participation in the SFP, school districts and county offices of education are required by statute and regulation to conform to a number of certifications, as well as to ensure that funds received are expended appropriately. As part of the project closeout process, OPSC conducts extensive audits, during which clients are asked to produce evidence of project expenditures and compliance with certifications. SFC assists clients in compiling the documentation necessary to demonstrate conformance with expenditure requirements and the numerous certifications in order for clients to retain their awarded project funding amounts.

MASTER PLANNING

Clients utilize Master Plans to forecast their facility needs into the future. SFC produces comprehensive Master Plans for clients, which assess potential impacts associated with outside area developments such as new residential development, shifts in demographic trends, and fluctuating district boundaries. Unification studies, territory transfer and school site placement are interpreted as the physical needs of clients' facilities are also assessed and addressed through use of Master Plans.

DEVELOPER FEE STUDIES

School districts are authorized to collect impact fees on new residential and commercial/industrial development pursuant to California law. The preparation of developer fee studies in accordance with statute is required in order for districts to collect these fees. These studies utilize local district data, including new residential development, historical statistical information, and school construction costs to determine the dollar amount that can be justified for collection by the school district. SFC's Planning Division prepares Justification Studies (Level 1) and School Facility Needs Analysis Studies (Level 2 and 3) according to the State Allocation Board's (SAB) provisions.

FEDERAL FUNDING

A variety of funding options are available to school districts beyond what is offered through the State School Facility Program. SFC helps clients seek a broad scope of funding sources through specific federal programs. Many of these federal programs mandate that funds be applied to particular, substantiated uses. SFC reviews clients' projects relative to these federal programs to ensure that clients maintain the ability to meet those accounting requirements.

At SFC, we offer a full-range of comprehensive services and work closely with clients to become a seamless extension of facility teams. Based in Sacramento, our consulting teams are active in the implementation, analysis, and monitoring of State programs and regulations. We have developed strong working relationships with state agency staff members and bring a deep understanding of facility planning to each of our client's projects.

SFC's team structure provides its clients with reliability, accessibility and a broad knowledge base. The SFC partners maintain direct involvement with clients through regular communications with the consulting teams which maintains strong connections between consultants and clients. A Senior Consultant serves as the primary client liaison and manager of each client's project issues. Additional consulting staff is available on the team to provide additional support, research, and production of work product. Team leaders manage workload and troubleshoot potential issues for the team. The team approach ensures that a consultant is always available to provide immediate assistance to clients. By working collaboratively, our consulting team members contribute their individual expertise toward an extensive and comprehensive knowledge base that addresses the unique needs of individual clients.

Here is the team assigned to the Capistrano Unified School District:



ALEXANDER R. MURDOCH
PRESIDENT/PARTNER

Alex Murdoch has worked in the school facility industry for over twenty years providing consulting services for clients in all areas of school facility planning and funding. As President and Partner of School Facility Consultants, Alex applies sophisticated methodologies to the facility funding and planning process resulting in the successful, timely delivery of innovative and complex projects.

As an industry leader, Alex is credited with a number of significant accomplishments including innovative planning that resulted in funding for a school district's reuse of commercial property for educational and

economic revitalization purposes, being first to secure a lease/lease-back funding guarantee from the Office of Public School Construction for a school district and being first to receive special, legislated funding for a school district's multi-story replacement project.

In his work representing our client's interests, Alex has crafted dozens of successful appeals to the State Allocation Board, brought numerous special items before the State Allocation Board and has crafted successful statewide bond provisions. Alex's expert understanding of California Ed code and School Facility Program regulations has resulted in millions of dollars of funding for California school districts.

In these capacities, Alex applies a nuanced approach to the political intricacies of the allocation of school facilities funding. As School Facility Consultants' representative to Californians for School Facilities, Alex works to increase the Federal commitment to California school facilities. He specializes in identifying statewide policy trends which are beneficial to the firm's clients. As an appointed member of statewide committees, Office of Public School Construction's Ad Hoc Committee in 2007 and the Coalition for Adequate School Housing's Grant Adequacy Committee in 1999, Alex has been instrumental in contributing to changes in regulations and legislation that benefit schools in California today.

Additionally, Alex expanded SFC's services beyond K-12 to community colleges, eventually establishing Community College Services Group (CCS Group) in 1998 as the preeminent community college consulting firm in the state of California. Most recently, Alex partnered in the creation of ALMA strategies, an affiliate of School Facility Consultants, in order to better meet client needs. ALMA Strategies provides construction planning, financial planning, real estate asset management, energy/solar consulting, and educational specifications that expand on the services provided by School Facility Consultants. Alex Murdoch is also a managing partner of the advocacy and association management firm of Murdoch, Walrath and Holmes.

MATTHEW A. PETTLER
VICE PRESIDENT/PARTNER

Matt Pettler has been with School Facility Consultants (SFC) for fifteen years. He became a Principal and Partner in the firm in January of 2007, and today serves as Vice President. Matt has assisted over 100 districts receive well over \$1 billion dollars in capital outlay funds for public school facilities in California. Matt specializes in managing client projects in all areas of the State School Facility Program as well as leading developer fee mitigation and District Facility Master Planning efforts.

During his time with SFC, Matt has prepared developer fee justification documents and successfully worked with the Building Industry Association (BIA) to secure millions of dollars needed to offset the impact of new residential development. He has led master planning teams in a number of school districts, allowing those districts to plan and execute successful bond elections and construct needed facilities for students.

Additionally, Matt has played a key role in multiple successful school district appeals before the State Allocation Board gaining over \$350 million dollars in Financial Hardship, Overcrowding Relief Grant and Facility Hardship funding. Matt has also assisted many school districts with complex audit/closeout issues reaching successful outcomes, avoiding Material Inaccuracy penalties.

Through these successes Matt has established relationships with State Allocation Board members, their staff and State Agency leadership.

Prior to joining SFC, Matt was employed in the office of Los Angeles Mayor Richard J. Riordan gaining valuable knowledge of State Education Policy Issues.

Matt is a graduate of the University of California, Los Angeles where he earned degrees in Political Science and Public Policy.

LAURA MOFFETT**SENIOR CONSULTANT**

Ms. Moffett assists clients in obtaining the maximum funding available for projects by reviewing all potential funding mechanisms administered by the State Allocation Board including the Career Technical Education Facilities program, Overcrowding Relief Grant program, Emergency Repair program and Facility Hardship program. Ms. Moffett thoroughly reviews each district's eligibility in these programs and assists districts in all aspects of the application process. Ms. Moffett's 14 years of experience with the firm affords her extensive insight into the School Facility Program.

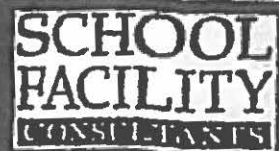
Ms. Moffett is a graduate of California State University, Sacramento with a Bachelor of Arts Degree in Psychology.

KATERYNA FONOTOVA**RESEARCH ANALYST**

Ms. Fonotova provides assistance in conducting complex data analysis in all aspects of school facility projects. Prior to joining School Facility Consultants, Ms. Fonotova gained extensive experience in performing research of project funding opportunities and writing grant proposals for the Planning and Conservation League. Ms. Fonotova assist clients with her Geographic Information System (GIS) and enrollment projection expertise.

Ms. Fonotova is a graduate of The Ohio State University, Columbus with a Bachelor of Science Degree in City and Regional Planning.

Similar Advisory Roles



Below is a selected list of clients that SFC has provided school facility consulting services similar to the ones requested in the Capistrano Unified School District's Request for Qualifications:

Grossmont Union High School District
Katy Wright, Program Director School Construction
Email: Kwright@guhsd.net
(619) 644-8154

Oakland Unified School District
Tim White, Assistant Superintendent Facilities
Email: Timothy.white@ousd.k12.ca.us
(510) 535-7083

Cesar Monterrosa, Coordinator
of Facilities Planning and Management
Email: Cesar.Monterrosa@ousd.k12.ca.us

Elk Grove Unified School District
Robert Pierce, Associate Superintendent, Facilities and
Planning
Email: RDPierce@egusd.net
(916) 686-7711

Solana Beach School District
Caroline Brown
Email: facilities@sbsd.k12.ca.us
(858) 794-7140

Palo Alto Unified School District
Robert Golton, Chief Business Officer
Email: rgolton@pausd.org
(650) 329-3980

Kern High School District
Jack "Woody" Colvard, Director of Facilities & Planning
Email: jcolvard@khsd.k12.ca.us
(661) 827-3127

Orange County Department of Education
Nina Boyd, Assistant Superintendent,
Human Resources/Support Services
Email: Nboyd@ocde.us
(714) 966-4485

Stockton Unified School District
Steve Breakfield, Director of Facilities and Planning
Email: sbreakfield@stockton.k12.ca.us
(209) 933-7045 ext. 2341

Bakersfield City School District
Steve McClain, Chief Business Officer
Email: mcclains@bcsd.com
(661) 631-4696

West Contra Costa Unified School District
Madgy Abdalla, District Engineering Officer
mabdalla@wccusd.net
(510) 307-4544

San Dieguito Union High School District
John Addleman, Director of Planning
& Financial Management
Email: John.Addleman@sduhsd.net
(760) 753-5491 ext. 5532

Central Unified School District
Kelly Porterfield, Assistant Superintendent/
Chief Business Officer
Email: kporterfield@centralunified.org
(559) 274-4700 ext. 105

Lodi Unified School District
Vicki Brum, Planning Analyst
Email: vbrum@lodiusd.k12.ca.us
(209) 331-7223

Ripon Unified School District
William Draa, Superintendent
Email: wdraa@sjcoe.net
(209) 599-2131 ext. 29

Jefferson Elementary School District
Rick Young, Director, Facilities Maintenance & Operations
Email: RYoung@jsd.k12.ca.us
(650) 991-1346

TERMINATIONS, LITIGATION OR SANCTIONS

School Facility Consultants has not had any occurrences of the following nature within the last five years:

- Terminated by a client for non-performance
- Claims filed against the firm related to its services
- Sanctions filed against the firm

FEE ESTIMATE

SFC proposes to provide the services outlined at the hourly rate schedule below.

The fees shall cover all expenses incurred in Sacramento by SFC on behalf of the. If it becomes necessary for a Consultant from SFC to visit the District, SFC will bill these services at the rate schedule below. The District will also reimburse SFC for all necessary and pre-approved travel expenses for meetings requested.

Hourly Rate Schedule

Principal	\$195 per hour
Director	\$185 per hour
Senior Consultant	\$180 per hour
Consultant	\$160 per hour
Research Analyst	\$135 per hour
Administrative Support	\$ 80 per hour

The following items are included in the attached Appendix:

- Certification
- Certification by Contractor of Criminal Records Check – N/A for this type of Service
- School Facility Consultants agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect vendor and District against liability or claims of liability, which may arise out of the agreement.
- W-9 Form
- Conflict of Interest Certification
- Non-collusion Declaration
- Tobacco Use Policy

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1314153

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SCHOOL FACILITY CONSULTANTS

Professional Services Agreement PSA 1314153 called for services to be rendered at the rates shown in the agreement. This amount may be increased by mutual agreement of both parties by written amendment.

The Professional Services Agreement PSA 1314153 with Capistrano Unified School District and School Facility Consultants shall be amended by special conditions as shown in Exhibit A.

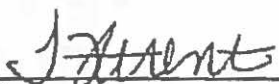
Except as set forth in this Amendment, and Board approved on January 22, 2013, all other terms of the contract remain in full force and effect.

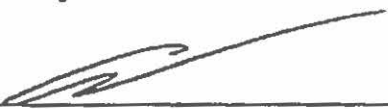
DISTRICT

CONSULTANT

Capistrano Unified School District

School Facility Consultants

By: 
Signature

By: 
Signature

Terry Fluent

Alexander R. Murdoch
Print Name

Director, Purchasing

President
Title

Date: 4/9/14

Date: 3/13/14

Exhibit A

SPECIAL CONDITIONS
PSA 1314153

SCHOOL FACILITY CONSULTANTS

Delete Article 12 Insurance Requirements in its entirety and replace with:

12. Insurance Requirements

During the entire term of this Agreement, and for a minimum of a full three (3) years from the final completion of the Consulting Services under this Agreement, Consultant shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);
- 2) Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability);
- 3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance;
- 4) Professional Liability (Errors and Omissions) insurance, unless waived in writing by the District.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- 4) Professional Liability (Errors and Omissions): \$1,000,000 combined single limit per claim and \$1,000,000 aggregate.

**EXTENSION NO. 1 TO PROFESSIONAL SERVICE AGREEMENT
CONTRACT NO. PSA 1314153**

WITH

SCHOOL FACILITY CONSULTANTS

The Professional Service Agreement PSA 1314153 with Capistrano Unified School District and VENDOR called for an original contract period of January 23, 2014 through January 22, 2015.

The contract with Capistrano Unified School District and School Facility Consultants shall be extended an additional twelve (12) months, covering the period January 23, 2015, through January 22, 2016, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$56,000.

Except as set forth in this Extension Agreement, and Board approved on January 23, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

By: [Signature]
Signature

Lynh N. Nguyen
Print name
Executive Director, Contracts &
Purchasing
Title

Date: 01 - 22 - 2015

SCHOOL FACILITY CONSULTANTS

By: [Signature]
Signature

Alexander R. Murdoch
Print Name
President
Title

Date: 12/23/14



EXHIBIT A

Hourly Rate Schedule

Principal	\$195 per hour
Director	\$175 per hour
Senior Consultant	\$170 per hour
Consultant	\$150 per hour
Research Analyst	\$125 per hour
Administrative Support	\$70 per hour

**EXTENSION NO. 2 TO PROFESSIONAL SERVICE AGREEMENT
CONTRACT NO. PSA 1314153**

**WITH
SCHOOL FACILITY CONSULTANTS**

Professional Service Agreement PSA 1314153 with Capistrano Unified School District and School Facility Consultants called for an original contract period of January 23, 2014, through January 22, 2015.

On January 22, 2015, the contract with Capistrano Unified School District and School Facility Consultants was extended for the period of January 23, 2015, through January 22, 2016. PSA 1314153 shall be extended an additional twelve (12) months, covering the period of January 23, 2016, through January 22, 2017, at the rates shown in Exhibit A to this Extension No.2 Agreement, with expenditures estimated to be \$56,000.

Except as set forth in this Extension Agreement, and Board approved on January 23, 2014, and January 22, 2015, all other terms of the contract remain in full force and effect.

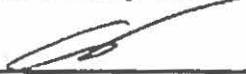
Capistrano Unified School District

By:  _____
Signature

Lynh N. Rust

Executive Director, Contracts & Purchasing

School Facility Consultants

By:  _____
Signature

Alexander R. Murdoch

Print Name

President

Title

Board Approval Date: December 9, 2015 Date: November 30, 2015

EXHIBIT A

Hourly Rate Schedule

Principal	\$195 per hour
Director	\$175 per hour
Senior Consultant	\$170 per hour
Consultant	\$150 per hour
Research Analyst	\$125 per hour
Administrative Support	\$70 per hour

**AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1415058**

WITH

BRAIN BUILDERS EDUCATIONAL PROGRAMS

Independent Contractor Agreement No. ICA 1415058 with Capistrano Unified School District and Brain Builders Educational Programs called for services to be rendered at the rates shown in the agreement for the period of July 24, 2015 through June 30, 2015. On March 25, 2015, the contract was amended to include additional services requested by the District in the amount of \$23,400. On April 22, 2015, the contract was extended for the period of July 1, 2015, through June 30, 2016, with an amount not to exceed \$8,000 annually.

The contract with Capistrano Unified School District and Brain Builders Educational Programs shall be amended to include \$31,000 for additional services requested by the District, at the prices shown in Exhibit A to this Agreement.

Except as set forth in this Amendment, and Board approved on January 22, 2014, March 25, 2015 and April 22, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

**Brain Builders Educational
Programs**

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: March 23, 2016 Date: _____

EXHIBIT A

Brain Builders Educational Programs
Moulton Elementary School 2015-2016
Engineering with LEGO Bricks School Integration Price Sheet

# Students	Fee/student/day	# of Weeks								
		6	7	8	Price Break at 9 weeks	9	10	11	12	
300	\$ 8.00	\$ 14,400.00	\$ 16,800.00	\$ 19,200.00	\$ 7.50	\$ 20,250.00	\$ 22,500.00	\$ 24,750.00	\$ 27,000.00	
400	\$ 7.50	\$ 18,000.00	\$ 21,000.00	\$ 24,000.00	\$ 7.00	\$ 25,200.00	\$ 28,000.00	\$ 30,800.00	\$ 33,600.00	
500	\$ 7.00	\$ 21,000.00	\$ 24,500.00	\$ 28,000.00	\$ 6.50	\$ 29,250.00	\$ 32,500.00	\$ 35,750.00	\$ 39,000.00	
600	\$ 6.50	\$ 23,400.00	\$ 27,300.00	\$ 31,200.00	\$ 6.00	\$ 32,400.00	\$ 36,000.00	\$ 39,600.00	\$ 43,200.00	
700	\$ 6.00	\$ 25,200.00	\$ 29,400.00	\$ 33,600.00	\$ 5.50	\$ 34,650.00	\$ 38,500.00	\$ 42,350.00	\$ 46,200.00	



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of July 23, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

BRAIN BUILDERS EDUCATIONAL PROGRAMS

WHEREAS, DISTRICT is authorized by Section 4526 and 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, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$ 8,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing July 24, 2014, through June 30, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

[X] General Conditions [] Special Conditions [X] Required Documents and Certification [X] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: Terry Fluett
 Name: Terry Fluett
 Title: Director, Purchasing
 Board Approval Date: _____

CONTRACTOR

Signature: [Signature]
 Name: Shane Veeva
 Title: C/O
 Address: PO Box 2797
Costa Mesa, CA 92628
 Email Address: Shane@BrainBuilders.org
 FEIN/SSN: 27-4907532

AUG 14 2014

EXHIBIT A

Brain Builders Educational Programs

Moulton Elementary School

Engineering with LEGO Bricks School Integration Price Sheet

# Students	Fee/student	Total Fee/day	6 weeks	7 weeks	8 weeks
100	\$ 9.00	\$ 900.00	\$ 5,400.00	\$ 6,300.00	\$ 7,200.00
200	\$ 8.50	\$ 1,700.00	\$ 10,200.00	\$ 11,900.00	\$ 13,600.00
300	\$ 8.00	\$ 2,400.00	\$ 14,400.00	\$ 16,800.00	\$ 19,200.00
400	\$ 7.50	\$ 3,000.00	\$ 18,000.00	\$ 21,000.00	\$ 24,000.00
500	\$ 7.00	\$ 3,500.00	\$ 21,000.00	\$ 24,500.00	\$ 28,000.00
600	\$ 6.50	\$ 3,900.00	\$ 23,400.00	\$ 27,300.00	\$ 31,200.00

Moulton Elementary
Engineering with LEGO Bricks
School Integration Program with Brain Builders Educational Programs

Our Vision: To enable youth to think independently and achieve their goals!

Our Mission: We will accomplish our vision by offering classes that follow these 3 guidelines:

1. *Goal Setting* - Creating goals that students can achieve
2. *Teaching Concepts* (i.e. science, math, logic, critical thinking) - Teaching students concepts that they can apply to achieve their goals
3. *Creating an Interactive Environment* – Providing students with a hands-on environment where they can tangibly accomplish their goals

Our Goal: Providing Moulton Elementary school with our Engineering with LEGO Brick classes during school hours.

Benefits: As students apply themselves in engineering skills, our classes will help increase:

- Executive functioning skills
- Critical thinking
- Analysis
- Application of Concepts
- Re-evaluation
- Problem Solving
- Mechanics
- Spatial Recognition
- Motor Skills
- Patience & perseverance
- Learning from mistakes
- Conceptual thinking
- Independent thinking
- Good Sportsmanship
- Increased self confidence
- Goal setting
- Accomplishment
- Creativity

Our hope is that from their experience and what they learn in class, students will be able to apply these skills in different areas of life. Our goal is not just to “tell” students about concepts, but it is to enable students to apply new concepts both in class and in life!

Teaching Methods: We believe that the best teaching method is a balance between structure and creativity. Within each themed class, lessons and projects are specific and structured according to the session. Within the goals or build, the students then are able to use what they learned and their creativity to engineer a project to complete the challenge.

- Our pre-k and kinder class are non-competitive and we guide students through exploration and play in order to achieve the class goal while learning at their own pace.
- Our elementary (1st-5th) and middle school (6th-8th) classes introduce competition. However, we do this in a very encouraging way, emphasizing good sportsmanship and teamwork. Competition, guided in the proper way, helps students develop many important skills. Including, good sportsmanship, perseverance, learning by failure, humility, and having a good attitude.

We also believe that students learn best from a progressive curriculum, meaning lessons build upon each other leading up to the final goal. Much of our curriculum and projects are progressive and students are able to start on a simple project and end the class engineering a more advanced model.

Class Structure (for elementary and up classes):

1. Classes start with the introduction of concepts in physics, math, engineering, and/or science which pertain to the class project.
2. Students are introduced with many fun challenges ranging from easy to difficult.
3. Students engineer with LEGO® bricks in order to pass the challenges.

We offer instructions and examples for our basic builds and encourage the students to expand on their projects with the concepts they learned in class in order to complete the harder challenges.

Students will be building from organized, "engineering boxes" which has appropriate pieces for all our projects.

Our Instructors: Safety is our number one concern when working with adolescents so, all of our instructors are screened and fingerprinted through the DOJ and FBI. Beyond that, they are also checked on internet searches and popular social networking sites. Depending on what school districts, they are also cpr & first aid certified. We also hold meetings every 2 weeks to keep instructors in tip-top shape, so that students will benefit the most from their experience!

Curriculum: We have many different classes, however, here are the recommended ones for the first couple of classes along with a sample 7 week curriculum outline.

Curriculum is appropriate for all grades as the challenges have varying degrees of difficulty. We can have all students on the same curriculum or different ones according to grade level. Up for further discussion.

Super Structures:

Concepts taught include joints, triangulation, force, columns, and bridge designs.

1. Strong Joints in engineering and construction
 - a. Students engineer a basic structure that can hold up against our "engineering hammer"
2. Strong Shapes and "bracing"
 - a. Using LEGO technic bricks, students engineer different shapes to discover which is the strongest. Then they learn how to "brace" the weak shapes.

3. Super Box Cannon Challenge
 - a. Using concepts from the past 2 classes, students engineer a structure that can survive our box cannon!
4. Tall Towers and Load Bearing columns
 - a. Students learn how to build a tall tower using load bearing columns that can hold a stack of books.
5. Cantilevers, what are they?
 - a. Students learn about a cantilever and how they are used in everyday life.
6. Introduction to bridges
 - a. Students learn different types of bridges including a beam, arch and a truss bridge.
7. Final day, strongest bridge challenge
 - a. Students build their best bridge design and put it to the test against our bridge crusher, which measures the amount of force it takes to break the bridge!

Catapults & Trebuchets:

Concepts taught include, levers, force, potential and kinetic energy, 1st law of thermodynamics, counterweight and angles.

1. Levers
 - a. What are they?
2. Scales
 - a. Students discover effects of arm length.
3. Rubber band catapults
 - a. Students build a working rubber band catapult
4. Rubber band catapults day 2
 - a. Working in teams, students create their own design
5. Trebuchet
 - a. Students build a trebuchet and discover counterweight and sling arms
6. Students team up to design a catapult that can launch an object the furthest
7. Final day competition
 - a. Who can launch a LEGO brick the furthest!

A day at Moulton, Class Structure

Open for discussion

- Meet 1 -2 days a week
- 1 grade per 6-8 day session
- Grade levels split throughout the year (example: Kindergarten for 7 weeks, then 1st grade for 7 weeks, etc.)
- Max of 1 class at a time (between 25-35 students)
- 3-4 classes per day, depending on amount of students
- 1 hour and 15 minute classes

Side Notes:

If we stick with one curriculum for all grades, we can also plan an end of the year engineering challenge that you can use as a fundraiser. For example, " \$50 to enter your team into Moulton's Catapult Challenge!" It would be a day where teams can come and compete against each other to see who can engineer the best project. We can have trophies and medals and the proceeds will go to Moulton Elementary.

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1415058**

WITH


BRAIN BUILDERS EDUCATIONAL PROGRAMS

Independent Contractor Agreement No. ICA 1415058 with Capistrano Unified School District and Brain Builders Educational Programs called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall not exceed \$23,400 annually for additional services requested by the District. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Amendment, and Board approved on July 22, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

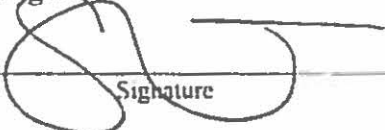
By: _____
Signature

Lynh N. Rust

Executive Director, Contracts & Purchasing

Board Approval
Date: March 25, 2015

**Brain Builders Educational
Programs**

By: _____
Signature

Shane Veera

Print Name

C/O
Title

Date: 3/23/2015

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. ICA 1415058**

WITH

BRAIN BUILDERS EDUCATIONAL PROGRAMS

The Independent Contractor Agreement ICA 1415058 with Capistrano Unified School District and Brain Builders Educational Programs, called for the original contract period of July 24, 2014 through June 30, 2015.

The contract with Capistrano Unified School District and Brain Builders Educational Programs shall be extended an additional twelve (12) months, covering the period July 1, 2015 through June 30, 2016, at the rates shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$8,000.

Except as set forth in this Extension Agreement, and Board approved on July 22, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

By: _____
Signature

Lynh N. Rust

Executive Director, Contracts & Purchasing

Brain Builders Educational Programs

By: _____
Signature

Shane Veeva
Print Name

c/o
Title

Board Approval Date: 7/22/15 Date: 6/4/2015

EXHIBIT A

Brain Builders Educational Programs
Moulton Elementary School 2015-2016
Engineering with LEGO Bricks School Integration Price Sheet

# Students	Fee/student/day	# of Weeks								
		6	7	8	Price Break at 9 weeks	9	10	11	12	
300	\$ 8.00	\$ 14,400.00	\$ 16,800.00	\$ 19,200.00	\$ 7.50	\$ 20,250.00	\$ 22,500.00	\$ 24,750.00	\$ 27,000.00	
400	\$ 7.50	\$ 18,000.00	\$ 21,000.00	\$ 24,000.00	\$ 7.00	\$ 25,200.00	\$ 28,000.00	\$ 30,800.00	\$ 33,600.00	
500	\$ 7.00	\$ 21,000.00	\$ 24,500.00	\$ 28,000.00	\$ 6.50	\$ 29,250.00	\$ 32,500.00	\$ 35,750.00	\$ 39,000.00	
600	\$ 6.50	\$ 23,400.00	\$ 27,900.00	\$ 31,200.00	\$ 6.00	\$ 32,400.00	\$ 36,000.00	\$ 39,600.00	\$ 43,200.00	
700	\$ 6.00	\$ 25,200.00	\$ 29,400.00	\$ 33,600.00	\$ 5.50	\$ 34,650.00	\$ 38,500.00	\$ 42,350.00	\$ 46,200.00	

**AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1415218**

WITH

PROJECT DIMENSIONS, INCORPORATED

Independent Contractor Agreement No. ICA 1415218 with Capistrano Unified School District and Project Dimensions, Incorporated called for services to be rendered at the rates shown in the agreement. On September 9, 2015, the contract was amended to include additional services, as requested by the District, with a total cost of \$50,000.

The total cost of services requested by the District and provided by the Consultant under this Agreement is estimated to be \$123,000 annually. Additional services may include, but is not limited to, obtaining necessary title reports, organizing and reviewing property documents, including any existing rental commitments and title reports, conducting engineering surveys, conducting preliminary designs for storage alternatives, performing market research, conducting proforma analysis, performing strategic planning, performing cost estimating, coordinating with appropriate District staff, attending client meetings, generating and reviewing reports and making applicable recommendations.

Except as set forth in this Amendment, and Board approved on May 12, 2015 and on September 9, 2016, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Project Dimensions, Incorporated

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: March 23, 2016 Date: _____



SCOPE OF SERVICES

Project Dimensions, Inc. will provide professional real estate consulting services to the CAPO Unified School District including, but not limited to, strategic planning services, advisory services, consulting services, entitlement services and project management services. These services will be provided as needed/requested, on a "time and materials" basis per the Fee Schedule below.

FEE SCHEDULE

<u>Professional Staff</u>	<u>Hourly Fee</u>
President	\$ 225
Vice President	\$ 202
Senior Project Manager	\$ 180
Project Manager	\$ 157
Administrative Staff	\$ 76

Mileage and Subsistence

Auto Mileage:	\$0.52 per mile
Air Travel and Auto Rental:	Actual cost plus 15%
Subsistence (lodging, meals and incidentals):	Actual cost plus 15%

Materials and Supplies

Printing, copying, plotting, reproductions, binding, etc...	Actual cost plus 15%
Telephone, facsimiles, postage, messenger services, express delivery and express mail.	Actual cost plus 15%

<u>Subconsultants</u>	Actual cost plus 15%
------------------------------	----------------------



Contract No. ICA 1415218

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of May 13, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

PROJECT DIMENSIONS, INC.

WHEREAS, District is authorized by Section 4526 and 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, specifically professional real estate consulting services including, but not limited to, strategic planning services, advisory services, consulting services, entitlement services and project management services; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the special services required by District, and such services are needed on a limited basis (hereinafter referred to as "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$20,000 in aggregate under the term of this Agreement. This amount may be increased by mutual agreement of both parties by written amendment

Term of Agreement. The term of this base Agreement is for the period commencing May 14, 2015, and ending June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

☒ General Conditions ☐ Special Conditions ☒ Required Documents and Certification ☒ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: [Signature]

Name: Cynthia N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: 05.13.15

CONTRACTOR

Signature: [Signature]

Name: George Peterson

Title: President

Address: 4 Park Plaza, Suite 700
Irvine, CA 92614

Email Address: Gpeterson@projectdimensions.com

FERN 33-0206488

IT No. 1415218
STRICT

EXHIBIT A



PROJECT DIMENSIONS

SCOPE OF SERVICES

Project Dimensions, Inc. will provide professional real estate consulting services to the CAPO Unified School District including, but not limited to, strategic planning services, advisory services, consulting services, entitlement services and project management services. These services will be provided as a fee/fee requested, on a "time and materials" basis per the Fee Schedule below.

THE SCHEDULE:

Professional Staff	Hourly Fee
President	\$ 225
Vice President	\$ 202
Senior Project Manager	\$ 180
Project Manager	\$ 157
Administrative Staff	\$ 76

Travel and Subsistence

Auto Mileage:	\$0.53 per mile
Air Travel and Auto Rental:	Actual cost plus 15%
Subsistence (lodging, meals and incidentals):	Actual cost plus 15%

Materials and Supplies

Printing, copying, plotting, reproductions, binding, etc.,	Actual cost plus 15%
Telephone, facsimiles, postage, messenger services, express delivery and express mail.	Actual cost plus 15%

<u>Subconsultants</u>	Actual cost plus 15%
-----------------------	----------------------

PO's Fee Schedule is revised annually and PO reserves the right to incorporate changes into existing contracts.

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1415218**

WITH

PROJECT DIMENSIONS, INCORPORATED

Independent Contractor Agreement No. ICA 1415218 with Capistrano Unified School District and Project Dimensions, Incorporated called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District and provided by the Consultant under this Agreement is estimated to be \$50,000 annually for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on May 12, 2015 all other terms of the contract remain in full force and effect.

Capistrano Unified School District

By: _____

Signature

Lynh N. Rust

Executive Director, Contracts & Purchasing

Project Dimensions, Incorporated

By: _____

Signature

GEORGE PETERSON
Print Name

President
Title

Board Approval Date: September 9, 2015

Date: _____

10/12/15



SCOPE OF SERVICES

Project Dimensions, Inc. will provide professional real estate consulting services to the CAPO Unified School District including, but not limited to, strategic planning services, advisory services, consulting services, entitlement services and project management services. These services will be provided as needed/requested, on a "time and materials" basis per the Fee Schedule below.

FEE SCHEDULE

<u>Professional Staff</u>	<u>Hourly Fee</u>
President	\$ 225
Vice President	\$ 202
Senior Project Manager	\$ 180
Project Manager	\$ 157
Administrative Staff	\$ 76

Mileage and Subsistence

Auto Mileage:	\$0.52 per mile
Air Travel and Auto Rental:	Actual cost plus 15%
Subsistence (lodging, meals and incidentals):	Actual cost plus 15%

Materials and Supplies

Printing, copying, plotting, reproductions, binding, etc...	Actual cost plus 15%
Telephone, facsimiles, postage, messenger services, express delivery and express mail.	Actual cost plus 15%

<u>Subconsultants</u>	Actual cost plus 15%
------------------------------	----------------------

PDI's Fee Schedule is revised annually and PDI reserves the right to incorporate changes into existing contracts.

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1516218**

WITH

PRIDESTAFF, INCORPORATED

Independent Contractor Agreement No. ICA 1516218 with Capistrano Unified School District and Pridestaff, Incorporated, called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District under this contract and provided by the Consultant is estimated to be \$65,360 for additional services requested by the District to supplement ICA 1516218.

Except as set forth in this Amendment, and Board approved on February 10, 2016, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Pridestaff, Incorporated

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: March 23, 2016

Date: _____

**INDEPENDENT CONTRACTOR MASTER AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of February 11, 2016 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

PRIDESTAFF, INCORPORATED

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such recruiting and filling short-term staffing vacancies while permanent candidates are sought by District staff services from time to time; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the services as set forth herein (referred to as "Contracted Services"). Contractor's specific scope of work shall be set forth herein and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated at a rate of \$41.60-48 per hour or 1.6 times the pay rate for a temporary staff member. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: \$50,000.00 in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for January 1, 2016 through June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years, as allowed by Education Code §17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and Contractor acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully set forth herein.

☒ General Conditions ☐ Special Conditions ☒ Required Documents and Certification ☐ Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: [Signature]
Name: Lynn Rast
Title: Executive Director, Contracts & Purchasing
Board Approval Date: February 10, 2016

CONTRACTOR

Signature: [Signature]
Name: John Borders
Title: Corporate Counsel
Address: 7535 N. Palm Ave., Suite 101
Fresno, CA 93711
Email Address: Contract3@pridestaff.com
FEIN: 77-0191099

**AMENDMENT NO. 4 TO PROFESSIONAL SERVICE AGREEMENT
ICA 1314065**

WITH

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE

Professional Service Agreement No. ICA 1314065 with Capistrano Unified School District and The Regents of the University of California at Irvine called for an original contract period of September 26, 2013, through September 25, 2014 and was extended on August 27, 2014 for the period of September 26, 2014, through September 25, 2015. On September 9, 2015, ICA 1314065 was extended for the period of September 26, 2015, through September 25, 2016.

The contract with Capistrano Unified School District and The Regents of the University of California at Irvine, shall be amended to reflect the rates on the fee schedule as shown in Exhibit A to the Amendment No. 4 Agreement and a total contract amount increase for additional services requested by the District estimated to be \$77,400.

Except as set forth in this Amendment, and Board approved on September 25, 2013, and August 27, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

**The Regents of the University of
California at Irvine**

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: March 23, 2016 Date: _____

EXHIBIT A

Child Behavior Pathways Services – 2015-2016
In Effect – 10-26-15

School-based Social Skills Service - \$3,500

Total Class Time (30 min x 8 sessions)	4 hours
Total Prep/Admin time (60 min x 8 sessions)	8 hours
Total time for primary facilitator	12 hours
Hourly rate	\$225 per hour
Subtotal	\$2,700

Two facilitators for group size 4-7 children	
Cost per additional facilitator	\$50 per session
Total additional cost*	\$400

*Additional facilitator(s) required for groups larger than 7 children. The rate will remain at \$400 per each additional facilitator required to maintain prescribed child-to-staff ratio.

Total cost for 8 week class (up to 7 children with two facilitators)	\$3,100
Total cost for 8 week class (up to 10 children with three facilitators)	\$3,500

In addition to administration of the basic social skills curriculum, facilitators will work with classroom staff to ensure awareness of curriculum content and support efforts to generalize skills from group to classroom.

COPE Parent Education Services - \$3,200

Group rate: \$3,200

Rate covers up to 20 families

Inclusion of concurrent social skills service requires separate service fee

COPE Associated Social Skills - \$4,580

Rate covers 9-week (2 class hours per week) social skills service for up to 15 children* ages 3-5 in association with the COPE Parent Education service.

Staffing includes:

- 1 Social Skills Coordinator
- 1 Social Skills Team Lead
- 3 Social Skills Providers

*Child participation in program subject to inclusion/exclusion criteria and may be determined via brief phone screening with parent during enrollment.

Training Services - \$175/hr

Training rate: \$175 per hour with 2-hour minimum per training

Proposed topics:

- Behavior Intervention Strategies for Staff – 1.5 hours
- Managing Challenging Behaviors for Parents – 2 hours

Mental Health Specialist Services - \$80/hr

Mental Health Specialist Classroom Support Services to include:

- Participation in monthly Behavior Support Team meetings
- Classroom-based behavioral assessments
- Developing and implementation-support for customized classroom-based behavior intervention plans

**EXTENSION NO. 2 TO PROFESSIONAL SERVICE AGREEMENT
ICA 1314065**

WITH

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE

Professional Service Agreement No. ICA 1314065 with Capistrano Unified School District and The Regents of the University of California at Irvine called for an original contract period of September 26, 2013, through September 25, 2014 and was extended on August 27, 2014 for a period of September 26, 2014, through September 25, 2015.

The contract with Capistrano Unified School District and The Regents of the University of California at Irvine, shall be extended an additional twelve (12) months, covering the period of September 26, 2015, through September 25, 2016, at the rates shown in Exhibit A to this Extension No. 2 Agreement, and is estimated to be \$5,000.

Except as set forth in this Amendment, and Board approved on September 25, 2013 and August 27, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

**The Regents of the University of
California at Irvine**

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: September 9, 2015 Date: _____

EXHIBIT A

Child Behavior Pathways – Training/Meeting Options

Staff Training

Confirmed presenters: Addie Velasquez and Rosa Santoyo

Topic: Intensive Behavior Support Strategies

This interactive training could include topics such as: Behavior Intervention, ABC's, self-regulation, social emotional support, toolbox strategies

Proposed time frame: 4 hours each – 3 sessions, Friday June 5 (12-4 pm), Monday June 8 (12-4 pm), Friday June 12 (8-12 am)

Final Cost: \$2,400

Parent Meeting

Possible Presenters: Brett Patterson

Topic: Stress Management for Parents

This meeting could include topics such as: social/emotional support for the transition, self-regulation, individual support (you had some great ideas you mentioned)

Time Frame: 2 hours – 1 session, June 10, or 11th 6:30-8:30

Final Cost: \$500

Child Study Team Coaching

Presenter: Rhysa Suh

Topic: Assisting the Study Team Process

This meeting could include topics such as: a systematic approach to providing classroom support, techniques in observations, and reflective questions for teachers, coaching staff to recognize management issues

Time Frame: 2 hours each – 2 sessions, June 16 8:30-10:30, June 17 8:30-10:30

Final Cost: \$600

AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1314065

WITH

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE

Independent Contractor Agreement No. ICA 1314065 with Capistrano Unified School District and The Regents of the University of California at Irvine called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall not exceed \$3,500 annually for additional services requested by the District as described in Exhibit A and at the corresponding rates therein. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Amendment, and Board approved on September 25, 2013, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

The Regents of the University of
California at Irvine

By: 
Signature

By: 
Signature

Lynh N. Rust

BRANT YANCEY
Print Name

Executive Director, Contracts & Purchasing ACTING DIRECTOR, PURCHASING AND RISK SERVICES
Title

Board Approval Date: June 24, 2015

Date: 6/30/15

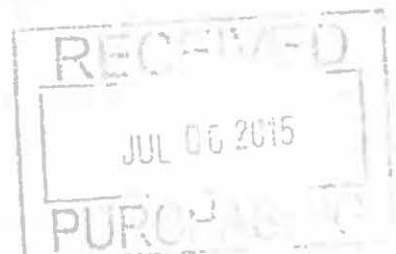


EXHIBIT A

Child Behavior Pathways – Training/Meeting Options

Staff Training

Confirmed presenters: Addie Velasquez and Rosa Santoyo

Topic: Intensive Behavior Support Strategies

This interactive training could include topics such as: Behavior Intervention, ABC's, self-regulation, social emotional support, toolbox strategies

Proposed time frame: 4 hours each – 3 sessions, Friday June 5 (12-4 pm), Monday June 8 (12-4 pm), Friday June 12 (8-12 am)

Final Cost: \$2,400

Parent Meeting

Possible Presenters: Brett Patterson

Topic: Stress Management for Parents

This meeting could include topics such as: social/emotional support for the transition, self-regulation, individual support (you had some great ideas you mentioned)

Time Frame: 2 hours – 1 session, June 10, or 11th 6:30-8:30

Final Cost: \$500

Child Study Team Coaching

Presenter: Rhysa Suh

Topic: Assisting the Study Team Process

This meeting could include topics such as: a systematic approach to providing classroom support, techniques in observations, and reflective questions for teachers, coaching staff to recognize management issues

Time Frame: 2 hours each – 2 sessions, June 16 8:30-10:30, June 17 8:30-10:30

Final Cost: \$600

EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
PSA 1314065

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE

The Professional Services Agreement PSA 1314065 with Capistrano Unified School District and The Regents of the University of California at Irvine, called for an original contract period of September 26, 2013, through September 25, 2014.

The contract with Capistrano Unified School District and The Regents of the University of California at Irvine, shall be extended an additional twelve (12) months, covering the period September 26, 2014, through September 25, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$1,000.

Except as set forth in this Extension Agreement, and Board approved on September 25, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 
Signature

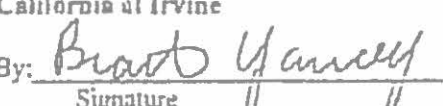
Clark Hampton
Print name
Deputy Superintendent,
Business & Support Services
Title

Date: 6-3-2015

Board approved August 27, 2014

CONSULTANT

The Regents of the University of
California at Irvine

By: 
Signature

Brant Yancey
Print Name

Acting Director, Purchasing & Risk Serv
Title

Date: 6-1-15

EXHIBIT A

Pathways for Community Education and Outreach (Teacher Education):

Recognizing that the behavioral patterns young children develop today will affect their opportunities to learn for the rest of their lives, Child Behavior Pathways offers training opportunities for teachers and early childcare providers. Teacher trainings offer:

- Up-to date techniques for nurturing happy and successful students.
- Support the social and emotional development and classroom behavior
- Support a collaborative relationship between parents and schools

BEHAVIOR MANAGEMENT CURRICULUM FOR EDUCATORS

The core behavior support curriculum begins with a prerequisite class entitled Heading Difficult Behaviors off at the Pass: A Proactive Model. This two to three-hour seminar introduces effective prevention-based techniques designed to decrease behavioral problems in the preschool classroom. Topics include:

- Managing teacher frustration and anger
- Recognizing triggers that may cause challenging behaviors
- Using healthy relationships to manage behavior
- Establishing positive reinforcement systems in the classroom
- Effectively using program structure, transitional warnings and transitional activities

The second class in this series is entitled Introduction To Functional Assessment: Changing Behavior Patterns In The Preschool Classroom. This two-hour seminar provides preschool teachers with an effective, systematic model for assessing difficult behaviors and developing comprehensive intervention plans. The seminar covers:

- Selecting appropriate target behaviors
- Defining target behaviors
- Collecting and evaluating behavioral data
- Determining why a behavior pattern is maintained
- Developing and implementing purposeful and feasible multi-level intervention plans

Teacher Training is at no cost due to parent referrals

(Parent Outreach):

Recognizing that the behavioral patterns young children develop today will affect their opportunities to learn for the rest of their lives, Child Behavior Pathways offers training opportunities for parents that assist them in achieving school success for their children.

FEE Schedule

The fee schedule is \$175 per training hour for established curriculum offerings. This includes prep time and materials for up to 20 participants.

Proposed Teacher Trainings (No Cost, honorarium - \$400.00)

October 29 - 4:30-7:30

November 19 - 4:30-7:30

Proposed Parent Trainings (5350/20 people, estimated \$700/class)

November 20 - 6:30-8:30

March 20 - 6:30-8:30

Proposed ECP Conference (\$1050.00 estimated 5 hours)

Possible additional classes

Dr. H. L. Pollett on Ph.D.

Dr. H. L. Pollett on Ph.D.

Dr. H. L. Pollett on Ph.D.

Dr. H. L. Pollett on Ph.D.

Dr. H. L. Pollett on Ph.D.

Dr. H. L. Pollett on Ph.D.

Dr. H. L. Pollett on Ph.D.

Dr. H. L. Pollett on Ph.D.

Dr. H. L. Pollett on Ph.D.

AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT
NO. PSA 1314065

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE

Professional Service Agreement No. PSA 1314065 called for services to be rendered at the rates shown in the agreement. This amount may be increased by mutual agreement of both parties by written amendment.

The Professional Service Agreement No. PSA 1314065 shall be amended by special conditions as shown in Exhibit A.

Except as set forth in this Amendment, and Board approved on September 25, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

The Regents of the University of
California at Irvine

By: 

Signature

By: 

Signature

Terry Flynn

Rick Coulon, ARM

Print Name

Director

Material & Risk Management

Director, Purchasing

Title

Date: 1/25/14

Date: 12/19/13

SPECIAL CONDITIONS

Contract PSA 1314065

The Regents of the University of California at Irvine

Delete Section 2. A in its entirety and replace with the following:

"It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's employees or assigned personnel shall be entitled to any benefits payable to employees of the District. The District is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant will be issued a Form 1099 for its services hereunder."

Delete Section 7.A. in its entirety and replace with the following:

"This section intentionally left blank."

Delete Section 10 in its entirety and replace with the following:

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

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

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion."

Delete Section 12.F in its entirety and replace with the following:

"District acknowledges and accepts that Consultant is self-insured for the limits of insurance requested herein and District accepts this self-insurance in lieu of the insurance required herein."

Delete Section 12.E in its entirety and replace with the following:

"District accepts Consultant's online Certificate of Self-Insurance Coverage (<http://www.usgsw.edu/risk-services/files/risk-services-significant-self-ins.pdf>), in lieu of the requirements herein."

Add to Section 13 the following to the beginning of the first paragraph:

"Upon reasonable notice and during normal business hours"

Delete Section 24 in its entirety and replace with the following:

"Neither party shall use any name, trademark, or service mark of the other party without first having received written consent to such use."

Add to Section 30 the following to the beginning of the first paragraph:

"Subject to each party's indemnification obligations under this Agreement"



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of September 26, 2011, by and between Capistrano Unified School District located at 31122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE

WHEREAS, DISTRICT is authorized by Section 431A and 53620 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, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such persons are needed on a limited basis thereafter referred to as "Consulting Services";

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth in Consultant's Proposal which is attached hereto marked as Exhibit "A" and incorporated herein by this reference.

Fee and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A". The total amount of services requested by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$5,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for one year term ending September 26, 2012 to September 25, 2012 with the option to extend annually by mutual agreement and upon Board approval for as long as such term is renewed a total of five (5) years as allowed by Education Code section 17396.

Additional Terms. This Agreement contains all the terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications and attached Purchase Order(s), which by this reference are incorporated herein. District and Consultant acknowledge and agree to be bound by the terms set forth in the attached documents and all such additional terms were set forth in full herein.

[X] General Conditions [X] Special Conditions [X] Required Documents and Certifications [X] Purchase Order(s)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT
By: [Signature]
Name: Terry Huent
Title: District Purchasing
Board Approval Date: 9/27/11

CONSULTANT
By: [Signature]
Name: Rick Coulson
Title: Rick Coulson, AIA
Address: United & Risk Management

Email Address: Rcoulson@UCI.EDU

FEIN/SSN

As At Witnessed by APPROVED REPRESENTATIVE

Notarized in presence of
County of San Diego

EXHIBIT A

Pathways for Community Education and Outreach (Teacher Education):

Recognizing that the behavioral patterns young children develop today will affect their opportunities to learn for the rest of their lives, Child Behavior Pathways offers training opportunities for teachers and early childcare providers. Teacher trainings offer:

- Up-to date techniques for nurturing happy and successful students.
- Support the social and emotional development and classroom behavior
- Support a collaborative relationship between parents and schools

BEHAVIOR MANAGEMENT CURRICULUM FOR EDUCATORS

The core behavior support curriculum begins with a prerequisite class entitled *Heading Off Difficult Behaviors at the Pass: A Proactive Model*. This two- to three hour seminar introduces effective prevention-based techniques designed to decrease behavioral problems in the preschool classroom. Topics include:

- Managing teacher frustration and anger
- Recognizing triggers that may cause challenging behaviors
- Using healthy relationships to manage behavior
- Establishing positive reinforcement systems in the classroom
- Effectively using program structure, transitional warnings and transitional activities

The second class in this series is entitled *Introduction To Functional Assessment: Changing Behavior Patterns In The Preschool Classroom*. This two-hour seminar provides preschool teachers with an effective, systematic model for assessing difficult behaviors and developing comprehensive intervention plans. The seminar covers:

- Selecting appropriate target behaviors
- Defining target behaviors
- Collecting and evaluating behavioral data
- Determining why a behavior pattern is maintained
- Developing and implementing purposeful and feasible multi-level intervention plans

Teacher Training is at no cost due to parent referrals

(Parent Outreach):

Recognizing that the behavioral patterns young children develop today will affect their opportunities to learn for the rest of their lives, Child Behavior Pathways offers training opportunities for parents that assist them in achieving school success for their children.

FEE Schedule

The fee schedule is \$175 per training hour for established curriculum offerings. This includes prep time and materials for up to 20 participants.

Proposed Teacher Trainings* (No Cost, honorarium - \$400.00)
October 29 - 4:30-7:30
November 19 - 4:30-7:30

Proposed Parent Trainings* (\$350/20 people, estimated \$700/class)
November 20 - 6:30-8:30
March 20 - 6:30-8:30

Proposed ECP Conference (\$1050.00 estimated 5 hours)

Possible additional classes

Bill L. Patterson Plan
Parent-Child Interaction Therapy

1. Family Management Training
2. Problem Solving
3. Praise and Incentives
4. Contingency Management

* See Appendix



Board of Trustees Purchase Order Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

The following purchase orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the following Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

PO No.	Fund	Vendor	Description	Amount
5544	98	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	5,000.00
5545	98	WLC ARCHITECTS INC	BI:Arch /Fac Acq /LRMS	7,500.00
5546	95	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	5,000.00
3 Purchase Orders				\$17,500.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

The following purchase orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the following Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

PO No.	Fund	Vendor	Description	Amount
354787	1	MPS	InstMtls/Instrctn/Tesoro	220.00
354788	1	NORTHERN SPEECH SERVICES INC	InstMtls/SE0thIns/Dstrctwd	221.19
354789	1	SCHOOL SPECIALTY	InstMtls/RSPInstr/Las Palm	479.43
354790		VOID	VOID	0.00
354791	1	CULVER-NEWLIN	F&ENonIn/TIS /Dstrctwd	600.48
354792	1	HIRSCH PIPE & SUPPLY	SpIsNonI/RR:Bldgs/Dstrctwd	40,000.00
354793	1	CAPISTRANO GOLF CARS	NonCapEq/Custodil/Dstrctwd	4,768.00
354794	1	THERAPRO	SpIsNonI/HlthServ/Dstrctwd	217.05
354795	1	MUSICIAN'S FRIEND	InstMtls/Instrctn/Dstrctwd	1,479.47
354796	1	CAMPBELL KELLER	SpIsNonI/TIS /Dstrctwd	542.89
354797	1	IZOTOPE INC	InstMtls/Instrctn/Tesoro	1,533.84
354798	1	ALISO VIEJO COMMUNITY ASSN	Rntl:Oth/RR:Bldgs/Dstrctwd	6,000.00
354799	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/DJAMS	1,500.00
354800	1	CDWG Inc	NonCapEq/FacPlann/Dstrctwd	1,197.34
354801	1	DELL COMPUTER	InstMtls/Instrctn/LRMS	48.59
354802	1	DELL COMPUTER	InstMtls/Instrctn/Las Palm	97.18
354803	1	VEX ROBOTICS INC	InstMtls/Instrctn/NHMS	34.73
354804	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	2,120.35
354805	11	DELL COMPUTER	NonCapEq/Sch Adm /Dstrctwd	3,886.42
354806	1	DELL COMPUTER	InstMtls/Instrctn/ANHS	458.30
354807	1	DELL COMPUTER	SpIsNonI/Sch Adm /NHMS	196.79
354808	1	CDWG Inc	SpIsNonI/SupvAdmn/Dstrctwd	11.88
354809	1	PORT VIEW PREPARATORY SCHOOL	Sub NPS /NPS /Dstrctwd	1,500.00
354810	25	WLC ARCHITECTS INC	BI:Arch /Fac Acq /LRMS	7,500.00
354811	1	SPECTRUM CENTER ROSSIER PARK	NPS /NPS /Dstrctwd	15,904.98
354812	1	OFFICE DEPOT	InstMtls/SE0thIns/Dstrctwd	116.77
354813	14	G.A. DOMINGUEZ	Bldg Imp/Fac Acq /Dstrctwd	18,735.78
354814	1	CULVER-NEWLIN	SpIsNonI/Sch Adm /BAMS	600.48
354815	1	ULINE	SpIsNonI/Sch Adm /SJHHS	417.96
354816	1	SCHOOL NURSE	SpIsNonI/Sch Adm /Serra	128.41
354817	1	S & S WORLDWIDE	InstMtls/Instrctn/RH Dana	153.74
354818	1	GOPHER ATHLETIC	InstMtls/Instrctn/Las Palm	331.25
354819	1	COALITION FOR ADEQUATE SCHOOL	Dues&Mmb/FacPlann/Dstrctwd	1,010.00
354820	1	GOPHER ATHLETIC	InstMtls/Instrctn/Las Palm	439.79
354821	1	CESAR VARGAS & ASSOCIATES	Serv& Op/Instrctn/Dstrctwd	10,000.00
354822	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/MFMS	404.19
354823	1	LIFETRENDS GROUP	SpIsNonI/Sch Adm /SCHS	95.67
354824	1	LIFETRENDS GROUP	SpIsNonI/Sch Adm /GrgWhite	95.67
354825	1	OFFICE DEPOT	SpIsNonI/Grph Art/Dstrctwd	132.81
354826	1	REALLY GOOD STUFF	InstMtls/Instrctn/Hiddn Hl	266.11
354827	1	KAPLAN SCHOOL SUPPLY	InstMtls/Instrctn/Hiddn Hl	50.37
354828	1	B & H PHOTOGRAPHY	InstMtls/SDCInstr/Dstrctwd	204.47
354829	1	SCHOLASTIC EDUCATION INC	InstMtls/Instrctn/Hiddn Hl	924.54
354830	1	BEYOND PLAY	InstMtls/SDCInstr/Dstrctwd	162.98
354831	1	CULVER-NEWLIN	InstMtls/Instrctn/Las Palm	2,255.47

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

PO No.	Fund	Vendor	Description	Amount
354832	1	WAL MART L.N.	InstMtls/Instrctn/NHMS	300.00
354833	1	SCHOLASTIC	InstMtls/Instrctn/Viejo	693.67
354834	1	SELECT EQUIPMENT SALES INC	Rntl:Oth/PuplTran/Dstrctwd	5,000.00
354835	1	DON JUAN AVILA MS ASB	SpIsNonI/Sch Adm /Don Juan	1,000.00
354836	1	SCHOOL SPECIALTY	InstMtls/Instrctn/Hiddn Hl	120.11
354837	1	SHRED-IT US JV LLC	Serv& Op/RR:Bldgs/Dstrctwd	10,000.00
354838	1	MISSION VIEJO POST OFFICE	SpIsNonI/Sch Adm /Tesoro	100.00
354839	1	BRAIN POP LLC	Serv& Op/Instrctn/San Juan	2,478.60
354840	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/DJAMS	300.00
354841	1	CORWIN PRESS INC	InstMtls/Instrctn/Lgna Nig	688.99
354842	1	GOPHER ATHLETIC	InstMtls/RSPInstr/Las Palm	458.83
354843	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Del Obis	289.21
354844	1	ENVIRONMENTS INC	InstMtls/Instrctn/Hiddn Hl	84.26
354845		VOID	VOID	0.00
354846	1	ZONAR	F&ENonIn/PuplTran/Dstrctwd	38,177.13
354847	1	CULVER-NEWLIN	SpIsNonI/Purch /Dstrctwd	1,111.75
354848	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	13,071.00
354849	1	PRINT & FINISHING SOLUTIONS	Rntl:Oth/Grph Art/Dstrctwd	1,080.07
354850	1	WAXIE	St Rcpts/Undesig /Dstrctwd	1,126.87
354851	1	APEX AUDIO	NonCapEq/RR:Bldgs/Dstrctwd	1,677.36
354852	1	COSTCO S.J.C.	SpIsNonI/Sch Adm /RH Dana	151.50
354853	1	DON JOHNSTON INC	InstMtls/SEOthIns/Dstrctwd	99.00
354854	1	DON JOHNSTON INC	InstMtls/SEOthIns/Dstrctwd	99.00
354855	1	VINCENT R COLLINS	Rntl:Oth/PuplTran/Dstrctwd	5,000.00
354856		VOID	VOID	0.00
354857	1	D & S MARKETING SYSTEMS	InstMtls/Instrctn/SJHHS	237.00
354858	1	ACT EDUCATION AND WORKFORCE	Serv& Op/PuplTest/Dstrctwd	250.00
354859	1	GOPHER ATHLETIC	InstMtls/Instrctn/Hiddn Hl	58.30
354860	1	PEARSON	InstMtls/SEOthIns/Dstrctwd	226.86
354861	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/DJAMS	722.25
354862	1	TEL TEC SECURITY SYSTEMS INC	F&EInstl/Sch Adm /ANHS	18,604.26
354863	1	ACE EDUCATIONAL SUPPLIES INC	InstMtls/Instrctn/Hiddn Hl	381.95
354864	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/FNMS	127.85
354865	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/RH Dana	389.49
354866	1	MUSICIAN'S FRIEND	InstMtls/Instrctn/Wagon Wh	1,134.00
354867	1	BSN SPORTS	InstMtls/Instrctn/Las Palm	188.69
354868	1	OFFICESUPPLY.COM	InstMtls/SEOthIns/Dstrctwd	484.83
354869	1	DEMCO	SpIsNonI/Sch Adm /ANHS	1,376.23
354870	1	HITT MARKING DEVICE	SpIsNonI/Sch Adm /ANHS	76.00
354871	1	BAILEY POTTERY EQUIPMENT CORP	InstMtls/Instrctn/SJHHS	1,394.70
354872	1	CURRICULUM ASSOCIATES	InstMtls/SDCInstr/Dstrctwd	47.33
354873		VOID	VOID	0.00
354874	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Hiddn Hl	214.92
354875	1	REALLY GOOD STUFF	InstMtls/Instrctn/Hiddn Hl	299.21
354876	1	UNITED COMMUNICATION SYSTEMS	SpIsNonI/Sch Adm /Marblehd	1,300.92
354877	1	DELL COMPUTER	NonCapEq/Purch /Dstrctwd	893.28
354878	1	DISCOUNT SCHOOL SUPPLY	InstMtls/Instrctn/Hiddn Hl	277.54
354879	1	MARKERBOARD PEOPLE	InstMtls/Instrctn/ANHS	185.98
354880	1	ORIENTAL TRADING CO	InstMtls/Instrctn/LadraElm	297.95
354881		VOID	VOID	0.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

PO No.	Fund	Vendor	Description	Amount
354882	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	14,279.00
			Sub NPS /NPS /Dstrctwd	8,876.20
354883	1	IRVINE RANCH OUTDOOR ED CENTER	FieldTrp/Instrctn/San Juan	3,355.00
354884	1	ORANGE COUNTY SHERIFF DEPT	Serv& Op/Security/Dstrctwd	87.79
354885	1	ORANGE COUNTY DEPT OF ED	CnfrNonI/SupvAdmn/Dstrctwd	200.00
354886	1	HEARTSPRINGS SCHOOL	Residt1 /NPS /Dstrctwd	160.54
354887	1	SEGERSTROM CENTER FOR THE ARTS	FieldTrp/Instrctn/Viejo	330.00
354888	1	MEET THE MASTERS INC	CnsltSvs/Instrctn/Crn Vlly	320.00
354889		VOID	VOID	0.00
354890	1	SCHOOLDUDE.COM	SpIsNonI/Oper:O/H/Dstrctwd	4,200.00
354891	1	EVERYTHING MEDICAL LLC	St Rcpts/Undesig /Dstrctwd	3,049.08
354892	1	FHA-HERO	Conf:Ins/Instrctn/Dstrctwd	1,400.00
354893	1	KRYTERION INC	Serv& Op/Instrctn/Dstrctwd	3,500.00
354894	1	GOPHER ATHLETIC	InstMtls/Instrctn/Chaparal	258.18
354895	1	SELECT EQUIPMENT SALES INC	Rntl:Oth/Warehse /Dstrctwd	4,365.36
354896	1	PRINT & FINISHING SOLUTIONS	SpIsNonI/Grph Art/Dstrctwd	1,371.12
354897	1	AERO MARK	SpIsNonI/HlthServ/Dstrctwd	400.00
354898	1	SPORT CHALET	InstMtls/CurAthlt/Tesoro	353.43
354899	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/Benedict	49.00
354900	1	DELL COMPUTER	SpIsNonI/PuplTran/Dstrctwd	34.54
354901	1	C & L CUSTOM LETTERING	InstMtls/CurAthlt/SJHHS	2,500.00
354902	1	OCEAN INSTITUTE	FieldTrp/Instrctn/VdelMarE	2,075.00
354903	1	CLEAR SOURCE IT	SpIsNonI/TIS /Dstrctwd	2,700.00
354904	1	TRUE GRITS	InstMtls/Instrctn/DHHS	3,969.43
354905	1	MEDCO SUPPLY MASUNE &	InstMtls/CurAthlt/SJHHS	1,500.00
354906	1	ACCO BRANDS DIRECT	SpIsNonI/Sch Adm /San Juan	44.26
354907	1	SOUTH COAST AIR QUALITY MGMT	Serv& Op/RR:Bldgs/Dstrctwd	2,429.63
354908	13	VERIZON WIRELESS	Cmmnctns/FoodServ/Dstrctwd	1,500.00
354909	1	WAXIE SANITARY SUPPLY	Ppl Tran/PuplTran/Dstrctwd	142.59
354910	1	KYA SURFACING LLC	Rntl:Oth/RR:Bldgs/Dstrctwd	879.39
354911	1	KYA SURFACING LLC	Rntl:Oth/RR:Bldgs/Dstrctwd	2,739.96
354912	1	KYA SERVICES LLC	Rntl:Oth/RR:Bldgs/Dstrctwd	4,854.98
354913	1	JAYPRO SPORTS	NonCapEq/CurAthlt/ANHS	827.51
354914	1	SPORTS IMPORTS INC	InstMtls/CurAthlt/ANHS	497.25
354915	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Las Palm	900.00
354916	1	ENVIRONMENTAL NATURE CENTER	FieldTrp/Instrctn/Bathgate	539.50
354917	1	TANAKA FARM & PUMPKIN PATCH	FieldTrp/Instrctn/Concordi	1,302.00
354918	1	CENTENNIAL FARM	FieldTrp/Instrctn/Lobo	75.00
354919	1	HITT MARKING DEVICE	InstMtls/Instrctn/SCHS	115.38
354920	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Hiddn Hl	925.48
354921	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/AVMS	60.00
354922	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/AVMS	500.00
354923	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Sch Adm /LFMS	398.00
354924	1	INDEPENDENT LIVING AIDS LLC	SpIsNonI/HlthServ/Dstrctwd	100.12
354925	1	DON JUAN AVILA MS ASB	InstMtls/Instrctn/Dstrctwd	200.00
354926	1	CDWG Inc	InstMtls/Instrctn/Don Juan	10,848.29
354927	1	ACORN MEDIA	InstMtls/Instrctn/Benedict	22.27
354928	1	CARPENTER, CHRIS	Serv& Op/Instrctn/St Michl	62.42
354929	1	INDEPENDENT LIVING AIDS LLC	InstMtls/SE0thIns/Dstrctwd	100.12

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

PO No.	Fund	Vendor	Description	Amount
354930	1	CULVER-NEWLIN	NonCapEq/InstTech/Serra	24,996.51
			NonCapEq/Instrctn/Dstrctwd	11,768.48
354931	1	PEARSON EDUCATION INC	Bks&Ref /Instrctn/Dstrctwd	4,314.16
354932	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Wood Cyn	364.34
354933	25	PLACEWORKS	BI:Arch /Fac Acq /EMS	4,136.27
354934	1	SCHOOL EMPLOYERS ASSOCIATION	Dues&Mmb/Prsnl:HR/Dstrctwd	1,706.50
354935	1	LAW OFFICE OF LEEJANICE TOBACK	Legal /SupvAdmn/Dstrctwd	5,000.00
354936	14	PACIFIC PLUMBING COMPANY OF	Bldg Imp/Fac Acq /Marblehd	46,001.00
354937	1	SUNBURST DIGITAL INC	InstMtls/Instrctn/Viejo	1,999.00
354938	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/Marblehd	4,396.86
354939	1	SPECTRASONICS	InstMtls/Instrctn/Tesoro	1,206.58
354940	1	CAMBIUM LEARNING GROUP INC	NonCapEq/Instrctn/Crn Vllly	2,700.00
354941	1	MOBILE COMMUNICATION REPAIR	NonCapEq/Instrctn/Moulton	2,041.20
354942		VOID	VOID	0.00
354943	1	MELBON, BRENT	Serv& Op/Prsnl:HR/Dstrctwd	47,499.00
354944	1	EAGLE SOFTWARE	CnfrNonI/SupvAdmn/Dstrctwd	350.00
354945	1	HITT MARKING DEVICE	SpIsNonI/Sch Adm /SCHS	42.25
354946	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	1,237.56
354947	1	DELL COMPUTER	InstMtls/Instrctn/Las Palm	2,337.78
354948	1	SAN DIEGO COUNTY OFFICE OF ED	Conf:Ins/Instrctn/BAMS	625.00
354949	1	BIG TEX WEST TRAILERS SALES	NonCapEq/Op:Grnds/Dstrctwd	3,037.40
354950	1	SOUTH COAST AIR QUALITY MGMT	Serv& Op/RR:Bldgs/Dstrctwd	2,424.63
354951	1	CITY OF SAN CLEMENTE	Op&Hskpg/Opr:Util/Dstrctwd	100,000.00
354952	1	SOUTH COAST ANSWERING SERVICE	Cmmnctns/M&OResOH/Dstrctwd	1,000.00
354953	1	PAC TYPEWRITER & COMM	Rntl:Oth/RR:Bldgs/Dstrctwd	2,500.00
354954	1	TIME AND ALARM SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
354955	1	DUNN-EDWARDS CORP	SpIsNonI/RR:Bldgs/Dstrctwd	15,000.00
354956	1	ULINE	SpIsNonI/RR:Bldgs/Dstrctwd	1,500.00
354957	1	AT&T	Cmmnctns/DW Unrst/Dstrctwd	300.00
354958	1	STOTZ EQUIPMENT	Rntl:Oth/Op:Grnds/Dstrctwd	2,500.00
354959	1	1ST JON	Rntl:Oth/RR:Bldgs/Dstrctwd	7,000.00
354960	1	WINDSTREAM HOLIDING INC	Rntl:Oth/RR:Bldgs/Dstrctwd	3,402.73
354961	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	811.64
354962	1	VERSATILE SYSTEMS INC.	NonCapEq/RR:Bldgs/Dstrctwd	7,649.06
354963	11	CULVER-NEWLIN	NonCapEq/Sch Adm /Dstrctwd	3,500.00
354964	11	CULVER-NEWLIN	NonCapEq/Sch Adm /Dstrctwd	118,332.60
354965	1	SCHAFF PAINO SUPPLY	SpIsNonI/Sch Adm /Hiddn H1	308.40
354966	1	LARMAC	Serv& Op/RR:Grnds/Dstrctwd	17,400.00
354967	1	HALLIE W PALOMARES	NPS /NPS /Dstrctwd	337.60
354968	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	12,405.12
354969	1	CLARINDA ACADEMY	SpIsNonI/GuidCnsl/Dstrctwd	246.60
354970	1	LEVERAGE LEARNING GROUP INC	Serv& Op/StDev In/Dstrctwd	16,200.00
354971	1	CLARINDA ACADEMY	SpIsNonI/GuidCnsl/Dstrctwd	228.08
354972	1	BLIND CHILDREN'S LEARNING	Sub NPS /NPS /Dstrctwd	7,752.78
354973	1	ORANGE COUNTY DEPT OF EDUCAT	Serv& Op/SupvAdmn/Dstrctwd	900.00

180 Purchase Orders \$821,179.21

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219117	CITY OF SAN CLEMENTE	PO-350712	2,164.46
219118	CITY OF SAN JUAN CAPISTRANO	PO-351098	1,541.62
219119	CONSOLIDATED ELECT DISTR	PO-353178	392.85
219120	E. STEWART AND ASSOCIATES	PO-350556	3,800.00
219121	MOULTON NIGUEL WATER	PO-351097	5,669.16
219122	PACIFIC PLUMBING COMPANY OF	PO-350242	8,172.45
219123	RTK ENERGY LLC	PV-163372	27.54
219124	SAN DIEGO GAS & ELECTRIC	PO-353317	2,090.17
219125	SO CAL GAS CO	PO-350717	4,380.84
219126	SO COAST WATER DIST	PO-351099	5,289.43
219127	VIRTUAL WATER SERVICES	PO-353857	775.80
219128	DSA	PO-354633	401.80
219129	G.A. DOMINGUEZ	PO-354651	40,465.04
		PO-354711	6,514.37
219130	GILBERT & STEARNS INC	PO-354685	2,414.01
219131	KNOWLAND CONSTRUCTION SERVICES	PO-351785	14,960.00
219132	CAREER CRUISING	PO-354305	725.00
219133	CERTIFIED TRANSPORTATION	PV-163423	7,545.02
		PV-163434	481.00
219134	DISCOVERING SCIENCE	PO-353043	1,140.00
219135	DISCOVERY SCIENCE CENTER OF OC	PO-353433	2,560.00
219136	HOT DOGGER TOURS INC.	PV-163432	1,439.25
219137	IRVINE RANCH OUTDOOR EDU CTR	PO-350813	16,700.00
219138	JFK TRANSPORTATION CO INC	PV-163410	655.00
219139	LEARNING A-Z	PO-353885	1,474.15
219140	MISSION SAN JUAN CAPISTRANO	PO-354571	468.00
		PO-354642	1,310.00
219141	OCEAN INSTITUTE	PO-354572	100.00
219142	SHI INTERNATIONAL CORP	PO-354390	199,596.90
219143	SOLARWINDS	PO-354649	1,050.00
219144	STATE OF CALIFORNIA	PO-354654	312.50
219145	MARKERBOARD PEOPLE	PO-354539	92.75
219146	MAYER-JOHNSON LLC	PO-354080	409.00
219147	MERCURY DISPOSAL SYSTEM INC	PO-350273	207.50
219148	MESA GOLF CARTS	PO-351670	470.15
219149	MISSION AUTO SERVICE	PO-353790	582.95
219150	MOBILE FLEET WASH	PO-350480	910.00
219151	MPS	PO-354271	220.00
219152	NASCO MODESTO	PO-353390	468.59
		PO-353663	171.50
		PO-354055	213.35
		PO-354382	205.03
		PO-354386	919.92
		PO-354468	88.59
219153	NATIONAL READY MIXED CONCRETE	PO-350134	626.94

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219154	NCS PEARSON INC.	PO-353502	28,097.48
		PO-354163	837.33
		PO-354168	501.60
		PO-354219	4,902.80
219155	ORANGE AUTO PARTS & SUPPLY LLC	PO-352218	1,015.20
219156	ORANGE COUNTY LOW VISION	PO-353802	2,813.40
219157	ORIENTAL TRADING COMPANY INC	PO-354431	69.93
219158	PAC TYPEWRITER & COMM	PO-351669	675.00
219159	PARKHOUSE TIRE INC.	PO-350488	537.06
219160	PERMA-BOUND	PO-351733	18.81
		PO-354128	1,890.00
		PO-354381	1,107.00
219161	REALLY GOOD STUFF INC	PO-354484	288.79
219162	REEL LUMBER	PO-350642	1,377.90
219163	SCHOOL SPECIALTY	PO-354453	16.84
		PO-354455	10.50
		PO-354456	261.49
219164	SMARDAN SUPPLY COMPANY	PO-350131	1,826.07
		PO-353351	2,404.47
		PO-353971	7,030.80
219165	SO COAST DISTRIBUTING CO	PO-350046	77.33
219166	SOUTHERN COUNTIES LUBRICANTS	PO-350530	5,702.25
219167	SPARKLETTS	PO-350986	2.05
		PO-350987	31.88
		PO-350988	19.58
		PO-350990	6.15
		PO-351182	4.10
		PO-351801	3.64
		PO-351802	58.28
		PO-352772	23.99
		PO-352773	24.33
		PO-353055	15.94
219168	TIFCO INDUSTRIES	PO-351083	600.92
219169	TRANSTRAKS	PO-351595	8,475.00
219170	SPARKLETTS	PO-350973	5.55
		PO-350974	4.85
		PO-350975	15.94
		PO-350976	4.10
		PO-350978	10.25
		PO-350980	6.15
		PO-350982	2.05
		PO-350983	6.15
		PO-350992	6.15
		PO-350993	4.10
219171	CALIFORNIA DEPT. OF EDUCATION	PV-163316	686.40

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219172	DOMINO'S PIZZA	PV-163433	16,842.00
219173	HEALTH-E MEAL PLANNER PRO	PV-163373	18,255.78
219174	HOLLANDIA DAIRY INC.	-	
		PV-163317	398.35
		PV-163318	1,263.99
		PV-163319	2,027.38
		PV-163320	1,699.08
		PV-163321	849.62
		PV-163322	550.98
		PV-163323	1,549.97
		PV-163324	3,309.66
		PV-163325	1,462.45
		PV-163326	1,260.57
		PV-163327	648.51
		PV-163328	622.51
		PV-163329	322.12
		PV-163330	1,475.60
		PV-163331	506.58
		PV-163332	351.05
		PV-163333	285.78
		PV-163334	165.43
		PV-163335	223.75
		PV-163336	476.86
		PV-163337	469.09
		PV-163338	437.81
		PV-163339	309.95
		PV-163340	430.91
		PV-163341	491.17
		PV-163342	439.36
		PV-163343	545.66
		PV-163344	876.90
		PV-163345	327.46
		PV-163346	739.12
		PV-163347	520.29
		PV-163348	477.45
		PV-163349	600.49
		PV-163350	1,375.59
		PV-163351	4,383.43
		PV-163352	374.31

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219175	HOLLANDIA DAIRY INC.	PV-163353	480.70
		PV-163354	517.95
		PV-163355	2,854.96
		PV-163356	664.02
		PV-163357	468.20
		PV-163358	1,083.23
		PV-163359	348.11
		PV-163360	745.54
		PV-163361	839.56
		PV-163362	939.18
		PV-163363	285.48
		PV-163364	1,607.99
		PV-163365	3,233.34
		PV-163366	270.90
		PV-163367	1,532.25
		PV-163368	705.25
		PV-163369	245.57
		PV-163370	548.03
219176	Martinez 56, Elizabeth	PV-163371	38.24
219177	ALPINE ACADEMY	PO-351650	12,175.70
219178	ALTERNATIVE COMM SVCS	PO-350808	4,997.50
219179	AUGUSTIN EGELSEE LLP	PO-354671	25,000.00
219180	BERG RYAN OD MS ED, JULIE	PO-350807	205.90
219181	BILL LANE & ASSOCIATES INC	PO-350792	1,659.95
219182	COPPER HILLS YOUTH CENTER	PO-352384	10,459.00
219183	COREY AND JUDY CRAMIN	PO-354667	99,681.22
219184	CRARY, BRENDA	PO-350797	3,733.80
219185	GARCIA, IRMA R.	PO-350472	4,222.40
219186	GOODWILL INDUSTRIES OF	PO-351632	130.00
219187	GOODWILL INDUSTRIES OF ORANGE	PO-350799	390.00
		PO-351620	130.00
219188	HEARTSPRINGS SCHOOL	PO-353960	12,213.65
219189	INTERMOUNTAIN DEACONESS	PO-352711	12,109.70
219190	JENNIFER TONEY SPEECH	PO-350795	960.00
219191	KARPUS, DAVID AND MARY	PO-351457	1,162.44
219192	LISA AND TERRY NOXON	PO-353255	784.00
219193	MAXIM HEALTHCARE SERVICES	PO-352368	756.00
219194	NEW HAVEN YOUTH & FAMILY	PO-352367	2,997.00
		PO-352375	3,941.00
		PO-352376	7,318.32
		PO-352377	6,464.00
		PO-353962	673.75
		PO-354435	16,393.55
		PO-354636	1,719.00
219195	OCEANVIEW SCHOOL	PO-353104	2,358.40

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219196	PORT VIEW PREPARATORY SCHOOL	PO-351773	11,852.50
		PO-351822	9,495.00
		PO-354073	3,890.00
		PO-354442	3,780.00
219197	RICHARD LAPPIN	PO-352541	467.50
219198	RYAN JACKSON	PO-351545	7,351.00
219199	STAFFREHAB	PO-354258	10,778.00
219200	SUNBELT STAFFING LLC	PO-350811	9,123.75
219201	TIMOTHY A ADAMS & ASSOC	PO-354670	20,000.00
219202	WINGARD, RICHARD AND LORENA	PO-354533	1,875.00
219203	ANDRE, MARLA	PV-163456	115.00
219204	CORTEZ, JENNIFER	PV-163457	115.00
219205	MARZILLI, MIKE	PV-163459	810.75
219206	MATE, REKA	PV-163458	23.22
219207	MILLER, MARK G.	PV-163460	1,409.66
		PV-163461	104.65
219208	ROJAS, CHRISTY	PV-163455	115.00
219209	A BETTER TOMORROW EDUCATION	PO-353411	312.00
219210	BESTGEN, MARY	PO-353036	504.00
219211	EWING CONSULTING INCORPORATED	PV-163462	6,583.33
219212	LCRA TRUST	PO-354330	4,322.50
219213	MEET THE MASTERS INC	PO-350699	5,758.00
219214	YMCA OF ORANGE COUNTY	PO-350707	10,213.18
219215	ADAMSON, CORAL	PV-163374	198.18
219216	ANDERSON, NEIL	PV-163375	28.62
219217	BAILEY, REBECCA	PV-163376	206.53
219218	BENE, CHERI	PV-163377	121.50
219219	BIRKINSHAW, SANDY	PV-163378	388.26
219220	BROWN, SUSAN	PV-163379	33.48
219221	CARDIN, PATTI	PV-163380	136.62
219222	CORCORAN, TRAVIS	PV-163381	146.88
219223	CROSS, MINDY	PV-163382	217.08
219224	ELKINS, KAREN	PV-163383	203.55
219225	ENGELSON, EMILY	PV-163384	180.90
219226	ENRIQUEZ, MICHELLE L	PV-163385	138.78
219227	EXWORTHY, MARK	PV-163386	251.64
219228	FAGIOLI, ALYSON	PV-163387	151.36
219229	FARRAND, MONA	PV-163388	110.98
219230	FITZSIMMONS, KATHLEEN	PV-163390	50.76
219231	FLYNN, MARGARET	PV-163389	160.92
219232	FRIEDLANDER, DOROTHY	PV-163391	92.34
219233	GONG, PHOEBE	PV-163392	131.22
219234	GRAY, LISA	PV-163393	96.12
219235	HAACK, KATHI	PV-163394	95.58
219236	HAMMOND, DARCY	PV-163395	262.44

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219237	HIOUREAS, ANGELA	PV-163396	156.60
219238	KERINS, TRACY	PV-163397	102.06
219239	KIMMELL, JULIE	PV-163398	140.94
219240	KOPELSON, KATHLEEN	PV-163399	323.46
219241	LAIDLEY, JOANIE	PV-163400	160.92
219242	LEWIS, SHARON A.	PV-163401	163.08
219243	MCKEE, DANISE	PV-163402	73.44
219244	NEW HAVEN YOUTH & FAMILY	PO-352376	4,467.50
219245	MONICO, MARGARA	PV-163435	14.04
219246	MORAND, CARA	PV-163404	97.74
219247	MORRIS, LINDSEY	PV-163403	83.70
219248	NAPORA, NOELLE	PV-163405	136.08
219249	NIETO, ANJULI	PV-163406	379.18
219250	NORMAN, ELLESSE	PV-163407	116.64
219251	ORGILL, JANELL	PV-163408	90.18
219252	PANNING LA BATE	PV-163409	172.26
219253	PARKER, LAURA	PV-163411	125.82
219254	PETERSON, DEBRA	PV-163412	105.84
219255	RASHIDI, AKRAM KIM	PV-163413	223.56
219256	RINKE, ANGELA	PV-163414	73.98
219257	ROSO, MICHELLE	PV-163415	236.52
219258	SANTOKE, MAHFRIN	PV-163416	273.24
219259	SCHOOLER, DEBORAH	PV-163417	184.14
219260	SHAH, RANA	PV-163418	55.08
219261	SMITH, ANNE	PV-163419	119.88
219262	SOLTIS, PAMELA	PV-163420	129.60
219263	ST. JOHN, ANDREA	PV-163421	58.86
219264	STEVENSON, HEATHER	PV-163436	64.80
219265	TERHUNE, CYNTHIA	PV-163437	167.94
219266	TICE, RUTH	PV-163422	39.96
219267	TOWNSEND, DEBBI	PV-163424	18.40
219268	TRAN, ANTHONY	PV-163425	74.50
219269	VILCEK, JULIE	PV-163426	93.96
219270	WENTZEL, KORY	PV-163427	189.69
219271	WOLFSON, DONNA	PV-163428	53.46
219272	WOLFSON, MEGHAN	PV-163429	146.34
219273	WRAY, ALLISON	PV-163430	39.42
219274	BACHARACH, LISA	PV-163439	17.00
219275	DR. CHIP/ KRISTA STONE	PV-163441	15.00
219276	HOLLIDAY, SUSAN	PV-163444	31.30
219277	KELTON-ROGERS, SANDRA	PV-163447	14.00
219278	MCKEON, TINA	PV-163448	24.00
219279	NIAU, EVA	PV-163451	30.00
219280	SELLAR, AIDAN	PV-163453	80.00
219281	BRENNAN, JASON	PV-163440	101.34

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219282	FENN, BRIAN	PV-163442	185.00
219283	HAMMAD, SONJA	PV-163443	355.00
219284	HONAN, NICHOLAS	PV-163445	114.88
219285	KAUFMAN, KEVIN	PV-163446	253.57
219286	LAWRENCE, EMILY	PV-163449	250.00
219287	MEIER, VALERIE	PV-163450	741.34
219288	PORCELLI, CHRIS	PV-163452	270.00
219289	WEI, KING	PV-163454	890.00
219290	A Z BUS SALES INC	PO-350342	1,468.69
219291	AARDVARK CLAY	PO-353999	213.84
219292	ACER SERVICE CORPORATION	PO-350118	263.75
219293	ACORN MEDIA	PO-354136	498.15
219294	ALISO NIGUEL AUTO CARE	PO-351440	223.11
219295	ANYPROMO INC	PO-354322	529.65
219296	ARTESIA SAWDUST	PO-351875	3,644.60
219297	ATTAINMENT COMPANY	PO-354083	133.34
		PO-354367	324.31
219298	BARCODEINC	PO-351310	120.29
219299	BATTERY SYSTEMS	PO-350344	643.20
219300	BLAIRS TOWING INC	PO-350836	687.50
219301	BLUE LABEL POWER INC.	PO-354131	49.86
219302	C D T INC.	PO-350227	730.75
219303	CAL-STATE AUTO PARTS INC	PO-350369	95.02
219304	CAROLINA BIOLOGICAL SUPPLY CO	PO-354097	305.39
219305	CDW GOVERNMENT	PO-354286	44,477.98
		PO-354373	2,999.04
		PO-354374	8,747.21
		PO-354375	9,996.82
		PO-354376	43,486.15
		PO-354379	43,736.07
		PO-354380	36,624.00
		PO-354399	57.91
		PO-354417	484.92
219306	CHEVROLET OF IRVINE	PO-351639	280.05
219307	CINTAS CORP #640	PO-350374	222.47
219308	CLASSROOM SUPPLY MART	PO-354084	99.46
219309	CLEAR SOURCE IT	PO-354389	1,080.00
219310	COMPLETE OFFICE OF CA	PO-352607	22.66
		PO-352998	425.66
		PO-353308	133.88
		PO-353309	212.76
219311	COSTCO S.J.C.	PO-353144	341.61
		PO-353218	47.04
219312	CULVER-NEWLIN	PO-353794	1,429.53
		PO-353904	1,958.47

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219313	DELL MARKETING L P	PO-354272	10,097.89
		PO-354449	32.39
219314	DEMCO	PO-354058	41.29
219315	DISCOUNT SCHOOL SUPPLY	PO-354471	89.40
219316	EDUCATIONAL INNOVATIONS	PO-354078	46.72
219317	EVERBIND/MARCO BOOK CO	PO-352220	448.16
219318	FACTORY MOTOR PARTS	PO-350379	1,172.87
219319	FLINN SCIENTIFIC INC	PO-353923	7,578.01
		PO-354077	290.92
219320	FRICTION MATERIALS CO.	PO-350382	332.99
219321	GALE/CENGAGE	PO-354420	300.00
219322	GLASS SPECTRUM	PO-352271	279.67
219323	HIRSCH PIPE & SUPPLY	PO-351094	2,204.30
219324	HOWARD TECHNOLOGY SOLUTIONS	PO-354281	24.50
		PO-354282	24.50
		PO-354284	980.00
		PO-354288	245.00
		PO-354289	4,018.00
		PO-354290	73.50
		PO-354293	24.50
		PO-354377	980.00
		PO-354392	4,287.50
219325	IMAGE 2000	PO-350396	801.81
219326	INTERSTATE BATTERIES	PO-350383	1,681.29
219327	IPC (USA), INC.	PO-350384	25,180.82
219328	J W PEPPER & SON INC	PO-353399	176.72
219329	JOHNSTONE SUPPLY	PO-353779	3,512.79
219330	KELLY PAPER COMPANY	PO-350262	385.98
219331	LAKESHORE LEARNING MATLS	PO-354488	1,567.52
		PO-354491	194.88
219332	LOCAL JANITORIAL & VACUUM	PO-351452	97.17
219333	CAMBRIDGE UNIVERSITY PRESS	PO-353898	1,301.29
219334	CDW GOVERNMENT	PO-354378	52,483.28
219335	THE TOLL ROADS	PO-350228	450.00
219336	THERAPRO INC.	PO-354482	175.87
219337	ULINE	PO-352324	143.34
219338	UNITED RENTALS(NORTH AMERICA)	PO-350076	734.12
		PO-351091	193.73
219339	VERNIER SOFTWARE & TECHNOLOGY	PO-354100	7,013.61
219340	VERTICAL TRANSPORT INC	PO-350847	381.50
219341	WATERLINES TECHNOLOGIES INC	PO-351788	1,668.63
		PO-354360	607.22
219342	CAPISTRANO UNIFIED SCHOOL DIST	PO-350267	114,067.99
219343	Burka 01, Terry	PV-163464	58.25

Board of Trustees Warrant Listing
----- Fiscal Year: 2015-16 -----
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219344	INDUSTRIAL ELECTRIC SERVICE	PV-163466	753.62
		PV-163467	295.25
		PV-163468	1,206.69
		PV-163469	335.25
219345	NOSAJ DISPOSABLES INCORPORATED	PV-163463	1,814.40
219346	Sharma 50, Kanika	PV-163471	137.00
219347	VERIZON WIRELESS	PV-163465	373.52
219348	Yao 25, Huayun	PV-163472	42.50
219349	ASSURED FIRE SYSTEMS	PO-351075	500.00
219350	BOWIE ARNESON WILES &	PO-354038	2,303.00
219351	CITY OF SAN JUAN CAPISTRANO	PO-351098	4,908.51
219352	CR&R INCORPORATED	PO-354141	17,608.84
219353	MOULTON NIGUEL WATER	PO-351097	3,379.91
219354	ORANGE CTY DEPT EDUC	PO-350223	4,278.61
219355	PACIFIC MOBILE HOME CONS	PO-352010	1,697.63
		PO-353431	21,531.48
219356	SAN DIEGO GAS & ELECTRIC	PO-353317	228,368.95
219357	SO CAL GAS CO	PO-350717	12,671.14
219358	SOUTH COAST FIRE PROTECTION	PO-351808	125.00
219359	SOUTHERN CALIFORNIA EDISON	PO-350716	24,388.55
219360	YTI ENTERPRISES INC DBA	PO-353833	1,179.00
219361	CULVER-NEULIN	PO-353100	26,055.45
219362	PLACEWORKS	PO-346755	180.00
219363	WARD'S	PO-354104	1,831.12
		PO-354106	1,776.12
219364	BURKE WILLIAMS & SORENSEN LLP	PO-353087	501.00
219365	DSA	PO-354681	76,615.00
219366	G.A. DOMINGUEZ	PO-351606	18,423.59
219367	GOVERNMENT FINANCIAL	PO-354443	225.00
219368	PLACEWORKS	PO-344546	5,863.60
219369	PLACEWORKS	PO-353678	26,711.88
219370	MISSION AUTO SERVICE	PO-353790	576.04
219371	MOBILE FLEET WASH	PO-350480	962.00
219372	O'REILLY AUTOMOTIVES INC	PO-351810	186.32
219373	OFFICE DEPOT	PO-350102	84.84
		PO-350633	528.04
		PO-353311	250.83
		PO-353312	15.53-
		PO-353593	55.76
		PO-353834	446.42
		PO-353914	142.93
219374	PEP BOYS	PO-353966	66.94
219375	PITNEY BOWES PRESORT SERVICES	PO-350256	198.36
219376	PRO-ED	PO-354172	440.00
219377	QUALITY TOWING	PO-350546	315.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219378	RINCON TRUCK CENTER INC	PO-350494	6,477.55
219379	SCHOOL HEALTH CORPORATION	PO-353928	508.23
219380	SEHI COMPUTER PRODUCTS INC	PO-350122	397.17
219381	SHRED-IT USA LLC	PO-350316	326.00
		PO-351679	42.00
219382	SOUTH COAST FAMILY MEDICAL	PO-350229	350.00
219383	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-350681	20.14
		PV-163470	673.92
219384	STAPLES ADVANTAGE	PO-354205	422.80
		PO-354666	34.55
219385	STORAGE CONTAINER.COM	PO-354616	3,564.00
219386	TEACHERS DISCOVERY	PO-354472	196.90
219387	TIFCO INDUSTRIES	PO-351083	734.03
219388	TREE OF LIFE NURSERY	PO-353943	148.88
219389	TRUCPAR CO	PO-351084	559.99
219390	TUTTLE-CLICK FORD	PO-351223	1,026.86
219391	UNITED PARCEL SERV	PO-351168	10,000.00
219392	W W NORTON & COMPANY	PO-354647	1,520.80
219393	WARD'S	PO-354560	775.44
219394	WESTERN GRAPHIX	PO-354200	175.00
219395	WESTERN PUMP	PO-351441	686.21
219396	WHY TRY LLC	PO-354343	499.00
219397	WORD WRIGHT	PO-352698	410.40
219398	STAPLES ADVANTAGE	PO-350531	37.75
219399	ACORN MEDIA	PO-354144	963.09
		PO-354150	630.99
		PO-354153	1,354.97
		PO-354154	411.80
		PO-354155	757.19
		PO-354156	850.18
219400	BIOMEDICAL WASTE DISPOSAL	PO-350112	99.00
219401	BUSWEST	PO-350478	7,485.68
219402	CAMCOR INC	PO-354599	546.71
219403	CARD INTEGRATORS	PO-354655	3,131.50
219404	CDW GOVERNMENT	PO-354183	1,454.76
		PO-354558	639.36
219405	CINTAS CORP #640	PO-350113	41.42
		PO-354297	361.34
219406	CINTAS FIRST AID & SAFETY	PO-350230	458.31
219407	COMPLETE OFFICE OF CA	PO-350513	495.17
		PO-350997	239.75
		PO-353309	28.26
219408	COSTCO S.J.C.	PO-354421	235.82
219409	CURRICULUM ASSOCIATES	PO-354492	1,423.99
219410	DELL MARKETING L P	PO-354549	27,435.25

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219411	DENAULT'S HARDWARE	PO-351597	4.75
219412	DUNN-EDWARDS CORP	PO-350724	8.04
219413	EBERHARD EQUIPMENT	PO-350091	39.92
219414	FEDERAL EXPRESS CORP	PO-350314	643.78
219415	FLINN SCIENTIFIC INC	PO-354098	1,776.24
219416	GANAHL LUMBER	PO-350077	168.16
219417	GO NOODLE INC	PO-354775	198.00
219418	HEINEMANN PUBLISHING	PO-354412	507.42
219419	HOUGHTON MIFFLIN HARCOURT	PO-354124	2,485.47
219420	HOWARD TECHNOLOGY SOLUTIONS	PO-354613	857.50
219421	INSIGHT SYSTEMS EXCHANGE	PO-354395	437.41
219422	JOHNSTONE SUPPLY	PO-353779	453.39
219423	JOSTENS	PO-354588	351.17
219424	KAPLAN EARLY LEARNING CO.	PO-354481	45.89
		PO-354494	128.87
219425	LESLIES SWIMMING POOL SUPPLY	PO-350568	23.27
219426	HOWARD TECHNOLOGY SOLUTIONS	PO-354505	5,145.00
219427	HEAR NOW	PO-350496	4,037.50
219428	KARPUS, DAVID AND MARY	PO-351530	340.00
219429	OLIVE CREST ACADEMY CANAL ELEM	PO-354643	1,950.08
219430	PORT VIEW PREPARATORY SCHOOL	PO-354664	18,707.50
219431	SELOGIE AND BRETT LLP	PO-354672	9,000.00
219432	SPECTRUM CENTER ROSSIER PARK	PO-354635	805.00
219433	STAFFREHAB	PO-354258	2,720.00
219434	ACSA/FOUNDATION FOR EDUC	PO-353940	2,550.00
219435	BUREAU EDUC & RESEARCH	PO-354575	717.00
219436	CAL COUNCIL SOCIAL STUD	PO-354650	1,245.00
219437	FAGIOLI, ALYSON	PV-163516	1,026.78
219438	ILLUMINATE EDUCATION INC.	PO-354586	299.00
219439	ORANGE COUNTY DEPT OF EDUCATIO	PO-353601	60.00
		PO-353806	30.00
		PO-353876	30.00
		PO-353931	60.00
		PO-353932	60.00
		PO-354052	399.00
		PO-354053	399.00
		PO-354332	30.00
		PO-354333	30.00
		PO-354334	30.00
219440	REGENTS OF THE UNIVERSITY CA	PO-353805	675.00
219441	SIGAFOOS, KATHLEEN	PV-163515	725.40
219442	A TREE OF KNOWLEDGE	PO-353367	1,933.75
219443	BIO-ACOUSTICAL ENG CORP	PO-354295	25,950.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219444	BURKE WILLIAMS & SORENSEN LLP	PO-352532	2,544.00
		PV-163473	960.00
		PV-163482	1,989.00
		PV-163484	897.00
		PV-163486	30.00
		PV-163488	240.00
		PV-163491	1,260.00
		PV-163492	180.00
		PV-163493	60.00
		PV-163494	1,398.00
		PV-163495	210.00
		PV-163496	420.00
219445	BURKE WILLIAMS & SORENSEN LLP	PO-353044	3,504.00
219446	CAMPCO	PO-351961	16,581.17
219447	PROFESSIONAL TUTORS OF AMERICA	PO-350829	357.50
219448	REACH PROFESSIONAL IN-HOME	PO-353680	550.00
219449	YMCA OF ORANGE COUNTY	PO-350710	9,853.28
		PO-350711	8,157.75
		PO-350713	10,491.86
219450	ABSOLUTE COMMUNICATIONS INC	PO-353824	8,755.56
219451	ACE EDUCATIONAL SUPPLIES INC	PO-354496	231.32
219452	AMS	PO-350560	429.55
		PO-354361	9,308.56
219453	APPLE COMPUTER INC	PO-353980	412.32
		PO-353986	412.32
219454	ATTAINMENT COMPANY	PO-354391	899.48
219455	BUSWEST	PO-350478	244.87
219456	CHEVROLET OF IRVINE	PO-351639	3,775.43
219457	CINTAS FIRST AID & SAFETY	PO-350230	1,268.74
219458	COMPLETE OFFICE OF CA	PO-352998	38.10
		PO-354746	1,200.74
219459	COSTCO S.J.C.	PO-352419	47.85

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219460	DELL MARKETING L P	PO-354261	458.30
		PO-354268	9,835.32
		PO-354277	779.24
		PO-354514	1,767.16
		PO-354516	17,922.77
		PO-354520	16,656.93
		PO-354522	12,435.62
		PO-354523	11,526.77
		PO-354525	17,857.98
		PO-354526	11,559.17
		PO-354527	13,150.04
		PO-354528	8,539.36
		PO-354529	7,727.73
		PO-354530	3,084.61
		PO-354538	11,656.34
219461	J W PEPPER & SON INC	PO-354799	656.93
219462	KELLY PAPER COMPANY	PO-350262	1,466.31
219463	BAKER, ALISON	PV-163475	69.00
219464	CHRISTENSEN, DENI	PV-163476	128.64
219465	GARCIA, ELAINE	PV-163478	12.00
219466	KAUFMAN, JOAN	PV-163479	69.30
219467	LERUM, MICHELLE	PV-163485	52.87
219468	PEREZ, BRIAN	PV-163480	20.00
219469	POTNIS, DIPALI	PV-163481	30.65
219470	RAMIREZ, CRISTIAN	PV-163483	89.00
219471	REGAN, KIERAN	PV-163487	15.00
219472	TSUTSUI, OCEAN	PV-163489	62.00
219473	TYLER, HEIDI	PV-163490	6.67
219474	ALVAREZ, ROSALINDA O	PV-163474	565.73
219475	CURRIE-SHRIVASTAVA, CATHERINE	PV-163477	650.85
219476	ALZAMORA, LUCERO	PV-163500	275.77
219477	CLARK, BRIAN OR YOLANDA	PV-163501	84.13
219478	DAVIS, HENRY & ELIZABETH	PV-163503	262.44
219479	DESHAZER, ALEX OR DARCY	PV-163502	199.87
219480	DIXON, ALLYSSA	PV-163504	36.35
219481	ELE, APRIL AND OR ROGER	PV-163505	33.52
219482	GARCIA, MARIO & SHANNON	PV-163507	236.65
219483	GARCIA, ROSALINA	PV-163506	383.36
219484	GRAGG, PATRICK & TERRY	PV-163508	117.81
219485	JARVIS, ANDREW AND/OR	PV-163509	28.51
219486	JOHNSON, EDWIN OR MELISS	PV-163510	429.62
219487	LAHAM, HAISSAM & MANSOUR RIMA	PV-163512	153.10
219488	LOUIE, DARRYL OR CATHERINE	PV-163511	225.02
219489	MENDOZA, JUDITH	PV-163513	448.73
219490	PATTERSON, DOUG AND	PV-163514	549.20

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219491	NCS PEARSON INC.	PO-354387	30,636.48
219492	ORANGE COUNTY REGISTER	PO-351666	3,737.88
219493	OTICON INC	PO-354479	556.92
219494	PERMA-BOUND	PO-354413	1,906.41
219495	PHONAK LLC	PO-354668	3,606.16
219496	PRINT & BIND 4 LESS	PO-354393	1,200.00
219497	PRINT & FINISHING SOLUTIONS	PO-350298	352.60
		PO-354849	357.61
219498	ROSE BRAND WIPERS INC	PO-354212	108.16
219499	SANTA MARGARITA FORD	PO-352641	1,229.95
219500	SOCIAL THINKING	PO-354233	305.05
219501	CALIFORNIA WEEKLY EXPLORER INC	PO-352554	2,070.00
		PO-352803	1,380.00
		PO-353190	1,060.00
		PO-354318	2,070.00
219502	CERTIFIED TRANSPORTATION	PV-163497	598.00
219503	DEPARTMENT OF JUSTICE	PO-352139	3,548.00
219504	ESGI LLC	PO-354660	1,074.00
219505	JFK TRANSPORTATION CO INC	PV-163498	1,428.75
219506	MISSION SAN JUAN CAPISTRANO	PO-352672	1,001.00
219507	PRETEND CITY CHILDREN'S MUSEUM	PO-354497	270.00
219508	Laforza Tile & Stone, Inc.	PV-163499	2,777.28
219509	CAPISTRANO UNIFIED SCHOOL DIST	PO-350267	57,609.74
219510	MEBA C/O	PO-350269	3,767,236.22
219511	UNUM LIFE INSURANCE	PO-350268	12,166.98
219512	ALBERT YUEN AND CHARLENE TONG	PO-351234	900.00
219513	ALTERNATIVE COMM SVCS	PO-350808	8,096.50
219514	ATKINSON ANDELSON LOYA	PO-352524	30,686.94
219515	BEST BEST & KRIEGER LLP	PO-353253	3,809.49
219516	BILL LANE & ASSOCIATES INC	PO-350792	4,334.65
219517	BLIND CHILDREN'S LEARNING	PO-351779	5,091.95
219518	BOYS TOWN CALIFORNIA INC.	PO-351803	22,833.00
219519	CLARINDA ACADEMY	PO-351657	9,194.00
219520	CORNERSTONE THERAPIES	PO-350803	1,265.01
219521	DEVEREUX TEXAS TREATMENT	PO-352383	14,766.13
		PO-352537	13,179.75
219522	DEVEREUX TEXAS TREATMENT	PO-352380	9,972.04
219523	DISCOVERY RANCH	PO-354240	13,100.00
219524	DISCOVERY RANCH FOR GIRLS	PO-353095	6,338.70
		PO-354239	23,669.96
219525	HARBOTTLE LAW GROUP	PO-352522	13,083.73
219526	HATCH & CESARIO	PO-353254	4,822.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219527	HERITAGE SCHOOLS INC	PO-351656	2,671.00
		PO-351763	11,263.00
		PO-351764	4,103.00
		PO-353125	11,483.00
		PO-354467	7,353.00
219528	MENDE PSY.D, SYLVIA	PO-351159	3,920.00
219529	OLIVE CREST ACADEMY CANAL ELEM	PO-351780	2,636.26
		PO-351781	4,443.79
		PO-351782	4,327.73
		PO-351783	4,327.73
		PO-352373	5,997.24
		PO-353093	2,219.39
		PO-353686	3,773.40
219530	PASSARO, DR. PERRY DAVID	PO-352486	250.00
219531	PORT VIEW PREPARATORY SCHOOL	PO-354809	150.00
219532	RUSSO FLECK & ASSOCIATES	PO-352366	243.79
219533	SCOTT AND KATHY TAYLOR	PO-351574	900.00
219535	STAFFREHAB	PO-354258	4,352.00
219536	TERI INC	PO-351753	4,624.74
219537	CAG	PO-354766	470.00
219538	CAPIO	PO-353638	500.00
219539	CASBO	PO-352357	255.00
		PO-352358	255.00
219540	CETPA	PO-353531	1,965.00
		PO-353599	500.00
219541	CHILDREN'S CENTER AT CALTECH	PO-353872	510.00
219542	COLLEGE BOARD - WRO	PO-352845	215.00
219543	FHA-HERO	PO-354892	1,400.00
219544	STAFF DEVELOPMENT FOR EDUCATOR	PO-353436	4,000.00
219545	TUSTIN PUBLIC SCHOOLS	PO-354614	249.00
219546	UCI HISTORY PROJECT	PO-353869	125.00
		PO-353870	375.00
219547	COACH FOREIGN LANGUAGE PROJECT	PO-354568	120.00
		PO-354569	120.00
219548	GOVERNMENT FINANCIAL	PO-354302	37,000.00
219549	ILLUMINATE EDUCATION, INC	PO-353556	50,000.00
219550	KATHRYN MEDERO	PO-352590	1,450.00
219551	LCRA TRUST	PO-354330	6,877.50
219552	LEADERSHIP ASSOCIATES	PO-353689	14,000.00
219553	PROFESSIONAL TUTORS OF AMERICA	PO-350829	742.50
219554	SCHOOL SERVICES OF CALIF	PO-350350	200.00
219555	THE FLIPPEN GROUP, LLC	PO-354129	15,000.00
219556	VAVRINEK TRINE DAY & CO LLP	PO-346718	39,050.00
		PO-350348	4,500.00
219557	ADMINISTRATIVE SOFTWARE	PO-346711	1,194.60

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219558	Andre 02, Chandy	PV-163605	23.40
219559	Arman 01, Kevin	PV-163525	90.00
219560	BOYD COFFEE COMPANY	PV-163519	158.32
219561	Beck 05, Tamara	PV-163520	64.55
219562	Becker 02, Susan	PV-163625	20.25
219563	Bowen 02/24, Kris	PV-163626	45.00
219564	Buoncristani 05, Le Anne	PV-163539	285.00
219565	Campbell 05, Jeffrey	PV-163529	51.80
219566	Conover 02,06,29, Leith	PV-163521	99.45
219567	Coyle 05, Rossi	PV-163524	53.00
219568	Elzea 05, Rosemarie	PV-163523	71.60
219569	Friedsen 02, Sharon	PV-163541	27.00
219570	Hokoki 04, Amena	PV-163624	268.20
219571	Jones 02, Wendi	PV-163531	31.75
219572	Kaplan 05, Shelley	PV-163540	111.50
219573	Kelley 05, Traci	PV-163522	195.75
219574	MILLER MECHANICAL	PV-163543	381.16
		PV-163544	160.80
		PV-163545	275.00
		PV-163546	322.80
		PV-163547	337.96
		PV-163548	574.43
		PV-163549	304.16
		PV-163550	576.41
		PV-163551	175.00
		PV-163552	190.40
		PV-163553	486.13
219575	Manoochehri 04, Imaneh	PV-163538	175.55
219576	Moretti 02, Scarlet	PV-163530	47.50
219577	Novak 05, Kim	PV-163537	50.00
219578	OFFICE DEPOT	PV-163517	18.77
		PV-163518	143.55
219579	Pappas 04, Scott	PV-163622	119.75
219580	Piscopo 05, J.J.	PV-163527	287.25
219581	Ricci 02, Jennifer	PV-163534	52.25
219582	SAMCO FREEZERWEAR	CM-160065	17.24
		PV-163542	94.68
219583	SMART & FINAL	PV-163528	8.87
219584	SYSCO RIVERSIDE INC.	PV-163554	46.23
219585	Savlov 02, Nina	PV-163533	47.25
219586	Smathers 05, Roxanne	PV-163576	66.75
219587	Spaberg 02, Kristin	PV-163535	32.75
219588	Thiart 02, Letitia	PV-163536	87.60
219589	Uburntis 02, Melanie	PV-163604	38.25
219590	AT&T	PO-350405	61.56

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219591	GLASS HAPPENS INC	PO-351419	1,120.80
219592	MISSION AUTO SERVICE	PO-353790	1,194.71
219593	MOBILE COMMUNICATION REPAIR	PO-354941	2,041.20
219594	NORTHERN SPEECH SERVICES	PO-354788	205.46
219595	PRO-ACTIVE SAFETY SUPPLY	PO-351905	708.91
219596	PSYCHEMEDICS CORPORATION	PO-350968	495.00
219597	PYRAMID WIRE & CABLE	PO-350070	1,125.41
219598	RICKS TRAILER SUPPLY	PO-351249	139.17
219599	RIVERSIDE PUBL CO	PO-354262	12,285.22
219600	ROMAINE ELECTRIC	PO-354686	1,030.49
219601	SCAQMD	PO-354907	2,429.63
219602	SITEONE LANDSCAPE SUPPLY LLC	PO-353578	1,958.52
219603	SOUTH COAST ANSWERING SERVICE	PO-351232	131.31
219604	SOUTH COAST FAMILY MEDICAL	PO-350970	783.00
219605	SOUTHWEST SCHOOL&OFFICE SUPPLY	-	
		CM-160062	38.84-
		CM-160063	1.66-
		CM-160064	27.13-
		PO-350011	96.69
		PO-350012	69.04
		PO-350103	46.87
		PO-350645	1,109.55
		PO-350646	424.78
		PO-350650	93.54-
		PO-350651	95.77
		PO-350656	168.53
		PO-350658	31.03
		PO-350660	60.30
		PO-350662	39.21-
		PO-350669	66.53-
		PO-350670	0.56
		PO-350673	13.31-
		PO-350674	93.01
		PO-350677	80.41-
		PO-350679	174.56
		PO-350680	11.03
		PO-350681	209.12
		PO-350687	29.75
		PO-350689	217.90
		PO-350922	1,010.20
		PO-351160	145.37
		PO-351210	27.15-

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219606	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-351211	71.34
		PO-351212	279.98
		PO-351213	41.36-
		PO-351246	147.00
		PO-351287	349.57
		PO-351320	165.89
		PO-351351	147.77
		PO-351734	979.68
		PO-352258	288.94
		PO-352610	43.18
		PO-353596	614.19
		PO-353919	212.83
219607	SPICERS PAPER	PO-350261	7,489.42
219608	STARFALL EDUCATION FOUNDATION	PO-354552	270.00
		PO-354737	270.00
219609	TIME AND ALARM SYSTEMS-	PO-352055	3,367.63
219610	U.C. REGENTS	PO-354469	110.11
219611	ULINE	PO-352324	371.52
219612	UNITED RENTALS(NORTH AMERICA)	PO-351091	351.61
219613	UNITED TRANSMISSION EXCHANGE	PO-350538	1,772.03
219614	VERIZON WIRELESS	PO-353181	3,753.03
219615	VERTICAL TRANSPORT INC	PO-350847	254.00
219616	VORTEX INDUSTRIES INC.	PO-350390	326.94
219617	WATERLINES TECHNOLOGIES INC	PO-351788	3,815.42
		PO-354360	1,402.40
219618	WAXIE SANITARY SUPPLY	PO-354909	142.59
219619	WESTERN GRAPHIX	PO-351615	15.60
		PO-354200	159.40
219620	ZONAR	PO-354846	38,177.13
219621	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-351205	319.56
		PO-352905	155.51
219622	STATE BD EQUALIZATION	PV-163532	394.89
219623	A Z BUS SALES INC	PO-350342	119.51
219624	ACT	PO-354858	250.00
219625	ALISO NIGUEL AUTO CARE	PO-351440	788.48
219626	ANIMAL PEST MANAGEMENT SERVICE	PO-351073	3,825.00
219627	ART SUPPLY WAREHOUSE	PO-351851	89.22
		PO-353489	155.52
219628	BEE MAN	PO-350406	195.00
219629	BIO RAD LABORATORIES	PO-354326	1,192.76
219630	BRINKS INC.	PO-350225	482.57
219631	BUSWEST	PO-350478	7,077.47
219632	CAL-STATE AUTO PARTS INC	PO-350369	1,841.21

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219633	CAMCOR INC	PO-354590	820.07
		PO-354591	289.92
		PO-354593	621.27
		PO-354594	463.88
		PO-354595	414.18
		PO-354596	579.85
		PO-354600	944.33
		PO-354601	513.58
		PO-354602	497.01
		PO-354609	273.35
		PO-354611	530.15
		PO-354612	621.27
		PO-354700	820.19
219634	CAROLINA BIOLOGICAL SUPPLY CO	PO-353595	2,346.82
219635	CDW GOVERNMENT	CM-160066	672.03-
		PO-354450	672.03
		PO-354690	484.92
		PO-354691	1,939.68
		PO-354692	399.60
		PO-354693	479.52
		PO-354719	249.92
		PO-354721	271.21
		PV-163608	672.03
219636	CDW GOVERNMENT INC.	PO-354142	19.66
219637	CINTAS CORP #640	PO-350374	443.08
		PO-351254	210.79
		PO-352637	111.78
		PO-354297	815.25
219638	COASTAL BLUE	PO-350259	16.42
219639	COMMERCIAL AQUATIC SERVICES	PO-350239	1,939.38
219640	COMPLETE OFFICE OF CA	PO-352607	161.02
		PO-352937	40.72
		PO-353308	145.30
		PO-354746	568.69
219641	D & H DISTRIBUTING	PO-354426	697.67
219642	DENAUULT'S HARDWARE	PO-350376	124.35
219643	DICK BLICK WEST	PO-352869	696.56
219644	FREEWAY AUTO SUPPLY	PO-350381	214.48
219645	FRICTION MATERIALS CO.	PO-350382	1,729.17
219646	GOLDEN RULE BINDERY	PO-353528	133.93
219647	HEADSETS.COM	PO-354107	64.64
219648	HOWARD TECHNOLOGY SOLUTIONS	PO-354576	7,007.00
219649	IPC (USA), INC.	PO-350384	21,424.11
219650	J W PEPPER & SON INC	PO-350853	104.78
219651	JOHNSTONE SUPPLY	PV-163621	6,088.69

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219652	JOSTENS	PO-354588	132.84
219653	KELLY PAPER COMPANY	PO-350262	1,235.96
219654	LEARNING A-Z	PO-354324	199.90
		PO-354684	316.50
219655	DELL MARKETING L P	PO-354263	7,362.76
219656	ALZUBAIDI, OMAR OR	PV-163555	154.44
219657	BAKER, KATHY	PV-163556	368.19
219658	ELPEDES, BERNARD & MINH-THU VU	PV-163557	395.50
219659	GREEN, TRACY OR MELISSA	PV-163559	109.19
219660	GUDIPATI, SRINIVAS &	PV-163560	413.27
219661	HORN, STEPHEN OR LINH	PV-163561	238.22
219662	MACNAMARA DANIEL & ALICIA	PV-163562	368.13
219663	MARTINEZ, ROBERT OR CHRISTINA	PV-163563	132.97
219664	MENDOZA, JUDITH	PV-163564	1,001.65
219665	MICHEL, WALTER &/OR NANCY	PV-163565	441.22
219666	MOHEB, MEHRDAD & NASR, NAHID	PV-163566	200.28
219667	MOLYNEUX, THOMAS OR CHRISTINA	PV-163567	104.98
219668	MOON, JAMES AND OR CINDY	PV-163568	103.90
219669	NAKANISHI, KAZUYAKI OR LEANNE	PV-163569	168.26
219670	NILSEN, WILFRED & INGRID	PV-163570	147.74
219671	NUNEZ, GERALDO OR ELIZABETH	PV-163571	205.63
219672	O'LEARY GUTIERREZ, MARIA	PV-163572	1,087.90
219673	PALOMARES, SALVA OR HALLIE	PV-163573	812.82
219674	PHO, STACY	PV-163574	125.28
219675	RAMIREZ, JOSE AND OR	PV-163580	293.54
219676	RITURBAN/JOHN PAUL & ANN	PV-163575	151.85
219677	RODAS, PHILLIP AND CAROLYN	PV-163577	182.74
219678	ROLLINS, CHARLES OR FIORELLA	PV-163578	97.20
219679	ROTH, JAY &/OR KERI	PV-163579	204.71
219680	SPOTSWOOD, EVAN & JENNIFER	PV-163582	184.85
219681	SUTHERLAND, GARY & RACHEL	PV-163581	106.45
219682	THOMAS, ED OR REBECCA	PV-163584	267.97
219683	THOMAS, JACLYN	PV-163583	55.08
219684	TRITZ, RICHARD &/OR JULIE	PV-163585	105.75
219685	ZELAYA, ALFONSO & PAMELA	PV-163586	34.42
219686	BARTALUZZI, SAMUEL	PV-163587	9.18
219687	BIRTWELL-DESALES, DEANNA	PV-163588	26.06
219688	BOLLA, BRENDA	PV-163589	19.44
219689	BRADLEY, JUDITH S	PV-163590	54.54
219690	BREITHAUPT, TERESA	PV-163591	32.40
219691	GARCIA, ELISEO	PV-163593	52.92
219692	HENRY, LISA	PV-163595	22.30
219693	HERTZ, JANA	PV-163596	39.96
219694	HILL, DAWN	PV-163597	130.68
219695	HUNKER, WILLIAM	PV-163598	126.90

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219696	INFANTE, MARIA CECILIA	PV-163599	113.40
219697	JONES, JOSEPH	PV-163600	91.26
219698	KENNEY, VALERIE	PV-163601	39.97
219699	KONOGIERIS, KATHI	PV-163602	154.35
219700	MANOS, MARY	PV-163603	41.04
219701	MCCARTHY, JOHN	PV-163606	142.02
219702	MITCHELL, KAREN	PV-163607	86.40
219703	MURPHY, MARISSA	PV-163609	97.20
219704	NORRIS, MAUREEN	PV-163610	65.34
219705	NYHAN, JOHN	PV-163611	90.15
219706	PLACE, SUSAN	PV-163612	10.04
219707	PRIMICIAS, MELISSA	PV-163613	73.98
219708	RALPH, JENNIFER	PV-163614	22.68
219709	RODRIGUEZ, MICHELLE	PV-163615	79.92
219710	SELIKSON, DEBBIE	PV-163616	8.92
219711	UNZUETA, GABRIELLE	PV-163617	58.32
219712	WILLIS, BRIAN	PV-163618	10.14
219713	WORKMAN, KEN	PV-163619	22.44
219714	YAMAMOTO, KERA	PV-163620	32.40
219715	YOUNG, MICHAEL	PV-163623	85.61
219716	FOULDS, LORI	PV-163592	19.55
219717	HARMAN, NANCY	PV-163594	79.92
219718	CAPISTRANO CONNECTIONS ACADEMY	PO-350219	2,162,314.20
219719	COMMUNITY ROOTS	PO-350218	445,108.20
219720	IRVINE RANCH OUTDOOR ED CENTER	PO-354883	3,355.00
219721	JOURNEY CHARTER SCHOOL	PO-350220	328,482.80
219722	OCEAN INSTITUTE	PO-354902	250.00
219723	OPPORTUNITY FOR LEARNING	PO-350221	93,294.60
219724	OXFORD ACADEMY	PO-350222	698,319.80
219726	SOUTH COAST ROP	PO-352130	125,000.00
219727	BUKEWIGHGE, KIMBERLY	PV-163627	30.00
219728	CASTILLO, RAMIRO	PV-163628	27.00
219729	CRIST, ANGELA	PV-163629	15.00
219730	SNOWDEN, MARYBETH (SAMMIE)	PV-163630	57.82
219731	MELBON, BRENT	PO-354943	47,499.00
219732	CALPERS	PV-163631	145.70
219733	WINNER CHEVROLET INC.	PO-352006	21,266.11
219734	CAPISTRANO UNIFIED SCHOOL DIST	PO-350267	81,198.99
219735	ALISO VIEJO COMMUNITY ASSN	PO-354798	3,976.02
219736	BENS ASPHALT	PO-350953	5,620.00
219737	BURKE WILLIAMS & SORENSSEN LLP	PO-353088	698.83
		PO-354003	1,890.17
219738	CITY OF SAN JUAN CAPISTRANO	PO-351098	8,562.74
219739	COALITION FOR ADEQUATE SCHOOL	PO-354819	1,010.00
219740	CONSOLIDATED ELECT DISTR	PO-353178	4,896.14

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219741	COUNTY OF ORANGE-WASTE MNGT	PO-353967	1,234.74
219742	KYA SERVICES LLC	PO-353186	25,510.41
		PO-354910	879.39
219743	KYA SERVICES LLC	PO-354912	4,854.98
219744	MOULTON NIGUEL WATER	-	
		PO-351097	11,377.54
219745	MOULTON NIGUEL WATER	PO-351097	2,093.04
219746	PACIFIC PLUMBING COMPANY OF	PO-350242	4,956.25
219747	SAN DIEGO GAS & ELECTRIC	PO-353317	58,737.59
219748	SANTA MARGARITA WATER	PO-350719	4,198.70
219749	SO CAL GAS CO	PO-350717	23,223.33
219750	WEST COAST ARBORISTS INC.	PO-351687	424.00
219751	FACILITY INSPECTION SERVICES	PO-354089	23,175.00
219752	GUIDA SURVEYING INC.	PO-354510	4,840.00
219753	KNOWLAND CONSTRUCTION SERVICES	PO-351785	13,600.00
219754	HMC ARCHITECTS	PO-341286	47.47
219755	PLACEWORKS	PO-354933	1,500.00
219756	SCHOOL FACILITY CONSULT	PO-351789	11,475.00
219757	HMC ARCHITECTS	PO-352268	90,575.76
		PO-352474	85.90
219758	HMC ARCHITECTS	PO-353200	825.00
219759	AFFILIATED PACKAGING SPEC	PV-163639	64.16
219760	Celestino 02, Dawn	PV-163692	73.85
219761	DOMINO'S PIZZA	PV-163718	15,771.00
219762	GALASSO'S BAKERY	PV-163721	505.55
		PV-163722	587.65
		PV-163724	720.90
		PV-163725	619.70
		PV-163726	399.75
		PV-163727	717.05
		PV-163729	576.60
		PV-163730	199.15
		PV-163733	209.65
		PV-163735	207.75
		PV-163736	194.40
		PV-163737	173.20
		PV-163738	150.10
		PV-163739	227.65
		PV-163740	236.00
		PV-163741	93.30
		PV-163742	83.95
		PV-163743	63.75
		PV-163744	3,325.88
219763	Johnson 04, Guy	PV-163633	73.50
219764	Kim 04, Changam	PV-163635	160.00

Board of Trustees Warrant Listing
----- Fiscal Year: 2015-16 -----
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219765	Kreuer 04, Beverly	PV-163637	102.50
219766	Morris 05, Patsy	PV-163632	67.81
219767	OFFICE DEPOT	PV-163640	7.55
		PV-163641	215.98
219768	Thantrakul 04, Jocelyn	PV-163746	54.25
219769	Torres 05, Tracy	PV-163634	416.55
219770	Van Den Boogaard 02, Antoine	PV-163638	45.00
219771	ISMAEIL, AHMED MUSTAFA	PV-163643	84.00
219772	MONTGOMERY, RICH	PV-163642	199.30
219773	SANCHEZ, SARAI	PV-163644	15.00
219774	STENLAKE, ERIC	PV-163645	14.00
219775	CRABTREE, CHAD & AUREEN	PV-163646	1,070.63
219776	DAVIS, HENRY & ELIZABETH	PV-163647	168.26
219777	DICK, CRAIG OR BILLIE	PV-163648	186.62
219778	FREIS, MARK OR CANDICE	PV-163649	544.21
219779	HARRELL, PAUL AND DEBBIE	PV-163650	540.21
219780	HIERONYMUS, PAUL OR DAYLENE	PV-163651	196.99
219781	LEWIS, JONATHAN & ROBYN	PV-163652	883.89
219782	MATILL, MICHAEL AND OR KELLY	PV-163653	155.52
219783	MOORE, JEFF & CHERYL	PV-163654	326.11
219784	PATEL, SUNIT AND OR BINA	PV-163655	264.96
219785	RICHARDS, EDWARD OR ANITA	PV-163656	242.35
219786	SANTIAGO, JOSE & YAMEL SANCHEZ	PV-163657	161.70
219787	SOTO, MARTHA/RODOLFO	PV-163658	250.34
219788	SPOTSWOOD, EVAN & JENNIFER	PV-163659	86.80
219789	TOMPKINS, COURTNEY	PV-163660	154.22
219790	WHITNEY, CHAD OR MEGHAN	PV-163661	109.30
219791	BOLLA, BRENDA	PV-163663	79.92
219792	BOWDEN, JOANNA	PV-163664	34.02
219793	BRAUN, KIRSTY	PV-163665	11.88
219794	BROOKMAN, JOSEPH	PV-163666	276.48
219795	BROWN, NANCY	PV-163667	27.54
219796	BUNYAN, JAMIE	PV-163668	98.28
219797	CHRISTMAN-STURM, TRACY	PV-163669	63.72
219798	DAVIS, DANIELLE	PV-163672	76.68
219799	DE ACUTIS, LISA	PV-163673	32.84
219800	DELFOSE, MICHAEL	PV-163674	55.63
219801	ENDER, PAMELA	PV-163675	83.16
219802	GALLEGO, MARINA	PV-163676	24.84
219803	GILL, ARVINDER	PV-163677	86.40
219804	HALL, SHEILA	PV-163678	187.92
219805	HATCHER, JOSH	PV-163679	211.68
219806	HEUSER, RACHEL	PV-163680	274.32
219807	KIMINAS, ANTHONY	PV-163681	226.80
219808	KLISTER, PAMELA	PV-163682	117.18

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219809	NEE, KATHLEEN	PV-163683	195.48
219810	SHUMATE, DAGMAR	PV-163684	211.14
219811	TALILI, MAILUMAI	PV-163685	231.66
219812	TAYNE, JULIE	PV-163686	159.84
219813	VARGAS, DAVID	PV-163687	257.58
219814	WEIS-DAUGHERTY, DENISE	PV-163690	125.82
219815	WHALEN, ANDREA	PV-163689	101.52
219816	WIEDEMAN, LORI	PV-163688	98.28
219817	AZPEITIA, ROSY	PV-163662	34.02
219818	COPE, MARY	PV-163670	110.16
219819	DAGARIN, JEAN-MARI	PV-163671	189.54
219820	BRAUN, C. ANNE	PV-163691	267.19
219821	BUCKMAN, JENNIFER	PV-163693	94.50
219822	BUTLER, SUSAN	PV-163694	124.74
219823	CURLEY, JULIE	PV-163695	115.56
219824	FORD, DEON	PV-163696	133.92
219825	GUTHARY, MIRIAM	PV-163697	74.52
219826	HARVEY, LAUREN	PV-163698	104.22
219827	HAUN, BARBARA	PV-163699	152.82
219828	HEWITT, CELESTE	PV-163700	77.22
219829	KELLMAN, KATHLEEN	PV-163701	180.90
219830	LACHEMANN, DINA	PV-163702	74.52
219831	LONERO, TIFFANY	PV-163715	160.38
219832	LOPEZ, LUCY	PV-163703	20.52
219833	MICKLE, JACQUELINE	PV-163704	102.60
219834	MONTGOMERY, JERICA	PV-163705	32.40
219835	PERRY, CYNTHIA	PV-163706	25.38
219836	RAHIMI, FARNAZ	PV-163707	42.47
219837	RANCONT, TIMOTHY	PV-163708	165.72
219838	REGAN, MARY	PV-163709	21.60
219839	SELECMAN, LANA	PV-163710	85.32
219840	SIELING, TARA	PV-163711	31.86
219841	SOBOLESKI, AMANDA	PV-163712	78.84
219842	STIRLING, ROBERT	PV-163713	103.14
219843	VAHDAT, SHAHEEN	PV-163714	25.11
219844	WESTON, KELLY	PV-163716	203.04
219845	WATTERS, LIZ	PV-163717	185.76
219846	CELEBRATIONS SPEECH GROUP	PO-353655	10,656.00
219847	MARDAN CENTER OF ED	PO-351654	2,271.36
		PO-351655	3,319.68
		PO-351659	3,144.96
		PO-351771	3,319.68
		PO-352540	3,319.68
219848	MOORE, BETH	PO-350793	1,340.00
219849	PROVIDENCE SPEECH AND	PO-354342	1,965.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219850	SOLIANT HEALTH INC	PO-350475	2,883.25
		PO-354312	4,269.00
219851	BEALES, TOM	PV-163766	108.00
219852	BERREST, STACY	PV-163787	78.20
219853	BLANKENBILLER, MARIANNE	PV-163782	291.00
219854	CASBO	PO-352358	255.00
		PO-352359	215.00
		PO-352361	510.00
		PO-352362	215.00
		PO-352363	215.00
219855	CHURCHFIELD, LYNNE	PV-163768	123.05
219856	COLLINS, CLINT	PV-163776	92.40
219857	EVANS, LAURA	PV-163790	75.72
219858	HAUPT, MARY	PV-163784	77.76
219859	IMSLAND, TRACEY	PV-163770	214.99
219860	KLISTER, PAMELA	PV-163777	90.40
219861	KROGMAN, DEBRAH	PV-163769	84.50
219862	LAWING, KORIN	PV-163775	72.08
219863	MALONE, ERICA	PV-163781	672.65
219864	MANZOTTI, MARIA	PV-163764	42.89
219865	MERWIN, GREG	PV-163765	63.18
219866	MILLER, MARK G.	PV-163767	130.71
		PV-163789	110.38
219867	MILLER, ROBERT	PV-163785	98.72
219868	NELSON, SHARI	PV-163783	71.28
219869	PATTERSON, MARC	PV-163762	29.00
219870	POSTMAN, HILLARY	PV-163780	151.20
219871	RAMIREZ, DANA	PV-163788	67.50
219872	RIDGWAY, DAMON	PV-163773	115.00
219873	RODRIGUEZ, AMANDA	PV-163786	64.91
219874	SANTOS, CHRIS	PV-163779	151.20
219875	SCOTT, KAREN	PV-163774	27.60
219876	SHERRIE, LORRAINE	PV-163761	120.79
219877	SICKLER, AUDRA	PV-163760	189.00
219878	SOBOLESKI, AMANDA	PV-163778	75.72
219879	VARRICCHIO, AMY M.	PV-163771	103.50
		PV-163772	112.86
219880	WOBST, JUDY	PV-163763	189.00
219881	ATKINSON ANDELSON LOYA	PO-352530	1,545.00
		PO-352717	180.00
		PV-163758	4,561.25
219882	BARBER & GONZALES CONSULTING	PO-352337	2,794.95
219883	LCRA TRUST	PO-354330	3,710.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219884	STUTZ ARTIANO SHINOFF & HOLTZ	PV-163732	22,860.69
		PV-163745	4,329.21
		PV-163747	13,628.40
		PV-163748	3,651.00
		PV-163749	504.00
		PV-163750	7,483.34
		PV-163751	1,630.30
		PV-163752	124.00
		PV-163753	1,512.31
		PV-163754	136.00
		PV-163755	1,788.96
		PV-163756	11,257.36
		PV-163757	522.00
219885	ACCU TRAIN CORPORATION	PO-354424	197.50
219886	CAL WEEKLY EXPLORER INC	PO-354229	690.00
219887	CALIFORNIA WEEKLY EXPLORER INC	PO-352550	690.00
		PO-352733	1,380.00
219888	MISSION SAN JUAN CAPISTRANO	PO-354571	468.00
219889	OCEAN INSTITUTE	PO-353322	1,460.00
		PO-353853	11,922.00
219890	PALI MOUNTAIN INSTITUTE	PO-350544	33,397.50
219891	RANCHO MISSION VIEJO LAND	PO-354457	820.00
219892	RSCCD	PO-353330	858.00
219893	TANAKA FARM & PUMPKIN PATCH	PO-354917	1,302.00
219894	OPPORTUNITY FOR LEARNING	CM-160068	31,638.00-
		PV-163719	53.36
		PV-163728	31,638.33
		PV-163731	23,033.71
219895	A Z BUS SALES INC	PO-350342	4,427.32
219896	ACORN MEDIA	PO-352811	232.47
		PO-353271	531.36
		PO-354157	657.56
		PO-354158	232.47
		PO-354160	225.83
		PO-354161	498.15
		PO-354165	219.19
		PO-354166	464.94
		PO-354167	1,135.78
		PO-354169	584.50
		PO-354171	219.19
		PO-354743	79.70
219897	AIS SPECIALTY PRODUCTS INC	PO-350691	185.61
219898	ALISO NIGUEL AUTO CARE	PO-351440	1,113.31
219899	APPLE COMPUTER INC	PO-354729	1,303.68
219900	BEE MAN	PO-350406	400.00

Board of Trustees Warrant Listing
----- Fiscal Year: 2015-16 -----
Board of Trustees Meeting.....MARCH 23, 2016

Warrant Number	Name of Payee	Reference Number	Amount
219901	BLAIRS TOWING INC	PO-350836	187.50
219902	BSN SPORTS INC	PO-352236	5,506.22
219903	CANNON PACIFIC SERVICES INC	PO-353189	1,200.00
219904	CAPISTRANO CRANE SERVICE	PO-353903	1,380.00
219905	CINTAS CORP #640	PO-351254	110.37
		PO-352637	55.89
219906	COMPLETE OFFICE OF CA	PO-350107	677.66
		PO-350110	19.63
		PO-353308	395.94
		PO-353309	10.68
219907	DENAULT'S HARDWARE	PO-350376	166.25
219908	DUNN-EDWARDS CORP	PO-350724	317.01
219909	FRICTION MATERIALS CO.	PO-350382	3,728.48
219910	GOPHER ATHLETIC/SPORTS	PO-354745	365.18
		PO-354748	123.72
219911	HD SUPPLY FACILITIES MAINTN	PO-353235	4,144.66
		PO-353576	638.51
219912	HEINEMANN PUBLISHING	PO-354646	4,075.12
219913	HIRSCH PIPE & SUPPLY	PO-351094	156.22
		PO-354792	6,015.46
219914	HITT MARKING DEVICE	PO-354870	76.00
219915	HYDRO-SCAPE PRODUCTS INC	PO-350136	1,310.37
219916	J W PEPPER & SON INC	PO-354840	271.79
219917	JOHNSTONE SUPPLY	PO-353779	5,774.02
219918	LAWNMOVERS ETC INC	PO-351477	699.78
219919	LEARNING A-Z	PO-354551	71.21
219920	LOCAL JANITORIAL & VACUUM	PO-351452	1,045.87
219921	ACORN MEDIA	PO-354742	1,394.82
803 Warrants			\$11,348,198.85

**Capistrano Unified School District
Bids/RFP-Qs/Piggyback Bids**

VENDOR	TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 1415-10 Frozen Food Products	7/23/2014
A&R Wholesale Distributors, Inc.	Bid No. 1415-06 Grocery, Snack and Beverage Products	6/25/2014 6/24/15
Above All Names Construction Services, Incorporated	Bid No. 1415-13, Concrete Maintenance & Repair	10/8/2014
Accuvant	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
AJ Fistes Corporation	Bid No. 1415-04, General Contractor Services	6/11/2014
American Logistics Co., LLC	Bid No. 1415-02 - Outsource Transportation Service	6/11/2014
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) WSCA 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance	11/9/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET Inc.	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance (WSCA) Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
AMS.NET Inc.	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
Apex Learning, Inc.	RFP No. 6-1314, Credit Recovery Services	4/23/2014
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No.1314-19, Roofing Repairs and Maintenance	3/12/2014
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Backus & Ernst	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Ben's Asphalt, Inc.	Bid No. 1314-03 Asphalt Paving, Seal coating and Repair	5/22/2013
Bergman Dacey Goldsmith	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Best Best & Krieger	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Blue Label Power, Inc	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Burke Williams & Sorensen	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
CA Track & Engineering	California Multiple Award Schedule (CMAS) Contract No. 4-09-78-0048A - Advanced Polymer Playground Surface Rubberized Sport Surface,	9/12/2011
California Western Visuals	California Multiple Award Schedule (CMAS) Contract No. 3-08-70-2515A, GSA No GS-35F-0087U, Smart Technologies Interactive Shite Boards Hardware and Software	6/12/2013
Camcor, Inc	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
CDW Government, LLC	Bid No. 1415-12, Chromebooks	7/23/2014
CDW Government, LLC	Bid No. 1516-02 Audio Visual Equipment	6/24/2015

**Capistrano Unified School District
Bids/RFP-Qs/Piggyback Bids**

VENDOR	TITLE	BOARD APPROVAL DATE
CDW Government, LLC	Magnolia School District Bid No. MSIT3 - #1-23-2014 - Technology Equipment and Peripherals	12/9/2015
CDWG	Western State Contracting Alliance (WSCA) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance	11/9/2010
CDWG	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
CDWG	Desert Sands Unified School District Bud No. 13/14-003, Chromebooks	12/11/2013
Certified Transportation Services,	Bid No.1314-15 Co-Curricular Bus Service	12/11/2013
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Clear Source IT	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
Collins & Aikman Floor covering, Inc. C&A/Tandus	Santa Monica-Malibu Unified School District Bid No. 9.10 Flooring Material District wide	5/14/2012
Commercial & Industrial Roofing Co., Inc.	Bid No. 1314-24 San Clemente High School Roof Replacement	5/28/2014
Commercial Aquatic Services, Inc.	Newport Mesa Unified School District, Bid No. 100-15, Pool Supplies	10/8/2014
Concepts School and Office Furnishings	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Concepts School and Office Furnishings	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Concepts School and Office Furnishings	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Consolidated Electrical Distributors	Bid No. 1415-03 Electrical Supplies and Materials	6/11/2014
Contemporary Services Corporation	RFP No. 5-1213, Event Security Services	2/27/2013
Cox Communications California, LLC Cox California Telcom, LLC	RFP No. 1-1314 Wide Area Network Services	3/12/2014
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste District wide	8/8/2011
Creative Images	RFP No. 7-1314 Photography Services	6/11/2014
Culver-Newlin	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Dannis Woliver Kelley	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 15-04, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/22/2015
Dave Bang Associates, Inc.	California Multiple Award Schedule (CMAS) Contract No. 4-15-78-0013E for Fitness Equipment and Park and Playground Equipment.	10/14/2015
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
DecisionInsite	RFQ No. 6-1213, Demographic Consultant Services	3/27/2013

**Capistrano Unified School District
Bids/RFP-Qs/Piggyback Bids**

VENDOR	TITLE	BOARD APPROVAL DATE
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule (CMAS) Contract No. 3-94-70-0012, Purchase of Computer- Related Hardware, Software and Networking	7/21/2008
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. MNWNC-108 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and related services.	10/28/2015
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
Digital Networks Group, Inc.	California Multiple Award Schedule (CMAS) Contract No. 4-14-58-0074A, for Non Information Technology Goods	9/23/2015
Digital Networks Group, Inc.	California Multiple Award Schedule (CMAS) Contract Numbers 3-14-58-0215D, 3-14-58-0215E, 3- 14-58-0215F for Informtion Technology Goods &	10/14/2015
Digital Networks Group, Inc.	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dolinka Group	RFQ No. 5-1314 Developer Fee Consultant Services	10/9/2013
Dominos Pizza	Bid No. 1415-11 Pizza Service	8/13/2014
Downtown Ford Sales	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans &	8/27/2014
E. Stewart & Assoc, Inc.	Bid No. 1516-04 - Weed Abatement	6/10/2015
Edgenuity, Incorporated	RFP No. 4-1415, Online Curriculum for Virtual Schools - Grades 6-8 at Capistrano Virtual School	3/25/2015
Elk Grove Auto Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans &	8/27/2014
Epic Machines, Inc.	California Multiple Award Schedule Contract (CMAS) Contract No. 3-14-70-3108A, GSA Schedule No. GS-35F-0511T, Purchase and Warranty of Hardware and Software, Software Maintenance and Installation of Cisco Brand	10/22/2014
ESI International, Inc	RFP No. 2-1415, Investigation Services	11/12/2014

**Capistrano Unified School District
Bids/RFP-Qs/Piggyback Bids**

VENDOR	TITLE	BOARD APPROVAL DATE
Extron Electronics	California Multiple Award Schedule (CMAS) Contract No. 3-07-70-2382A, General Services Administration Schedule No. GS-35F-4545G, Information Technology Goods and Services	7/9/2014
Fagen Friedman & Fulfro	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
First Student, Incorporated	RFP No. 1314-15, Co-Curricular Bus Service	12/11/2013
Follett	RFP No. 11.1314, Central Library, Textbook and Asset Management System	5/14/2014
Florida Virtual School	RFP No. 4-1415, Online Curriculum for Virtual Schools - Grades 9-12 at California Preparatory Academy	3/25/2015
Frontline Technologies	RFP No. 12-1314, Absence Management System	5/14/2014
Fulkra, Inc	RFP No. 2-1415, Investigation Services	11/12/2014
Fusionstorm	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services.	3/28/2012
GA Dominguez	Bid No 1415-17 Movement and Reconfiguration of Relocatable Buildings	2/11/2015
Galasso's Bakery	Bid No. 1415-05, Fresh Bakery and Bread Products	6/25/2014 6/24/15
Gilbert & Stearns, Inc.	Bid No. 1314-18 Electrical Service	1/8/2014
Golden Star Technology, Inc dba GST	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Government Financial Services	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Hanford Hyundai	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Hanford Toyota	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Hanford Toyota	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Hanford Toyota	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans &	8/27/2014
Harbottle	RFQ 1-1516 - Legal Services (General)	9/9/2015
Harris Steel Fence Co., Inc.	Bid No. 1314-20 Fence Repairs and Maintenance Districtwide	3/12/2014
Hatch and Cesario	RFQ 1-1516 - Legal Services (General)	9/9/2015
Herff Jones	RFQ 2-1516 - Yearbook Services	9/9/2015
HMC Architects	RFQ No. 4-1314, Architectural Services	12/11/2013
Hollandia Dairy	Bid No 1314-17, Milk and Dairy Products	3/12/2014
Howard Technology Solutions, a Division of Howard Industries, Inc.	Bid No. 1415-12, Chromebooks	7/23/2014
IBI Group	RFQ No. 4-1314, Architectural Services	12/11/2013
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011

**Capistrano Unified School District
Bids/RFP-Qs/Piggyback Bids**

VENDOR	TITLE	BOARD APPROVAL DATE
Insight Systems Exchange	Bid No. 1112-15 Refurbished Computer Equipment	10/24/2012
IPC (USA), Inc.	Multi-District Cooperative Bid No. 108-13, Fuel (Gasoline and Diesel)	7/24/2013
JFK Transportation, Co., Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
JL Cobb Painting	Bid No. 1314-21 Painting Services	3/12/2014
Johnstone Supply	County of Orange Contract No. MA-080-1701016 - Air Conditioning, Refrigeration Equipment, Parts & Supplies	8/24/2011
Jostens	RFP No. 2-1314 High School Products and Senior Services	9/11/2013
Jostens	RFP 2-1516 - Yearbook Services	9/9/2015
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
KYA Services, LLC	California Multiple Award Schedule (CMAS) Contract No. 4-14-72-0057A, GSA Schedule No. GS-27F-0504H, Purchase, Warranty, and Installation of Floor Covering and Related Products	9/24/2014
Lenovo (United States), Incorporated	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27168	6/25/2014
Lifetouch National School Studios	RFP No. 7-1314 Photography Services	6/11/2014
Livermore Ford	California Multiple Award Schedule Contract (CMAS) Contract No. 1-14-23-10, Fleet Vehicles -	8/27/2014
Livermore Ford	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans &	8/27/2014
Lozano Smith	RFQ 1-1516 - Legal Services (General)	9/9/2015
McFarlin & Anderson	RFQ 1-1516 - Legal Services (General)	9/9/2015
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
NKS Mechanical Contracting	CMAS AGREEMENT NO. ADSP011-00000411-4, MAILING EQUIPMENT - Neopost Incorporated	8/12/2015
Neopost	Bid 1516-09 Newhart MS HVAC Replacement	10/14/2015
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Norton Rose Fulbright	RFQ 1-1516 - Legal Services (General)	9/9/2015
NvLS Professional Services, LLC	RFQ No. 2-1213, E-Rate Consultant	6/27/2012
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Newport-Mesa Unified School District Bid No. 114-15 Office & School Supplies and Equipment District Wide	5/13/2015
Orbach Huff Suarez & Henderson	RFQ 1-1516 - Legal Services (General)	9/9/2015
Orrick Herrington & Sutcliffe	RFQ 1-1516 - Legal Services (General)	9/9/2015

**Capistrano Unified School District
Bids/RFP-Qs/Piggyback Bids**

VENDOR	TITLE	BOARD APPROVAL DATE
P&R Paper Supply Co.	Bid No. 1516-01 Paper and Plastic Products for Food and Nutrition Services	6/24/2015
Pacific Coast Sightseeing Tours & Charters	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1213-01 - Plumbing Services	5/23/2012
Pacwest Air Filter	Palo Verde Unified School District Bid No. 111201, HVAC Filters and Installation	6/27/2012
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Pathway Communications, Limited	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
PC & MacExchange	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Q Fence and Fabrication, Incorporated	Bid No. 1516-05 Fence Repairs and Maintenance	6/10/2015
Quint & Thimming LLP	RFQ 1-1516 - Legal Services (General)	9/9/2015
Reliance Communications	RFQ 3-1314 Mass Notification System	8/14/2013
Riverview International	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Sanders Construction Services	Bid No. 1314-16, CVHS Lunch Pavilion and Music Plaza	3/12/2014
School Facility Consultants	RFP No. 8-1314, State School Building Program Advisor	1/22/2014
School Specialty	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Schools First Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
SectorPoint, Inc.	California Multiple Award Scheduld (CMAS) Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software	8/20/2012
Sedgwick	RFQ 1-1516 - Legal Services (General)	9/9/2015
Seon Systems Sales, Inc.	Bid No. 1415-14, Mobile Surveillance System, Software, and Installation for School Buses	11/12/2014
SHI International Corp.	Simi Valley USD RFP 10-14-14 Microsoft Products	1/27/2016
Silvercreek Industries, Inc.	Bid. 14/15-3 Chula Vista Elementary	2/24/2016
Simonson Photography, Incorporated	RFP No. 7-1314 Photography Services	6/11/2014
South Coast Photographic	RFP No. 7-1314 Photography Services	6/11/2014
South Orange County Community College District (Saddleback)	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013
Southwest School Supply	Corona-Norco Unified School District Bid No. 2015/16-006 - JIT Classroom & Office Supplies	2/24/2016
Stradling Yocca Carlson & Rauth	RFQ 1-1516 - Legal Services (General)	9/9/2015
Sparkletts	County of Orange Master Agreement No. MA-017-13011174, Bottled Water	7/24/2013

**Capistrano Unified School District
Bids/RFP-Qs/Piggyback Bids**

VENDOR	TITLE	BOARD APPROVAL DATE
Sumner Photography and Publishing, Inc	RFP No. 7-1314 Photography Services	7/9/2014
Swift Superstore	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Swift Superstore	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans &	8/27/2014
Tel-Tec Security System	CMAS 4-11-84-0037A - Security Systems	9/12/2011
Transportation Charter Services, Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Troxell Communications, Inc	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Vending +Plus	RFP No. 4-1213, Snack & Beverage Vending Services	8/20/2012
Verizon Wireless	Western State Contracting Alliance (WSCA) WSCA 7-10-70-16, CA Participating Addendum 1907 Wireless Communications Services and Equipment	3/11/2015
Vertical Transport, Inc.	Bid No. 1415-08 - Elevator Service	12/10/2014
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Ward's Media Technology	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	San Diego Unified School District Bid No. GD-13-0006-64, Custodial and Janitorial Products	1/23/2013
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
Winner Chevrolet	California Multiple Award Schedule Contract (CMAS) No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Winner Chevrolet	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Winner Chevrolet	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans &	8/27/2014
WLC Architects, Inc.	RFQ No. 4-1314, Architectural Services	12/11/2013
Wondries Fleet Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Wondries Fleet Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Wondries Fleet Group	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2104
Xerox Corporation	California Multiple Award Schedule (CMAS) Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox Products	6/15/2010
Zonar Systems, Inc.	RFP No. 1-1415, Global Positioning System	7/23/2014

112650 A & R WHOLESALE DISTRIBUTORS	1,633,666.28
001018 A Z BUS SALES INC	261,971.03
145322 AMS.NET INC	671,902.70
112173 ASCIP	1,931,576.00
058875 ATKINSON ANDELSON LOYA	416,586.79
049767 BENS ASPHALT	622,010.03
118161 CAPISTRANO CONNECTIONS ACADEMY	12,577,776.40
120141 CAPISTRANO UNIFIED SCHOOL DIST	2,398,486.96
151411 CAPISTRANO USD	254,741.40
106764 CDWG Inc	2,470,832.72
043026 CIGNA	348,475.36
146265 COMMUNITY ROOTS	2,534,189.40
122828 CORVEL ENTERPRISE COMP INC	1,527,189.07
024000 CULVER-NEWLIN	377,069.92
100058 CUSD	2,105,967.00
014126 CUSD-MELLO ROOS	578,777.00
105883 DAVE BANG ASSOCIATES	738,207.27
064188 DELL COMPUTER	544,856.01
143256 DSA	438,184.16
150706 EPIC MACHINES INC.	1,479,926.45
149926 G.A. DOMINGUEZ	481,765.07
059154 HERITAGE SCHOOLS INC	301,795.61
122820 HMC	952,674.80
130047 HOLLANDIA DAIRY INC.	300,816.40
041995 HOUGHTON MIFFLIN CO	1,774,277.38
148747 ILLUMINATE EDUCATION INC.	274,014.50
144880 IPC USA	344,180.50
105873 JOURNEY CHARTER SCHOOL	1,878,445.60
150699 KYA SURFACING LLC	419,011.78
144685 LETNER ROOFING CO	1,928,375.55
150703 MEBA C/O	33,413,294.07
061270 MOULTON NIGUEL WATER	275,225.87
021378 NEW HAVEN SCHOOL	344,915.71
152830 NKS MECHANICAL CONTRACTING INC	457,900.00
100369 OCEANVIEW SCHOOL	336,026.25
113144 OPPORTUNITY FOR LEARNING	771,512.06

066570 ORANGE COUNTY DEPT OF EDUC	3,226,186.47
146264 OXFORD ACADEMY	4,025,585.60
116957 PALI MOUNTAIN INSTITUTE	270,998.75
149848 PC & MACEXCHANGE	293,129.28
151890 R. JENSEN COMPANY INC.	320,174.00
078255 SAN DIEGO GAS & ELECTRIC	6,039,076.91
150282 SILVER CREEK INDUSTRIES INC.	434,204.00
084100 SO CA GAS CO	267,066.25
149669 SOUTH COAST ROP	2,498,090.92
122718 SOUTHERN CALIFORNIA EDISON	1,281,180.75
084770 SOUTHWEST SCHOOL SUPPLY	276,323.57
145062 STUTZ ARTIANO SHINOFF & HOLTZ	316,823.47
118382 US BANK	268,449.69
147868 US BANK	2,519,752.53
115841 US BANK NATIONAL ASSOCIATION	5,907,398.75
096332 WAXIE	347,268.87
151442 WINNER CHEVROLET INC.	647,116.47
099210 XEROX CORPORATION	1,965,737.79
104710 YMCA OF ORANGE COUNTY	310,176.13

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1516-42

**STATE ALLOCATION BOARD AND SCHOOL FACILITY PROGRAM BEYOND
BOND AUTHORITY ACKNOWLEDGMENT**

WHEREAS, the Capistrano Unified School District Board of Trustees (School Board) has determined that school facilities within the Capistrano Unified School District (District), within Orange County need to be constructed, reconstructed and modernized; and

WHEREAS, the State Allocation Board (SAB) has established an “Applications Received Beyond Bond Authority List” for projects that have been received.

Pursuant to Title 2, California Code of Regulations §1859.95.1, et seq., the School Board of the Capistrano Unified School District hereby acknowledges the following:

1. The School Board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on these applications.
2. The School Board acknowledges that the State of California is not expected nor obligated to provide funding for project(s) and the acceptance of the applications does not provide a guarantee of future State funding.
3. The School Board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the application being submitted.
4. The School Board acknowledges that criteria (including, but not limited to, funding qualifications, and eligibility) under a future state school facilities program may be substantially different that the current School Facility Program. The District’s Approved Application(s) may be returned.
5. The School Board acknowledges that they are electing to commence and pre-construction or construction activities at the District’s discretion and the state is not responsible for any pre-construction or construction activities.

NOW THEREFORE BE IT RESOLVED that the School Board accepts and acknowledges the above language applies to funding applications submitted under the School Facility Program for the following projects:

New Esencia K-8 School
San Juan Hills High School Addition
San Clemente High School Addition
Tesoro High School Addition

BE IT FURTHER RESOLVED that in addition to the projects above, the School Board accepts and acknowledges the above language applies to funding applications submitted under the state School Facility Program for any other projects as necessary in the District.

AYES ()
NOES ()
ABSTAIN ()
ABSENT ()

I, Kirsten M. Vital, 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 on the 23rd day of March, 2016, by a roll call vote.

Martha McNicholas
Clerk of the Board of Trustees

Kirsten M. Vital
Superintendent
Secretary of the Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1516-43

**AUTHORIZATION TO SIGN APPLICATIONS AND ASSOCIATED
DOCUMENTS AND SUPPORT OF APPLICATIONS FOR ELIGIBILITY
DETERMINATION AND FUNDING**

WHEREAS, the Capistrano Unified School District intends to file applications for funding under the School Facility Program as provided in Chapter 12.5, Part 10, Division 1, commencing with Education Code §17070.10, et seq.; and

WHEREAS, a condition of processing the various applications under the School Facility Program is a resolution in support of those applications from the Capistrano Unified School District Board of Trustees and signatures of the Capistrano Unified School District Administration; and

WHEREAS, the Capistrano Unified School District wishes to submit applications for eligibility determination and funding for programs including, but not limited to, modernization and new construction:

New Esencia K-8 School
San Juan Hills High School Addition
San Clemente High School Addition
Tesoro High School Addition

NOW THEREFORE BE IT RESOLVED that the Capistrano Unified School District Board of Trustees is in support of necessary applications under the School Facility Program and that the individuals identified below are authorized to sign all documents and papers associated with the applications for funding:

1. Deputy Superintendent, Business and Support Services, and/or;
2. Executive Director, Facilities/Maintenance and Operations

AYES ()
NOES ()
ABSTAIN ()
ABSENT ()

I, Kirsten M. Vital, 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 on the 23rd day of March, 2016, by a roll call vote.

Martha McNicholas
Clerk of the Board of Trustees

Kirsten M. Vital
Superintendent
Secretary of the Board of Trustees



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
CONTRACT USER INSTRUCTIONS
* * * * < MANDATORY * * * *

CONTRACT NUMBER:	1-16-23-20 A through J
DESCRIPTION:	Fleet Vehicles – Trucks
CONTRACTOR(S):	Downtown Ford Sales (1-16-23-20A) Elk Grove Auto Group (1-16-23-20B) Freeway Toyota (1-16-23-20C) Winner Chevrolet (1-16-23-20D) Wondries Fleet Group (1-16-23-20E) Elk Grove Ford (1-16-23-20F) Selma Nissan (1-16-23-20G) Swift Superstore (1-16-23-20H) Fred M. Boerner Motor Co. (1-16-23-20I) Riverview International (1-16-23-20J)
CONTRACT TERM:	2/22/2016 through 2/21/2018
STATE CONTRACT ADMINISTRATOR:	Christina Nunez (916) 375-4482 Christina.nunez@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Contract (Mandatory) 1-16-23-20 A – J
Contract User Instructions

Date: 2/22/2016

Christina Nunez, Contract Administrator

1. SCOPE

The State's contract provides current model year Fleet Vehicles - Trucks at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-16-23-20 A - J. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles – Trucks to the State.

The contract term is for two (2) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State departments shall only purchase vehicles that are ranked #1 for each line item. See Article 6 - Contract Items for ranking order details.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.dgs.ca.gov/pd/Resources/publications/SCM2.aspx> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges", empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

Contract (Mandatory) 1-16-23-20 A – J

Contract User Instructions

- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
 - Local governmental agency
 - Contact name
 - Telephone number
 - Mailing address
 - Facsimile number and e-mail address

DGS Billing Code Contact: (916) 375-4400

- C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at: <http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx>. (Click on “Purchasing” under Procurement Division.)

B. Local Governmental Agencies

For all local government agency transactions issued against the contract the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

For contractor performance issues, ordering agencies must submit a completed [Supplier Performance Report](#) via email or facsimile to the State Contract Administrator identified in Article 22, Contract Administration. The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

6. CONTRACT ITEMS

Contract (Mandatory) 1-16-23-20 A – J

Contract User Instructions

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted. Price increases may be requested with each model year change.

Each line item description on Attachment A, Contract Pricing, provides a description of the minimum requirements that each vehicle in that line item has met or exceeded. Attachment D, Vehicle Information Questionnaires, provides detailed information for each vehicle on contract by dealer. Refer to the Vehicle Information Questionnaire for the dealer that is listed in the line item you are inquiring about.

A Maintenance Plan is offered on all light duty vehicles less than 8500 lbs GVWR. Maintenance Plan pricing is listed on Attachment A, Contract Pricing. The purchase of the Maintenance Plan is optional. See Article 29, Maintenance Plan for more detailed information.

Ranking Order

Vehicles have been awarded by line item based on the highest score per line item. Line items may have multiple awards in a ranking order. Vehicles ranked #1 on a given line item received the highest score for that line item. Vehicles with the second highest score on a given line item are ranked #2, provided the vehicle is a different make and model, and so on. **State departments shall only purchase vehicles that are ranked #1 for each line item.** Under certain circumstances, State departments may be allowed to purchase from other ranks if approved by the DGS Contract Administrator. Local governmental agencies may purchase any vehicle on contract regardless of rank.

Note: Vehicles are categorized by rank on Attachment A, Contract Pricing. The tabs located at the bottom of Attachment A, Contract Pricing spreadsheets identify the ranking categories.

Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at dealer cost plus up to ten percent for an addition or dealer cost minus up to ten percent for a deletion in accordance with the manufacturer's price list in effect at the time of the bid opening. All options added or deleted shall be shown as a separate line item on the purchase order, invoice, and contract usage report. Equipment changes which might be made would include, but would not be limited to, the following:

- Add power windows;
- Add trailer tow package;
- Delete pick up box (bed).

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on this or any other vehicle contract. Additionally, the option to change the engine size shall not be allowed on all light duty vehicles (e.g. V6 to V8; 4.8L to 5.3L).

The supplier will provide DGS/PD and/or ordering agencies a copy of the current model year price sheet to the requestor within ten (10) calendar days of notification.

Note: Vehicles with options added or deleted must continue to meet or exceed the appropriate minimum specification.

Tire Fee

Contract (Mandatory) 1-16-23-20 A – J
Contract User Instructions

Purchase orders MUST include the State mandated \$1.75 per tire fee.

Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a dealer may charge the purchaser a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed \$80 per vehicle purchased.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-3281 dated 10/30/2015 (Attachment B).

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

8. CUSTOMER SERVICE

The Contractor shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract;
- Have the authority to take administrative action to correct problems that may occur; and
- Are designated for training and general customer service follow-up.

The Contractor's customer service unit shall respond to all customer inquiries within two (2) business days of initial contact.

Dealer	Contract #	Contact	Phone	Email
Downtown Ford Sales	1-16-23-20A	Graham Enos	(916) 442-6931	grahamenos@downtownfordsales.com
Elk Grove Auto Group	1-16-23-20B	Bill Kemery	(916) 429-4700	billk@lasherauto.com
Freeway Toyota	1-16-23-20C	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Winner Chevrolet	1-16-23-20D	Bill Kemery	(916) 429-4700	billk@lasherauto.com
Wondries Fleet Group	1-16-23-20E	Yesenia Covarrubias	(626) 457-5590	yesenia@wondries.com
Elk Grove Ford	1-16-23-20F	Dwane Gallati	(916) 429-4702	dwanefleet@hotmail.com
Selma Nissan	1-16-23-20G	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com

Contract (Mandatory) 1-16-23-20 A – J
Contract User Instructions

Swift Superstore	1-16-23-20H	Dan Heil	(530) 771-3821	danh@swiftindavis.com
Fred M. Boerner Motor	1-16-23-20I	Joe Leivian	(323) 560-3882	jleivian@rwcgroup.com
Riverview International	1-16-23-20J	Jason Farrell	(916) 669-0253	Jasonf@riverview-trucks.com

Ordering agencies are encouraged to have one point of contact for inquiries, quotes, and orders whenever possible. Multiple calls and emails from various requestors for the same information can slow customer service response times.

9. PRODUCT SUBSTITUTIONS

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

10. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Purchase Order Date
- Ordering Agency Name
- Agency Billing Code
- Agency Ship to Address
- Purchasing Authority Number (State departments only)
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Contract Line Item Number (CLIN)
- Quantity
- Unit of Measure
- Product Description
- Unit Price
- Extension Price
- Office of Fleet and Asset Management (OFAM) Approval Stamp (State departments only)

2) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

3) American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents.

Contract (Mandatory) 1-16-23-20 A – J
Contract User Instructions

Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- [ARRA Supplemental Terms and Conditions](#)

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled [Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act](#).

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and OFAM approval stamp is used by State departments only).

C. Documentation

All ordering agencies will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)
Attn: Data Entry Unit
707 Third Street, 2nd Floor, MS 2-212
West Sacramento, CA 95605-2811

11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
Contract #	U.S. Mail	Facsimile	Email
1-16-23-20A	Downtown Ford Sales 525 N. 16 th Street Sacramento, CA 95811 Attn: Graham Enos	(916) 491-3138	grahamenos@downtownfordsales.com
1-16-23-20B	Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com
1-16-23-20C	Freeway Toyota 1835 Glendale Ave. Hanford, CA 93230 Attn: Pat Ireland	(559) 961-4601	patireland1962@yahoo.com

Contract (Mandatory) 1-16-23-20 A – J
Contract User Instructions

1-16-23-20D	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com
1-16-23-20E	Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	(626) 457-5593	yesenia@wondries.com
1-16-23-20F	Elk Grove Ford 9645 Auto Center Drive Elk Grove, CA 95757 Attn: Dwane Galatti	(530) 884-4141	dwanefleet@hotmail.com
1-16-23-20G	Selma Nissan 2525 Highland Ave. Selma, CA 93662 Attn: Pat Ireland	(559) 961-4601	patireland1962@yahoo.com
1-16-23-20H	Swift Superstore 4318 Chiles Road Davis, CA 95618 Attn: Dan Heil	(530) 757-3783	danh@swiftindavis.com
1-16-23-20I	Fred M. Boerner Motor Co. 3620 E. Florence Ave. Huntington Park, CA 90255 Attn: Joe Leivian	(323) 560-3911	jleivian@rwcgroup.com
1-16-23-20J	Riverview International Trucks, LLC 2445 Evergreen Ave. West Sacramento, CA 95691 Attn: Jason Farrell	(916) 372-8541	Jasonf@riverview-trucks.com

Note: When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

13. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without OFAM approval stamp
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

14. ORDER ACKNOWLEDGEMENT

The Contractor will provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within ten (10) calendar days after receipt of an order. The acknowledgement will include:

Contract (Mandatory) 1-16-23-20 A – J
Contract User Instructions

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer
- Anticipated Delivery Date
- Delayed Production Notification* (if applicable)
- Discontinued Vehicle Notification (if applicable)

*Contractor shall notify the ordering agency of any delays in production or delays in orders being accepted by the manufacturer for any period of time. Contractor shall provide estimated production start date and delivery date.

15. DELAYED PRODUCTION REMEDY

Upon receipt of order acknowledgment identifying a delay in production or orders not being accepted by the manufacturer, the ordering agencies shall have the following options:

- Request back order; or
- Cancel the item from the order with no penalty

State departments that cancel their order due to delayed production of a Rank 1 vehicle may purchase a Rank 2 vehicle in the same line item if available on a one time basis. State departments purchasing a Rank 2 vehicle must receive approval from the DGS Contract Administrator.

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

16. DISCONTINUED VEHICLE REMEDY

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect DGS approved replacement vehicle; or
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay per Article 14, Order Acknowledgement.

Contract (Mandatory) 1-16-23-20 A – J
Contract User Instructions

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period per Article 14, Order Acknowledgement.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable unless agreed upon by the ordering agency.

Drop ship deliveries shall not be made without prior State inspection. All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank.

Unless pre-arranged between the dealer and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

In accordance with paragraph 15 of the General Provisions entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedule as specified in this bid. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

FOB Point

Vehicles shall be delivered from the factory to the dealer's place of business. The dealer shall deliver vehicles to ordering agencies located within the FOB point of Sacramento County at no additional cost for delivery. If the purchase order indicates delivery outside the FOB point, the delivery may be subject to an additional delivery charge. The dealer and agency will negotiate the cost of delivery beyond the FOB point. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the F.O.B. area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving a purchase order without specific transportation instructions must contact the ordering agency.

Documents

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN);
- "Line Set Tickets" or "Window (Monroney) Sticker" showing all options installed;
- One (1) copy of the warranty, including applicable certificates, cards, etc.;
- One (1) copy of the owner's manual.

18. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the dealer's place of business. Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

Contract (Mandatory) 1-16-23-20 A – J
Contract User Instructions

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local agency.

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

20. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

21. SHIPPED ORDERS

All shipments must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at: <http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>.

22. CONTRACT ADMINISTRATION

Both the State and the contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

State Contact Information	DGS/PD Contract Administrator
Contact Name:	Christina Nunez
Telephone:	(916) 375-4482
Facsimile:	(916) 375-4613
Email:	Christina.nunez@dgs.ca.gov
Address:	DGS/Procurement Division Attn: Christina Nunez 707 Third Street, 2 nd Floor, MS 201

Contract (Mandatory) 1-16-23-20 A – J
Contract User Instructions

	West Sacramento, CA 95605
--	---------------------------

Dealer Contact Information	Downtown Ford Sales Contract # 1-16-23-20A	Elk Grove Auto Group Contract # 1-16-23-20B
Contact Name:	Graham Enos	Bill Kemery
Telephone:	(916) 442-6931	(916) 429-4700
Facsimile:	(916) 491-3138	(916) 421-0149
Email:	grahamenos@downtownfordsales.com	billk@lasherauto.com
Address:	Downtown Ford Sales 525 N. 16 th Street Sacramento, CA 95811	Elk Grove Auto Grove 8575 Laguna Grove Drive Elk Grove, CA 95757
Dealer Contact Information	Freeway Toyota Contract # 1-16-23-20C	Winner Chevrolet Contract # 1-16-23-20D
Contact Name:	Pat Ireland	Bill Kemery
Telephone:	(559) 707-5735	(916) 429-4700
Facsimile:	(559) 961-4601	(916) 421-0149
Email:	patireland1962@yahoo.com	billk@lasherauto.com
Address:	Freeway Toyota 1900 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757
Dealer Contact Information	Wondries Fleet Group Contract # 1-16-23-20E	Elk Grove Ford Contract # 1-16-23-20F
Contact Name:	Clarke Cooper	Dwane Galatti
Telephone:	(626) 457-5590	(916) 429-4702
Facsimile:	(626) 457-5593	(530) 884-4141
Email:	clarkecooper@wondries.com	dwane@fleet@hotmail.com
Address:	Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801	Elk Grove Ford 9645 Auto Center Drive Elk Grove, CA 95757
Dealer Contact Information	Selma Nissan Contract # 1-16-23-20G	Swift Superstore Contract # 1-16-23-20H
Contact Name:	Pat Ireland	Dan Heil
Telephone:	(559) 707-5735	(530) 771-3821
Facsimile:	(559) 961-4601	(530) 757-3783
Email:	patireland1962@yahoo.com	danh@swiftindavis.com
Address:	Selma Nissan 2525 Highland Ave. Selma, CA 93662	Swift Superstore 4318 Chiles Road Davis, CA 95618
Dealer Contact Information	Fred M. Boerner Motor Co. Contract # 1-16-23-20I	Riverview International Trucks, LLC Contract # 1-16-23-20J
Contact Name:	Joe Leivian	Jason Farrell
Telephone:	(323) 560-3882	(916) 669-0253
Facsimile:	(323) 560-3911	(916) 372-8541
Email:	jleivian@rwcgroup.com	Jasonf@riverview-trucks.com
Address:	Fred M. Boerner Motor Co. 3620 E. Florence Ave.	Riverview International Trucks, LLC 2445 Evergreen Ave.

Contract (Mandatory) 1-16-23-20 A – J
Contract User Instructions

	Huntington Park, CA 90255	West Sacramento, CA 95691
--	---------------------------	---------------------------

23. RESTOCKING FEES

The Contractor may impose a restocking fee to the ordering agency on orders cancelled after the order has been placed with the manufacturer. The Contractor shall notify the ordering agency of the order placement per Article 14, Order Acknowledgment.

Re-stocking fees can be no greater than ten percent (10%) of the value of the vehicle being restocked.

24. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Ordering Agency Contact Information
- Product description
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

25. PAYMENT

A. Terms

Payment terms for contracts 1-16-23-20 A - I include a \$500 per vehicle discount for payment made within twenty (20) days. Contract 1-16-23-20J includes a \$200 per vehicle discount for payment within twenty (20) days. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

Contract (Mandatory) 1-16-23-20 A – J
Contract User Instructions

C. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments may contact the contractor for copies of the Payee Data Record.

26. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the contractor is listed below. State departments can verify that permits are currently valid at the following website: www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Downtown Ford Sales	28-600344
Elk Grove Auto Group	100-197237
Freeway Toyota	102-659756
Winner Chevrolet	100-208309
Wondries Fleet Group	98-037902
Elk Grove Ford	101-679917
Selma Nissan	22-844821
Swift Superstore	97-022608
Fred M. Boerner Motor Co.	14039672
Riverview International Trucks	101-079519

27. Warranty

The manufacturer's standard new vehicle warranty shall apply to all vehicles procured against the resulting contract.

All warranties shall be factory authorized. Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor. Power train warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor. Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor.

The warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealer in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Proposals offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Contract (Mandatory) 1-16-23-20 A – J

Contract User Instructions

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid) paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer.

The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

The use of said recycled content antifreeze/coolant shall in no way void or degrade the original manufacturer's standard warranty.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving department shall notify the dealer in writing of the actual "In-Service" date.

28. REPAIR PARTS

The vehicle manufacturer shall maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification. Vehicles with new technology emerging into the industry (e.g. fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the DGS Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

29. MAINTENANCE PLAN

A maintenance plan is available for lightduty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly scheduled service for a minimum of five (5) years/100,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Timing belt changes
- Equipment and safety inspections

The Maintenance Plan is not required to cover wear items such as brake pads/shoes, wiper blades, etc.

30. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form (CIWMB 74) for the contractor(s) is attached (Attachment C).

Contract (Mandatory) 1-16-23-20 A – J
Contract User Instructions

31. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

There is no small business (SB) or disabled veteran business enterprise (DVBE) participation for this contract.

32. ATTACHMENTS

Attachment A – Contract Pricing

Attachment B – Specification Number 2310-3281 dated 10/30/2015

Attachment C – Postconsumer Content Certification Workbook

Attachment D – Vehicle Information Questionnaires

Attachment A - Contract Pricing RANK 1
Fleet Vehicles - TRUCKS
Contract 1-16-23-20 A - J

Terms: \$200 discount per vehicle for payment with 20 days - Riverview International
\$500 discount per vehicle for payment with 20 days - All other dealers

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
1	Small Pickup, 4x2, Extra Cab, Regular Box, 125 in. WB, 4500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Nissan	Frontier	\$18,638.00	\$499.00	Selma Nissan	1-16-23-20G
2	Small Pickup, 4x2, Crew Cab, Short Box, 125 in. WB, 4500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Nissan	Frontier	\$20,471.00	\$499.00	Selma Nissan	1-16-23-20G
3	Small Pickup, 4x4, Extra Cab, Regular Box, 125 in. WB, 5000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Nissan	Frontier	\$22,638.00	\$499.00	Selma Nissan	1-16-23-20G
4	Small Pickup, 4x4, Crew Cab, Short Box, 125 in. WB, 5000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Nissan	Frontier	\$22,638.00	\$499.00	Selma Nissan	1-16-23-20G
5	Full Size Pickup, 4x2, Regular Cab, Regular Box, 119 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	1500	\$17,540.00	\$499.00	Elk Grove Auto Group	1-16-23-20B
6	Full Size Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Silverado 1500	\$20,079.00	\$499.00	Winner Chevrolet	1-16-23-20D
7	Full Size Pickup, 4x2, Crew Cab, Short Box, 140 in. WB, 6100 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	1500	\$22,210.00	\$499.00	Elk Grove Auto Group	1-16-23-20B

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
8	Full Size Pickup, 4x4, Regular Cab, Regular Box, 119 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Silverado 1500	\$21,417.00	\$499.00	Winner Chevrolet	1-16-23-20D
9	Full Size Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Silverado 1500	\$22,872.00	\$499.00	Winner Chevrolet	1-16-23-20D
10	Full Size Pickup, 4x4, Crew Cab, Short Box, 140 in. WB, 6300 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	1500	\$24,435.00	\$499.00	Elk Grove Auto Group	1-16-23-20B
11	Full Size Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, E85 Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Silverado 1500	\$20,079.00	\$499.00	Winner Chevrolet	1-16-23-20D
12	Full Size Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, E85 Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Chevrolet	Silverado 1500	\$22,950.00	\$499.00	Winner Chevrolet	1-16-23-20D
13	Full Size Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6200 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	1500	\$28,215.00	\$499.00	Elk Grove Auto Group	1-16-23-20B
14	Full Size Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	1500	\$31,500.00	\$499.00	Elk Grove Auto Group	1-16-23-20B
15	Full Size Pickup, 4x2, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	2500	\$20,302.00		Swift Superstore	1-16-23-20H
16	Full Size Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	2500	\$23,305.00		Swift Superstore	1-16-23-20H

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
17	Full Size Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	F250	\$24,397.00		Downtown Ford Sales	1-16-23-20A
18	Full Size Pickup, 4x4, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	2500	\$22,888.00		Swift Superstore	1-16-23-20H
19	Full Size Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	2500	\$25,532.00		Swift Superstore	1-16-23-20H
20	Full Size Pickup, 4x4, Crew Cab, Short Box, 350 HP, 156 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	F250	\$26,947.00		Downtown Ford Sales	1-16-23-20A
21	Full Size Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	F250	\$31,393.00		Downtown Ford Sales	1-16-23-20A
22	Full Size Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ford	F250	\$33,843.00		Downtown Ford Sales	1-16-23-20A
23	Full Size Pickup, 4x2, Regular Cab, Regular Box, 133 in. WB, 8500 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	Ram	2500	\$27,392.00		Elk Grove Auto Group	1-16-23-20B
24	Full Size Pickup, 4X2, Regular Cab, Regular Box, 380 lb.-ft. Torque, 133 in. WB, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ford	F350	\$23,521.00		Downtown Ford Sales	1-16-23-20A
25	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ford	F350	\$23,462.00		Downtown Ford Sales	1-16-23-20A

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
26	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ford	F450	\$29,010.00		Wondries Fleet Group	1-16-23-20E
27	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ford	F450	\$36,090.00		Wondries Fleet Group	1-16-23-20E
28	Truck, Cab & Chassis, 4X2, Regular Cab, 60 in. CA, 15000 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ford	F450	\$42,283.00		Downtown Ford Sales	1-16-23-20A
29	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ram	5500	\$29,771.00		Swift Superstore	1-16-23-20H
30	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ford	F550	\$38,495.00		Wondries Fleet Group	1-16-23-20E
31	Truck, Cab & Chassis, 4X2, Regular Cab, 84 in. CA, 19500 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ford	F550	\$44,687.00		Downtown Ford Sales	1-16-23-20A
32	Truck, Cab & Chassis, 4X2, Regular Cab, 450 lb.-ft. Torque, 102 in. CA, 25500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ford	F650	\$41,428.00		Wondries Fleet Group	1-16-23-20E
33	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, 102 in. CA, 25500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	Ford	F650	\$49,235.00		Wondries Fleet Group	1-16-23-20E
34	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, 108 in. CA, 30000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	International	DuraStar	\$68,980.58		Fred M. Boerner Motor Co.	1-16-23-20I

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
35	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, 120 in. CA, 33000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101600	Each	1	International	DuraStar	\$70,273.64		Fred M. Boerner Motor Co.	1-16-23-20I
36	NONE										
37	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, 138 in. CA, 54000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-3281 dated 10/30/15.	Sacramento	25101507	Each	1	International	WorkStar	\$81,451.55		Fred M. Boerner Motor Co.	1-16-23-20I

Contact Line Item # (CLIN)	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Contract Unit Price
n/a	Additional options, (cost plus)	n/a	various	various	n/a	n/a	Dealer Cost + 10 %
n/a	Removal of options, (cost minus)	n/a	various	various	n/a	n/a	Dealer Cost + 10 %

Contacts:

Downtown Ford Sales - (916) 442-6931
 Freeway Toyota - (559) 707-5735
 Winner Chevrolet - (916) 429-4700
 Elk Grove Auto Group (916) 429-4700
 Elk Grove Ford - (916) 429-4702
 Wondries Fleet Group (626) 457-5590
 Selma Nissan (559) 707-5735
 Swift Superstore (530) 771-3821
 Fred M. Boerner Motor Co. (323) 560-3882
 Riverview International (916) 669-0253

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
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. Hayes, Luke	Student Supvr	Voluntary	06/12/2014	03/14/2016
2. Kafentzis, Tristan	Inst Asst-Sp Ed	Prob Release	10/26/2015	03/24/2016
3. Lesneski, Barbara	LVN	Voluntary	02/29/2016	03/31/2016
4. Norman, Ellesse	IBI Asst/Tutor	Other Employment	03/19/2012	02/23/2016
5. Smith, Colleen	FS Worker	Voluntary	02/16/2016	03/09/2016
6. Tsacoumangos, Alexis	Student Supvr	Voluntary	10/05/2015	02/19/2016
7. Vazquez, Amparo	FS Worker	Retirement	11/19/2001	03/18/2016
8. Zardinejad, Mahnaz	Student Supvr	Voluntary	10/04/2010	03/18/2016
9. Zimmerman, Madeline	IF-Sp Ed	Voluntary	11/03/2015	03/18/2016

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
10. Cox, Ashleigh	IBI Asst/Tutor (9.5mo/40hpw)	\$3,029.51 mo	R24-3	03/14/2016
11. Ortiz Jr., Heliodoro	Custodian I (12mo/40hpw)	\$2,886.97 mo	R26-1	03/07/2016

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
12. Cortes, Mitchell	LVN (9.5mo/25hpw)	\$18.38 hr	R30-1	04/11/2016
13. Pardo, Ericka	Inst Asst-Presch (9.5mo/10.5hpw)	\$15.47 hr	R23-1	03/21/2016
14. Perez, Taina	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.47 hr	R23-1	03/14/2016
15. Zornoza, Myrna	Blngl Comm Svcs Liaison (9.5mo/30hpw)	\$15.47 hr	R23-1	03/14/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
16. Arnold, Maria	Student Supvr	\$10.00 hr		03/14/2016
17. Butkus, Linda	Inst Asst-Sp Ed	\$14.36 hr	R20-1	03/07/2016
	IF-Sp Ed	\$15.09 hr	R22-1	
18. Demers, Shirley	Inst Asst-Sp Ed	\$14.36 hr	R20-1	03/18/2016
	IF-Sp Ed	\$15.09 hr	R22-1	
19. Deykes, Ela	Clerk	\$15.47 hr	R23-1	03/16/2016
20. Doolin, Bridget	Student Supvr	\$10.00 hr		03/09/2016
21. Edwards, Carrie	Student Supvr	\$10.00 hr		03/14/2016
22. Hernandez, Maggie	Inst Asst-Sp Ed	\$14.36 hr	R20-1	03/08/2016
	IF-Sp Ed	\$15.09 hr	R22-1	
23. Hillquist Klenske, Jennifer	Inst Asst-Sp Ed	\$14.36 hr	R20-1	03/09/2016
	IF-Sp Ed	\$15.09 hr	R22-1	
24. Hurt, Staci	Inst Asst-Sp Ed	\$14.36 hr	R20-1	03/21/2016
	IF-Sp Ed	\$15.09 hr	R22-1	
25. Jones, Donice	Academic Advisor	\$20.80 hr	R35-1	03/03/2016
26. Mendez, Vanessa	Inst Asst-Sp Ed	\$14.36 hr	R20-1	03/21/2016
	IF-Sp Ed	\$15.09 hr	R22-1	
27. Newell, Angel	Sch Clerk I	\$15.47 hr	R23-1	03/02/2016
28. Nishti, Cassandra	Student Supvr	\$10.00 hr		03/09/2016
29. Tsacoumangos, Alexis	Student Supvr	\$10.00 hr		02/20/2016
30. Valencia, Judith	Student Supvr	\$10.00 hr		03/07/2016
31. Wesersten, Tara	FS Worker	\$12.38 hr	R14-1	03/01/2016
32. Zamora, Laura	Inst Asst-Sp Ed	\$14.36 hr	R20-1	03/04/2016
	IF Sp Ed	\$15.09 hr	R22-1	
33. Zardinejad, Mahnaz	Student Supvr	\$10.00 hr		03/19/2016
<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
34. Flores, Rosi	Student Worker	\$10.00 hr		02/16/2016
35. Harmon, Cheryl	Student Supvr	\$10.00 hr		02/08/2016
36. Vazquez, Jarel	Student Worker	\$10.00 hr		02/16/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
Classified Employees

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
37. Anderson, Dyanne	Soccer, Girls' Varsity (Asst)	Dana Hills HS	\$2,693.00	11/14/2015- 02/12/2016
38. Buyukuncu, Derya	Swimming, Girls' Varsity (Head)	San Juan Hills HS	\$3,367.00	02/15/2016- 05/06/2016
39. Dodge, Randy	Soccer, Girls' Varsity (Head) Soccer, Boys' Varsity (Head)	Aliso Niguel HS	\$3,367.00	11/07/2015- 02/10/2016
40. Flores, Mario	Track, Girls' (Asst)	San Clemente HS	\$2,693.00	02/15/2016- 05/07/2016
41. Honey, Anne	Basketball, Girls' Varsity (Head)	Dana Hills HS	\$3,591.00	11/09/2015- 02/12/2016
42. Iltis, Chris	Lacrosse, Boys' (Head)	Dana Hills HS	\$3,367.00	02/13/2016- 05/01/2016
43. Kelley, Peter	Tennis, Boys' (Head)	Aliso Niguel HS	\$3,367.00	02/27/2016- 05/01/2016
44. Kim, Linda	Lacrosse, Girls' (Head)	Dana Hills HS	\$3,367.00	02/13/2016- 05/01/2016
45. Macias, Laura	Softball, Girls' (Asst)	San Clemente HS	\$3,142.00	02/15/2016- 05/14/2016
46. Massucco, Dan	Softball, Varsity (Head)	San Juan Hills HS	\$3,591.00	02/15/2016- 05/06/2016
47. Merritt, Cruz	Wrestling, Girls'	Dana Hills HS	\$2,693.00	11/09/2016- 02/02/2016
48. O'Donnell, Brian	Softball, Varsity (Asst)	San Juan Hills HS	\$3,142.00	02/15/2016- 05/06/2016
49. Price, Robert	Track, Boys' Varsity (Asst)	San Juan Hills HS	\$2,693.00	02/15/2016- 05/06/2016
50. Pruitt, Ian	Swimming, Boys' Varsity (Asst)	San Clemente HS	\$2,693.00	02/15/2016- 05/07/2016
51. Quiggle, Casey	Volleyball, Boys' (Head)	Aliso Niguel HS	\$3,367.00	02/27/2016- 05/01/2016
52. Reppert, Brad	Lacrosse, Boys' Varsity (Head)	San Clemente HS	\$3,367.00	02/15/2016- 05/14/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
Classified Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
53. Skelly, Mike	Softball, Girls' (Asst)	Dana Hills HS	\$3,142.00	02/13/2016- 05/01/2016
54. Taylor, Carrie	Soccer, Girls' Varsity (Head)	Dana Hills HS	\$3,367.00	11/14/2015- 02/12/2016
55. Welter, Michael	Lacrosse, Girls' Varsity (Head)	San Juan Hills HS	\$3,367.00	02/15/2016- 05/06/2016

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
56. Arneson, Jim	Basketball, Girls' Varsity (Head)	Tesoro HS	\$359.10	02/15/2016
57. Brown, Robert	Wrestling, (Head)	Tesoro HS	\$168.35	02/08/2016
58. Canales, Miranda	Soccer, Girls' Varsity (Asst)	San Juan Hills HS	\$224.40	02/15/2016
59. Cox, Caliee	Basketball, Girls' Varsity (Asst)	San Juan Hills HS	\$314.20	02/15/2016
60. Deverrick, George	Soccer, Girls' Varsity (Head)	Tesoro HS	\$336.70	02/15/2016
61. Dodge, Randy	Soccer, Boys' (Head)	Aliso Niguel HS	\$336.70	02/13/2016
62. Figueroa, Alejandro	Soccer, Boys' (Asst)	Aliso Niguel HS	\$269.30	02/13/2016
63. King, Jennifer	Pep Squad, HS	Tesoro HS	\$314.20	02/15/2016
64. Nicholson, Sam	Soccer, Boys' Varsity (Head)	Tesoro HS	\$336.70	02/15/2016
65. Parks, Josh	Basketball, Boys' Varsity (Asst)	Tesoro HS	\$314.20	02/15/2016
66. Vardoulakis, Kaeleena	Basketball, Girls' Varsity (Asst)	Tesoro HS	\$314.20	02/15/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
Classified Employees

APPROVE CIF CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
67. Webster, Britney	Soccer, Girls' Varsity (Asst)	Tesoro HS	\$269.30	02/15/2016

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
68. Balkan Buyukuncu, Zehra	Swimming, Girls' (Asst)	San Juan Hills HS	\$2,250.00	02/15/2016- 05/06/2016
69. Braun, Tyler	Volleyball, Boys' (Asst)	Dana Hills HS	\$2,693.00	02/13/2016- 05/04/2016
70. Degelsmith, Daylen	Swimming, Boys' (Asst)	Tesoro HS	\$1,326.67	02/27/2016- 05/06/2016
71. Donnels, Chris	Baseball, (Asst)	Dana Hills HS	\$3,142.00	02/15/2016- 05/14/2016
72. Fasola, Pattie	Track, Girls' (Head)	Tesoro HS	\$2,244.45	05/16/2016- 06/09/2016
73. Forbes, Evan	Swimming, Girls' (Asst)	San Juan Hills HS	\$2,250.00	02/15/2016- 05/06/2016
74. Hickson, William	ASB Events	Aliso Niguel HS	\$3,000.00	12/01/2015- 06/15/2016
75. Higgins, Robyn	Volleyball, Boys' (Asst)	Dana Hills HS	\$2,693.00	02/13/2016- 05/04/2016
76. Kohler, Thomas	Volleyball, Boys' Varsity (Head)	San Juan Hills HS	\$3,500.00	09/01/2015- 11/01/2015
77. Lusal, Patricia	Track, (Asst)	Aliso Niguel HS	\$2,300.00	02/27/2016- 05/01/2016
78. Machado, Terri	Tennis, Boys' Varsity (Head)	Capistrano Valley HS	\$3,367.00	02/22/2016- 05/06/2016
79. Margarita, Peter	Tennis, Boys' JV (Asst)	San Juan Hills HS	\$3,000.00	02/15/2016- 05/06/2016
80. Meledy, Tim	Track, Girls' (Asst)	Capistrano Valley HS	\$2,693.00	02/01/2016- 04/30/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
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>
81. Miscione, Michael	Football, Varsity (Asst)	San Juan Hills HS	\$3,400.00	03/01/2016- 06/30/2016
82. Miyake, Darin	Strength & Conditioning	Dana Hills HS	\$1,500.00	02/01/2016- 02/28/2016
83. Nicholson, Sam	Soccer, Boys' (Asst)	Tesoro HS	\$2,244.45	03/08/2016- 05/06/2016
84. Peeler, Dani	Swimming, Girls' Varsity (Asst)	Capistrano Valley HS	\$2,693.00	02/27/2016- 05/06/2016
85. Portillo, Danny	Track, Varsity (Asst)	Capistrano Valley HS	\$2,693.00	02/01/2016- 04/30/2016
86. Price, Ryan	Basketball, Boys' (Asst)	Aliso Niguel HS	\$2,500.00	11/07/2015- 02/10/2016
87. Quiggle, Casey	Volleyball, Girls' F/S (Head)	Aliso Niguel HS	\$2,200.00	02/01/2016- 05/30/2016
88. Renden, Tim	Swimming, Boys' Varsity (Asst)	Capistrano Valley HS	\$2,693.00	02/01/2016- 04/30/2016
89. Ressler, John	Softball, JV (Asst)	San Juan Hills HS	\$2,000.00	02/01/2016- 05/13/2016
90. Riley, Merrill	Swimming, Boys' (Asst)	Dana Hills HS	\$3,000.00	02/13/2016- 05/06/2016
91. Sayles, Ken	Track, Girls' (Asst)	Capistrano Valley HS	\$2,693.00	02/27/2016- 05/06/2016
92. Siriwardena, Yenu	Track, Varsity (Asst)	Capistrano Valley HS	\$2,693.00	02/01/2016- 04/30/2016
93. Smith, Camille	Volleyball, Boys' Varsity (Asst)	Capistrano Valley HS	\$2,693.00	02/27/2016- 05/04/2016
94. Stachowski, Michael	Swimming, Boys' (Asst)	Aliso Niguel HS	\$3,000.00	02/01/2016- 05/10/2016
95. Taylor, Chelsea	Track, (Asst)	San Clemente HS	\$1,200.00	02/15/2016- 05/07/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
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>
96. Tosano, Mark	Basketball, Girls' Varsity (Asst)	San Juan Hills HS	\$1,500.00	11/01/2015- 02/05/2016
97. Zamora, Robert	Baseball, Varsity (Head)	Capistrano Valley HS	\$3,591.00	02/27/2016- 05/13/2016

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Position</u>	<u>Range Step</u>	<u>Effective Date</u>
98. Becerra, Craig	Groundskeeper (12mo/40hpw)	HVAC Asst (Temp/40hpw)	R36-4	04/01/2016- 04/30/2016
99. Crancer, Catherine	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/17.5hpw)	R22-2	03/07/2016
100. Dinsmoor, Joy	IF-Sp Ed (9.5mo/30hpw)	IBI Asst/Tutor (9.5mo/40hpw)	R24-10	03/14/2016
101. Eiler, Christine	IF-Sp Ed (9.5mo/30hpw)	IBI Asst/Tutor (9.5mo/40hpw)	R24-5	03/14/2016
102. Gebauer, Gillian	Sch Clerk II (10.5mo/40hpw)	Registrar (10.75mo/40hpw)	R28-3	03/25/2016
103. Gonzalez, Roberto	HVAC Asst (12mo/40hpw)	HVAC Tech (Temp/40hpw)	R40-15	04/01/2016- 04/30/2016
104. Gutierrez, Javier	Custodian I (12mo/40hpw)	Custodian II (Temp/40hpw)	R28-6	03/09/2016- 04/08/2016
105. Irha, Maureen	MS Campus Supvr (9.5mo/17.5hpw)	HS Campus Supvr (9.5mo/15hpw)	R25-6	03/21/2016
106. Purcell, Amber	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/17.5hpw)	R22-1	03/07/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
Classified Employees

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
107. Arias, Martha	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-1	03/08/2016
108. Grothe-Wilson, Katherine	MS Campus Supvr (9.5mo/15hpw)	MS Campus Supvr (9.5mo/17.5hpw)	R23-9	01/14/2016
109. Kono, Mary	MS Campus Supvr (9.5mo/10hpw)	MS Campus Supvr (9.5mo/17.5hpw)	R23-1	01/14/2016
110. Leon-Rodriguez, Edith Adriana	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	Blngl Comm Svcs Liaison (9.5mo/30hpw)	R23-1	03/14/2016
111. McNeil, Jacqueline	Student Supvr (9.5mo/3.40hpw)	Student Supvr (9.5mo/16.35)		08/25/2015
112. Meyer, Catherine	HS Campus Supvr (9.5mo/15hpw)	HS Campus Supvr (9.5mo/35hpw)	R25-4	03/18/2016
113. O'Rourke, Erin	MS Campus Supvr (9.5mo/15hpw)	MS Campus Supvr (9.5mo/17.5hpw)	R23-1	02/22/2016
114. Osuna, Alexandra	MS Campus Supvr (9.5mo/15hpw)	MS Campus Supvr (9.5mo/17.5hpw)	R23-1	02/17/2016

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
115. Aguirre, Oralia	Student Supvr TAA NTE 2 hrs (Supervise students)	03/04/2016
116. Balcewicz, Penny	Elem Library Tech TAA NTE 30 hrs (Year-end closeout)	04/01/2016- 06/30/2016
117. Bonet, Marisol	Blngl Comm Svcs Liaison TAA NTE 215 hrs (Provide translation)	02/16/2016- 06/09/2016
118. Borruso, Enedina	Blngl Comm Svcs Liaison TAA NTE 15 hrs (Provide translation)	03/07/2016- 03/11/2016
119. Boulgarides, Gabriela	Blngl Comm Svcs Liaison TAA NTE 15 hrs (Provide translation)	03/07/2016- 03/11/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
120. Burton, Irma	Blngl Comm Svcs Liaison TAA NTE 200 hrs (Provide translation)	02/16/2016- 06/09/2016
121. Casarrubias-Quinn, Olivia	Blngl Clerk TAA NTE 50 hrs (Process bus pass applications)	04/02/2016- 08/12/2016
122. Castaneda, Juana	Student Supvr TAA NTE 3 hrs (Provide supervision)	03/01/2016- 06/10/2016
123. Castillo, Yolanda	Blngl Comm Svcs Liaison TAA NTE 15 hrs (Provide translation)	03/07/2016- 03/11/2016
124. Cisternas, Claudia	Blngl Comm Svcs Liaison TAA NTE 10 hrs (Provide translation)	03/07/2016- 03/11/2016
125. Devor, Sharon	Inst Asst-Sp Ed TAA NTE 24 hrs (Proctor AP Exams)	05/02/2016- 05/20/2016
126. Evans, Sandy	Blngl Comm Svcs Liaison TAA NTE 10 hrs (Provide translation)	03/07/2016- 03/11/2016
127. Fitzhugh, Marlene	Blngl Comm Svcs Liaison TAA NTE 15 hrs (Provide translation)	03/07/2016- 03/11/2016
128. Flores, Rosalva	Blngl Comm Svcs Liaison TAA NTE 15 hrs (Provide translation)	03/07/2016- 03/11/2016
129. Frazier, Mary	Elem Library Tech TAA NTE 40 hrs (Year-end closeout)	04/01/2016- 06/30/2016
130. Garcia, Guadalupe	Student Supvr TAA NTE 2 hrs (Supervise students)	03/04/2016
131. Goodridge, Elizabeth	Speech Lang Pathologist Asst TAA NTE 28 hrs (Asst with SLP caseload)	03/07/2016- 06/09/2016
132. Gruden, Norma	Blngl Comm Svcs Liaison TAA NTE 60 hrs (Assist parents with registration)	02/16/2016- 06/10/2016
133. Hernandez, Adelina	Student Supvr TAA NTE 2 hrs (Supervise students)	03/04/2016
134. Hernandez, Vania	Blngl Comm Svcs Liaison TAA NTE 15 hrs (Provide translation)	03/07/2016- 03/11/2016
135. Howard, Linda	Elem Library Tech TAA NTE 20 hrs (Year-end closeout)	04/01/2016- 06/30/2016
136. Infante, Claudia	Blngl Comm Svcs Liaison TAA NTE 25 hrs (Assist parents with registration)	02/16/2016- 06/10/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
137. Ixtacuy, Jose Angel	Blngl Comm Svcs Liaison TAA NTE 200 hrs (Provide translation)	02/16/2016- 06/09/2016
138. Jimenez, Leticia	Blngl Comm Svcs Liaison TAA NTE 10 hrs (Provide translation)	03/07/2016- 03/11/2016
139. Kalk, Kristin	Elem Library Tech TAA NTE 10 hrs (Year-end closeout)	04/01/2016- 06/30/2016
140. Kloepfer, Bethanie	Elem Library Tech TAA NTE 50 hrs (Support library)	02/29/2016- 06/09/2016
141. Lazenby, Jack	Student Supvr TAA NTE 5 hrs (Supervise students)	02/16/2016- 06/09/2016
142. Lohrbach, Michelle	HS Campus Supvr TAA NTE 4 hrs (Assist with 8th grade expo)	02/25/2016
143. Mar, Araceli	Blngl Clerk TAA NTE 60 hrs (Assist with Title I school materials)	02/16/2016- 06/10/2016
144. Martinez, Brenda	HS Campus Supvr TAA NTE 4 hrs (Assist with 8th grade expo)	02/25/2016
145. Montse, Gray	Blngl Comm Svcs Liaison TAA NTE 15 hrs (Provide translation)	03/07/2016- 03/11/2016
146. Nichols, Rick	Lead Theater Tech TAA NTE 80 hrs (Support of events for theater)	06/17/2016- 06/30/2016
147. Northart, Janet	HS Campus Supvr TAA NTE 4.5 hrs (Support Student Services)	11/06/2015
148. Nowell, Diana	Elem Library Tech TAA NTE 20 hrs (Year-end closeout)	04/01/2016- 06/30/2016
149. Perez, Rosa	Student Supvr TAA NTE 3 hrs (Provide supervision)	03/01/2016- 06/10/2016
150. Peterson, Erin	Elem Library Tech TAA NTE 20 hrs (Year-end closeout)	04/01/2016- 06/30/2016
151. Rawas, Alba	Blngl Clerk TAA NTE 25 hrs (Support Academic Advisor)	02/08/2016- 06/09/2016
152. Robbins, Delia	Blngl Inst Asst - Sp Ed TAA NTE 50 hrs (Support and translate assessments)	02/16/2016- 06/10/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
153. Robertson, Frida	MS Campus Supvr TAA NTE 45 hrs (Supervise students)	02/08/2016- 06/09/2016
154. Rodriguez, Nascina	Blngl Comm Svcs Liaison TAA NTE 110 hrs (Provide translation)	02/16/2016- 06/09/2016
155. Ruiz, Mary	Elem Library Tech TAA NTE 40 hrs (Year-end closeout)	04/01/2016- 06/30/2016
156. Sanchez, Ana	Blngl Comm Svcs Liaison TAA NTE 100 (Provide translation)	01/01/2016- 06/10/2016
157. Sanchez, Yessica	Blngl Comm Svcs Liaison TAA NTE 200 hrs (Provide translation)	02/16/2016- 06/09/2016
158. Serrano, Carmen	Blngl Comm Svcs Liaison TAA NTE 10 hrs (Provide translation)	03/07/2016- 03/11/2016
159. Stein, Martha	Blngl Int Office Asst TAA NTE 15 hrs (Support EpiPen program preparation)	02/11/2016- 04/01/2016
160. Succi, Megan	Elem Library Tech TAA NTE 30 hrs (Year-end closeout)	04/01/2016- 06/30/2016
161. Tavernetti, Carmen	Blngl Comm Svcs Liaison TAA NTE 115 hrs (Provide translation)	02/16/2016- 06/09/2016
162. Torres, Rocio	HS Office Mgr TAA NTE 10 hrs (Provide extra support)	02/17/2016- 06/09/2016
163. Valian, Margaret	Elem Library Tech TAA NTE 20 hrs (Year-end closeout)	04/01/2016- 06/30/2016
164. Vargas, Sonia	Student Supvr TAA NTE 53 hrs (Provide childcare)	01/01/2016- 06/10/2016
165. Vega, Buenaventura	Student Supvr TAA NTE 4 hrs (Provide childcare)	02/16/2016- 06/10/2016
166. Villegas, Graciela	Student Supvr TAA NTE 53 hrs (Provide childcare)	01/01/2016- 06/10/2016
167. Von Urff, Michelle	Elem Library Tech TAA NTE 40 hrs (Year-end closeout)	04/01/2016- 06/30/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
Classified Employees

APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
168. Jaeckel, Deborah	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Staff Secretary	R31-1	12/10/2016
169. Rawas, Alba	Blngl Clerk (10.5mo/17.5hpw)	HS Office Mgr	R33-1	02/17/2016

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
170. Yearry, Adele	HS Campus Suprv	Expired Paid Leave	03/29/2016- 09/29/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
Certificated 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. Askew, Kayla	Sub Teacher	Other Employment	09/24/2015	03/14/2016
2. Bush, Troy	Sub Teacher	District Initiated	04/22/2013	03/07/2016
3. Espiritu, Erwin	Sub Teacher	District Initiated	05/29/2014	03/07/2016
4. Gammell, Mark	Teacher	Retirement	08/31/1990	06/10/2016
5. Horrigan, Anne	Teacher	Retirement	09/02/1994	06/10/2016
6. Jones, Adina	Sub Teacher	Other Employment	11/13/2014	03/10/2016
7. Russell, Vicki	Teacher	Retirement	12/07/1998	06/10/2016
8. Townsend, Norman	Teacher	Retirement	09/13/1983	06/10/2016

APPROVE EMPLOYMENT

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
9. Gonzalez, Ruby	Intervention Spec	\$ 54,990.00 yr	C-1	03/14/2016
10. Troffer, Garrett	Teacher-Intern	\$ 44,249.00 yr	A-1	03/07/2016

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

11. Derry, Patrick

APPROVE SUBSTITUTE TEACHERS

Pay @ \$105.00 per hour

12. Anderson, Brianne
13. Bauer, Ginaea
14. Burke, Holly
15. Englund, Jamie
16. Hayes, Luke

17. Kerr, Wendy
18. Land, Kathryn
19. Reed, Susan
20. Toomer, Cori

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
Certificated Employees

APPROVE SUBSTITUTE COUNSELOR

Pay @ \$275.00 per day

21. Nalbach, Cristina

APPROVE 6/5ths ASSIGNMENT 2nd SEMESTER

Not to exceed \$19,800 for 6/5ths section

22. Cahill, Stephen

23. Clark, Brian

24. Dollar, Christopher

25. Fransen, Craig

26. Harrington, Candice

27. Johnson, Dawn

28. Khalil, Amal

29. Manzotti, Maria

30. McDaniel, Megan

31. Miller, Teresa

32. Puccinelli, Sue

33. Sanchez, Lynn

34. Sweeney, Alba

35. Waldukat, Andreas

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
36. Waldukat, Andreas	Teacher	STAP I	09/12/2015- 06/09/2016

APPROVE ADDITIONAL ASSIGNMENTS

Conduct Homework Club - Castille ES

Not to exceed 13 hours instructional pay @ \$35.00 per hour
01/16/2016-05/27/2016

37. Smiggs, Donna

Teach an After School Homework Club - George White ES

Not to exceed 3 hours instructional pay @ \$35.00 per hour
02/16/2016-06/09/2016

38. Myers, Cathy

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Professional Development Support - Laguna Niguel ES

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
03/01/2016-06/09/2016

39. Cuevas, Kristine

40. Sweaney, Jill

Teach an After School Computer Class - Marblehead ES

Not to exceed 12 hours instructional pay @ \$35.00 per hour
03/01/2016-06/09/2016

41. Neidl, Isabel

Teach an After School Class - RH Dana ES

Not to exceed 2 hours instructional pay @ \$35.00 per hour
02/25/2016-04/29/2016

42. Granja, Patricia

Teach an After School Class - San Juan ES

Not to exceed 17 hours instructional pay @ \$35.00 per hour
02/01/2016-06/30/2016

43. De Lira, Veronica

44. Rendon, Sophia

Teach an After School Class - San Juan ES

Not to exceed 6 hours instructional pay @ \$35.00 per hour
02/01/2016-04/30/2016

45. Le, Leslie

Teach a Technology Class in Spanish to Parents - San Juan ES

Not to exceed 5 hours non-instructional pay @ \$30.00 per hour
02/16/2016-06/10/2016

46. Weinstein, Marybel

Teach a Technology Class in Spanish to Parents - San Juan ES

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour
02/01/2016-04/30/2016

47. Sabad, Bernardo

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Team Leader for Reenvisioning & Reimagining School - Wood Canyon ES

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour

02/02/2016-06/10/2016

48. Collins, Noreen

Supervise After School Detentions - Aliso Viejo MS

Not to exceed 10 hours instructional pay @ \$35.00 per hour

02/18/2016-06/09/2016

49. Nero, Alison

51. Wade, Doug

50. Royal, Susan

Teach Math Support - Aliso Viejo MS

Not to exceed 4 hours instructional pay @ \$35.00 per hour

09/01/2015-06/03/2016

52. Hackstadt, Michael

IB Staff Development - Hankey MS

Not to Exceed 2 hours non-instructional pay @ \$30.00 per hour

03/01/2016-06/01/2016

53. Beitz, Kathryn

59. Langsdorf, Nicholas

54. Boothe, Lisa-Dawn

60. Long, Jeffrey

55. Cady, Scott

61. Paterno, Rocco

56. Foote, Carol

62. Ruskinovich, Jacob

57. George, Sherri

63. Strome, Nancy

58. Grantz, Christine

Provide Intervention Core Support - Newhart MS

Not to exceed 3 hours instructional pay @ \$35.00 per hour

02/01/2016-06/01/2016

64. Hassett, Jasmine

Prep for Survivor Book Club Meetings without Students - Vista del Mar MS

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour

02/10/2016-06/09/2016

65. Hanley, Kim

67. Porzuczek, Karin

66. Dewees, Julia

68. Velez, Lisa

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Conduct Saturday School - Aliso Niguel HS

Not to exceed 8 hours instructional pay @ \$18.00 per hour
02/22/2016-06/30/2016

69. Westling, Wayne

Conduct Saturday School - Aliso Niguel HS

Not to Exceed 40 hours instructional pay @ \$35.00 per hour
03/02/2016-06/30/2016

70. Martinez, Judy

73. Weinstein, Dave

71. Sepe, Christine

74. Westling, Kurt

72. Turney, Jason

Proctor AP Exams - Capo Valley HS

Not to exceed 48 hours non-instructional pay @ \$18.00 per hour
05/02/2016-05/20/2016

75. Peeler, Danielle

Conduct After School Tutorial - San Clemente HS

Not to exceed 140 hours instructional pay @ \$35.00 per hour
02/05/2016-06/10/2016

76. Currie, Kristen

Plan Second Semester Performance Tasks - San Clemente HS

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour
02/10/2016-03/31/2016

77. Compean, Laura

79. Knaup-Noble, Amy

78. Dimperio, Kristen

80. Smith, Ryan

Train Other Teachers in Illuminate - San Clemente HS

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
02/18/2016-06/09/2016

81. Dewald, Nicholas

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Prepare Freshman Focus Curriculum - San Clemente HS

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour
02/16/2016-06/09/2016

82. Harris, Patrick

Conduct Saturday School - Tesoro HS

Not to exceed 24 hours instructional pay @ \$35.00 per hour
01/25/2016-06/09/2016

83. Manzotti, Maria

85. Selikson, Debbie

84. Park, Rebecca

86. Trotter, Chad

Attend Department Chair Meetings - Cal Prep

Not to Exceed 10 hours non-instructional pay @ \$30.00 per hour
01/13/2016-05/11/2016

87. Infante, Cecilia

Attend Department Chair and Curriculum Alignment Guild Meetings - Cal Prep

Not to exceed 15 hours non-instructional pay @ \$30.00 per hour
01/13/2016-06/09/2016

88. Marsing, Deborah

Teacher Induction Program Planning - BTSA

Not to Exceed 20 hours non-instructional pay @ \$30.00 per hour
03/03/2016-06/30/2016

89. Dewees, Julia

Facilitate Parent Viewing Family Life Video - Education Svcs

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour
4/20/2016

90. Evans, Stuart

Work with Secondary English CAG Teams - Education Svcs

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
02/01/2016-06/10/2016

91. Bisch, Jonathan

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Prepare and Teach a Professional Development Class - Education Svcs

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour

02/01/2016-06/20/2016

92. Abuharoon, Christine
93. Austin, Jennifer
94. DeMille, Kim
95. Lindroth, Lauren
96. Novak, Isabel
97. Okura, Kristen

98. Perez, Carmen
99. Romo, Silvia
100. Soderberg, Victoria
101. Thompson, Catherine
102. Weitzel, Renee

Algebra 1/Geometry/Algebra 2: CAG Development - Education Svcs

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour

03/01/2016-03/31/2016

103. Athalye, Aruna
104. Beckley, Shelley
105. Boes, Alisan
106. Bracamontes, Tony
107. Compean, Laura
108. Crapo, Mary
109. Fowler, Diane
110. Grabowski, Michael
111. Marcus, Lisa

112. Miller, Teresa
113. Nolan, Catherine
114. Ortiz, Ashley
115. Schreiman, Courtney
116. Schwartzberg, Jake
117. Skaff, Don
118. Wallace, Tiffany
119. Wondra, Tiffany

Assessment Assistance - Special Education

Not to exceed 30 hours @ hourly diem rate of \$55.69 per hour

04/11/2016-06/09/2016

120. Scott, Amy

Cover Caseload for Employee out on Leave - Special Education

Not to exceed 8 hours @ hourly per diem rate of \$55.69 per hour

02/16/2016-06/10/2016

121. Miller, Stephanie

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Assessment Assistance - Special Education

Not to exceed 30 hours @ hourly per diem rate of \$59.06 per hour
02/16/2016-05/31/2016

122. Goforth, Krystyn

Assessment Assistance - Special Education

Not to exceed 30 hours @ hourly per diem rate of \$68.47 per hour
02/16/2016-05/31/2016

123. Debowski, Lisa

124. Smiggs, Donna

Conduct Tutoring Services - Special Education

Not to exceed 150 hours instructional pay @ \$35.00 per hour
02/16/2016-06/30/2016

125. Haupt, Mary

Provide Compensatory Education Services - Special Education

Not to exceed 10 hours instructional pay @ \$35.00 per hour
02/16/2016-06/30/2016

126. Deily, Katherine

Provide Home Bound Instruction for Home Bound Students - Special Education

Not to exceed 63 hours instructional pay @ \$35.00 per hour
02/26/2016-06/10/2016

127. Woodward, Richard

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
128. Brown, Rich	Baseball, Varsity (Asst)	San Clemente HS	\$ 3,142.00	02/15/2016- 05/14/2016
129. Butler, Tim	Track, Boys' (Asst)	Dana Hills HS	\$ 2,693.00	02/14/2016- 05/06/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
130. Cain, Josh	Lacrosse, Girls' Varsity (Head)	San Clemente HS	\$ 3,367.00	02/14/2016- 05/14/2016
131. Cosenza, Brandon	Softball, Girls' (Head)	Dana Hills HS	\$ 3,591.00	02/13/2016- 05/01/2016
132. Donnels, Chris	Baseball, (Asst)	Dana Hills HS	\$ 3,142.00	02/15/2016- 05/14/2016
133. Gellatly, Dave	Baseball, Varsity (Head)	San Clemente HS	\$ 3,591.00	02/15/2016- 05/14/2016
134. Georgia, David	Safety/Equipment	Dana Hills HS	\$ 3,591.00	01/25/2016- 06/09/2016
135. Gustafson, Ryan	Lacrosse, Girls' Varsity (Head)	Capistrano Valley HS	\$ 3,367.00	02/27/2016- 05/11/2016
136. Hernandez, Juan	Track, Girls' Varsity (Asst)	San Juan Hills HS	\$ 2,693.00	02/15/2016- 05/06/2016
137. Higginson, Pat	Swimming, Girls' Varsity (Head)	Capistrano Valley HS	\$ 3,367.00	02/27/2016- 05/06/2016
138. Kerr, Brad	Swimming, Girls' Varsity (Head)	San Clemente HS	\$ 3,367.00	02/15/2016- 05/07/2016
139. Lee, Lindsey	Dance	Dana Hills HS	\$ 2,244.00	08/25/2015- 06/09/2016
140. Minier, Michael	Golf, Varsity (Head)	Capistrano Valley HS	\$ 3,367.00	02/27/2016- 05/06/2016
141. Nolan, Catherine	Track, Girls' Varsity (Head)	San Juan Hills HS	\$ 3,591.00	02/15/2016- 05/06/2016
142. Pitkin, Bonny	Student Council Advisor	RH Dana Elem	\$ 1,347.00	02/01/2016- 06/10/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
143. Simmons, Jackie	Department Chair, Electives	Don Juan Avila MS	\$ 3,142.00	08/25/2015- 06/09/2016
144. Southall, Jackie	Department Chair, Social Science	Marco Forster MS	\$ 3,142.00	02/03/2016- 06/10/2016
145. Tinker, James	Golf, Varsity (Head)	San Juan Hills HS	\$ 3,367.00	02/15/2016- 05/06/2016
146. Whitaker, Alyssa	Swimming, Girls' Varsity (Asst)	San Clemente HS	\$ 2,693.00	02/15/2016- 05/07/2016
147. Wooten, Jeremy	Baseball, Varsity (Head)	San Juan Hills HS	\$ 3,591.00	02/15/2016- 05/06/2016
148. Yancey, Kendra	Swimming, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 2,693.00	02/27/2016- 05/06/2016
149. Yancey, Steve	Swimming, Boys' Varsity (Head)	Capistrano Valley HS	\$ 3,367.00	02/27/2016- 05/06/2016

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
150. Barnett, Keith	Basketball, Boys' (Head)	Aliso Niguel HS	\$ 359.10	02/13/2016
151. Colwell, Greg	Wrestling, Girls' (Head)	Aliso Niguel HS	\$ 336.70	02/03/2016
	Wrestling, Boys' Head	Aliso Niguel HS	\$ 336.70	02/03/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
Certificated Employees

APPROVE CIF CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective</u>
152. Garrett, Steve	Basketball, Boys' Varsity (Head)	Tesoro HS	\$ 359.10	02/15/2016
153. Magana, Andy	Band, Jazz HS	Tesoro HS	\$ 224.40	02/15/2016
154. Moore, Farrel	Soccer, Girls' Varsity (Head)	San Juan Hills HS	\$ 314.20	02/15/2016
155. Riach, Thomas	Basketball, Boys' (Asst)	Aliso Niguel HS	\$ 314.20	02/13/2016
156. Riscica, Nicole	Basketball, Girls' Varsity (Head)	San Juan Hills HS	\$ 359.10	02/15/2016
157. Skaff, Don	Soccer, Boys' Varsity (Head)	Tesoro HS	\$ 336.70	02/15/2016

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective</u> <u>Date</u>
158. Addison, Chad	Golf, Boys' (Asst)	Capistrano Valley HS	\$ 2,244.00	02/01/2016- 04/30/2016
159. Mulligan, Shawn	Track, (Asst)	San Clemente HS	\$ 500.00	02/15/2016- 05/07/2016
160. Schultz, Brian	Golf, Boys' (Asst)	Capistrano Valley HS	\$ 2,244.00	02/01/2016- 04/30/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of March 23, 2016
Certificated Employees

APPROVE REPORT OF BOARD ACTION

At the regular Board of Trustees meeting of January 27, 2016, the Board took the following action:

161. Appoint Dr. Susan Holliday to the position of Assistant Superintendent, Education Services, with annual salary of \$155,979.00.

At the regular Board of Trustees meeting of February 10, 2016, the Board took the following action:

162. Appoint Dr. Gordon Amerson to the position of Assistant Superintendent, Human Resource Services, with an annual salary of \$155,979.00.

At the regular Board of Trustees meeting of March 9, 2016, the Board took the following action:

163. Appoint Dr. John "Brad" Baker to the position of Middle School Principal, with an annual salary of \$128,170.00.

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
DECEMBER 9, 2015
EDUCATION CENTER – BOARD ROOM

Superintendent Kirsten M. Vital called the meeting to order at 5:30 p.m.

**Call to Order/
Adjourn to Closed
Session**

At 5:32 p.m. the Board recessed to closed session to discuss: Public Employee Discipline/Dismissal/Release; confer with Labor Negotiators; and ratify Student Expulsion Stipulation Agreement. The regular meeting of the Board reconvened to open session and was called to order by Superintendent Vital at 7:01 p.m.

ROLL CALL:

PRESENT: John M. Alpay, Amy Hanacek, Gila Jones, Martha McNicholas, Dr. Gary Pritchard, Jim Reardon and Student Advisor, Elizabeth Sorensen

ABSENT: Lynn Hatton-Hodson

The Pledge of Allegiance was led by Superintendent Kirsten Vital.

Pledge of Allegiance

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

Prior to the adoption of the Board Agenda, Superintendent Vital suggested amending the Board Agenda and moving **Agenda Item 8A** before **Item 8**.

**Adoption of the
Board Agenda**

It was moved by Trustee McNicholas, seconded by Trustee Hanacek and motion carried by a 6-0-1 vote to adopt the Board Agenda, as amended above.

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard and Reardon
NOES: None
ABSENT: Trustee Hatton-Hodson

Superintendent Vital reported the following action taken during closed session:

**Superintendent's
Report from Closed
Session Meeting**

Agenda Item 3A-1: Public Employee Discipline/Dismissal/Release

The Board voted 6-0-1 to suspend classified employee #18637 for thirty days without pay.

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard and Reardon
NOES: None
ABSENT: Trustee Hatton-Hodson

Agenda Item 3B: Conference With Labor Negotiators

There is no reportable action.

Agenda Item 3C: Student Expulsions

The Board voted 6-0-1 to ratify Student Expulsion Stipulation Agreement,

231 of 463

Student Expulsion Case #2016-009.

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard and Reardon
NOES: None
ABSENT: Trustee Hatton-Hodson

Superintendent Vital announced nominations were in order for **President** of the Board.

Reorganization of the Board Agenda Item 1

It was moved by Trustee Reardon, seconded by Trustee McNicholas to nominate Trustee Hanacek, as President of the Board. There being no further nominations, nominations were closed and motion carried by a 6-0-1 vote to elect Trustee Hanacek as President of the Board.

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustee Hatton-Hodson

President Hanacek announced nominations were in order for **Vice President** of the Board.

Reorganization of the Board Agenda Item 2

It was moved by Trustee Hanacek, seconded by Trustee Jones to nominate Trustee Reardon as Vice President of the Board. There being no further nominations, nominations were closed and motion carried by a 6-0-1 vote to elect Trustee Reardon as Vice President of the Board.

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustee Hatton-Hodson

President Hanacek announced nominations were in order for **Clerk of the Board**.

Reorganization of the Board Agenda Item 3

It was moved by Trustee Jones, seconded by Trustee Reardon to nominate Trustee McNicholas as Clerk of the Board. There being no further nominations, nominations were closed and motion carried by a 6-0-1 vote to elect Trustee McNicholas as Clerk of the Board.

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustee Hatton-Hodson

Winter Music Program

Directed by Michael Ushino, San Juan Hills High School Chamber Singers presented a holiday musical performance.

Musical Performance

Student Body President Report – San Juan Hills High School

Vanessa Rodriguez, Student Body President Report
Jennifer Smalley, Principal
Brooke Valderrama, Activities Director

**Special
Recognitions**

Ms. Elizabeth Sorensen, Student Advisor, announced ASB President, Ms. Vanessa Rodriguez to speak about the academics, athletics, performing arts and school activities at San Juan Hills High School. Ms. Rodriguez discussed the pathways to college & career; spoke about technology on campus; acknowledged the sports teams; homecoming game/dance; student involvement on campus; and inclusive programs for a diverse population.

Learning in Capo Spotlight

Mr. Ryan Burris, introduced Dana Aguilera, Principal of Carl Hankey K-8, Dina Kubba, IB Coordinator, together with Tim Garrity, IB Coordinator of Capistrano Valley High School, to illustrate a power point presentation showcasing the only South County public K-12 International Baccalaureate (IB) pathway offered at Carl Hankey K-8 and Capistrano Valley High School; a project based learning program for ages 3-19 exploring multiple discipline themes.

The Board recessed to reorganize the dais. The Board reconvened in 5 minutes.

Break

Superintendent Vital attended: Clarence Lobo Elementary, Marblehead Elementary and San Juan Hills High School; Aliso Niguel Family Choral Area concert; 40th Anniversary of Moulton Elementary School, Del Obispo Elementary, Marco Forster Middle School and Kinoshita Elementary School; and ROP Rotary Club Vocational Day held at the Monarch Rotary Club.

**Board and
Superintendent
Comments**

Superintendent Vital acknowledged disappointment of many parents regarding her recommendation to deny the petition for the Orange County Academy of Sciences and Arts Charter School and discussed her experience and decision-making process for Agenda Item 8.

Superintendent Vital congratulated Mr. Keith Hancock on his Grammy nomination for the 2016 Music Educator Award.

President Hanacek thanked Trustee Hatton-Hodson for previous service as President. Trustee Jones thanked previous and newly elected officers and thanked Dr. Burch for his assistance. Trustee McNicholas encouraged everyone to enjoy and participate in the activities available in the District.

Due to the number of Blue Cards submitted, Trustees discussed waiving Board Policy; Bylaw of the Board § 9323(b), *Meeting Conduct*, regarding the maximum time limit of 20 minutes to hear all speakers per Agenda topic.

**Oral
Communications**

After discussion amongst Trustees, it was moved by Trustee McNicholas, seconded by Trustee Reardon and motion carried by a 6-0-1 vote to waive Board Policy, Bylaw of the Board § 9323(b), *Meeting Conduct*, and allow each speaker to address the Board.

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard and Reardon
NOES: None
ABSENT: Trustee Hatton-Hodson

The following speakers addressed the Board:

- *Catherine Sherburne, teacher at Bathgate Elementary School, addressed her concerns regarding segregation of certain demographic groups; too many IEP's; needed funding for special education and dual-immersion students.*
- *Janis Eberhart and Sally White, citizens, questioned how the District can meet the needs of impacted classrooms, especially those with IEP, without proper resources.*
- *Phillip Greer, representing Young Artist Foundation (YAF), proposed an agreement to foster a broad community of interest in the arts. Trustee Alpay stated he served on the Board of the YAF since 2009.*
- *Steven Yancey, coach, commented on his experiences working for the District for 30 years and was surprised his 30-year pin was mailed instead of presented personally; he expressed concerns regarding the low salary pay scale in the District.*
- *Nona Reimer, John S. Malcom Elementary School, shared STEM programs and achievements.*
- *Dawn Urbanek, parent-advocate, discussed legal requirements of the District to provide music and art programs; requested the Board to write a Resolution to the State of California for additional music and arts funding.*
- *Carrie Kitcher and Jennifer Miramontes, parents of students at Ladera Ranch Elementary School (LRES), notified the Board of suspicious activity at LRES; urged the Board for additional safety on campus, including perimeter fencing and additional security cameras/personnel.*

DISCUSSION/ACTION ITEMS

President Hanacek asked Trustees to select committees they want to serve on in 2016.

Trustee Reardon will serve as the District's representative on the Nominating Committee of the Orange County Committee on School District Organization with Trustee McNicholas serving as the alternate.

Trustees Jones and Hanacek will serve on the Orange County School Boards Political Action Group Effort (PAGE).

**Selection of Trustee
Participation on
Various Committees
Agenda Item 4**

Trustees Hatton-Hodson and Trustee McNicholas will serve on the Instructional Materials Review Committee (IMRC).

Trustees selected to serve on the following ad hoc committees:

City of Aliso Viejo: Trustees Pritchard and McNicholas
City of Dana Point: Trustees Hanacek and McNicholas
City of Laguna Niguel: Trustees Jones and McNicholas
City of Mission Viejo: Trustees Reardon and Jones
City of Rancho Santa Margarita: Trustee Reardon
City of San Clemente: Trustees Hanacek and Alpay
City of San Juan Capistrano: Trustees Jones and Reardon
Ladera Ranch Civic Council: Trustees Alpay and Reardon

Trustee Reardon will serve as an ex-officio member of the Capistrano Unified School District (CUSD) Foundation.

Trustee Pritchard will serve on the District Restructuring Council (DRC) with Trustee McNicholas serving as the alternate.

Trustees McNicholas, Jones and Hanacek will serve on the South Coast Regional Occupational Program Board and Trustee Reardon will serve as the alternate.

Trustees McNicholas and Jones will serve on the California School Board Association Delegate (CSBA).

It was moved by Trustee Jones, seconded by Trustee Reardon and motion carried by a 6-0-1 vote to approve the selection of Trustees to serve on the various committees for 2016, as outlined above.

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustee Hatton-Hodson

President Hanacek introduced Superintendent Vital to announce this item:

Superintendent Vital announced the annual resolution of the Board to approve and reaffirm the role of the Board.

Trustee Alpay indicated Resolution No. 1516-29 is in conflict with Board Policy 9010, *Public Statements* and Education Code § 35010; however, Board Policy 9311, *Board Policies*, provides an solution to this conflict; also review Board Policies 9003, 9200, and 9311, with that review and upon reaffirmation of stated policies, Trustee Alpay motions to continue Agenda Item 5, indefinitely.

It was moved by Trustee Alpay, seconded by Trustee Reardon and motion carried by a 6-0-1 vote to continue Resolution Number 1516-29, Role of the Board: Powers and Responsibilities, indefinitely.

**Resolution No.
1516-29, Role of the
Board: Powers and
Responsibilities
Agenda Item 5**

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustee Hatton-Hodson

PUBLIC HEARING

President Hanacek announced the Public Hearing open at 8:37 p.m. to hear Boundary Adjustments for Crown Valley Study Areas:

The following speakers addressed the Board:

- *Michelle Ploessel-Campbell, a citizen, discussed the reputation of Hidden Hills District; expressed concern for property values; and requested financial resources to improve school.*

President Hanacek declared the Public Hearing closed at 8:40 p.m.

**Public Hearing:
Boundary
Adjustments Crown
Valley
Agenda Item 6**

DISCUSSION/ACTION

President Hanacek introduced Mr. Hampton who provided a review of the previous presentation outlining boundary areas and feeder patterns of the Crown Valley Study Areas for school year 2016-2017.

Trustee McNicholas inquired if younger siblings of current students Crown Valley Elementary School will have priority for reassignment. Mr. Hampton responded there was no priority for siblings, except for school choice. Trustee Reardon inquired about the process of public notification of the new boundary areas. Mr. Hampton stated each postal address within the new boundaries will receive notification of the modification.

Following discussions, the Board of Trustees approved the reassignment of study areas 0600, 0620, and 0621 to the Moulton Elementary School attendance area and study areas 0670, 0681, 0690, 0700 and 0710 to the Hidden Hills Elementary School attendance area.

It was moved by Trustee Pritchard, seconded by Trustee McNicholas and motion carried by a 6-0-1 vote to approve the Boundary Adjustments for Crown Valley Study Areas.

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustee Hatton-Hodson

President Hanacek introduced Mr. Hampton to introduce this item regarding *Community Committee on School Classrooms and Campus Facilities* Consensus

**Boundary
Adjustments Crown
Valley
Agenda Item 7**

**Community
Committee Report**
236 of 463

Report. Mr. Hampton introduced Russell Tran, Sophomore, San Juan Hills High School, to present the Community Committee Consensus Report. Mr. Tran suggested continuing technology implementation and transitioning to district wide funding. Additional Committee Members addressed the Board requesting transitioning to District wide funding with bond proceeds to be used for school facilities, including community repairs and equity for all schools in the District. In addition, the Committee proposed the formation of a School Facilities Advisory Committee and for Committee Reports to be distributed in multiple languages.

Agenda 8A

Trustee Reardon thanked the Community Committee for their advice and suggestions. He supports the Committee's request for an oversight committee to oversee the needs of the community and to provide advice as to how the debt of the CFD's can be managed.

Superintendent Vital and Mr. Hampton recommended to the Board a two-fold approach: (1) proactively educate the Community about the need for funding and facilities improvements; and (2) form a School Facilities Advisory Finance Committee as soon as possible, to review the complex issues. This item will be brought back to the Board in January with recommendations.

Trustee Jones reviewed the Consensus Report and appreciated the recommendations of the Community Committee.

President Hanacek introduced Dr. Dan Burch who reported on the petition for the Orange County Academy of Sciences and Arts Charter School (OCASA). Dr. Burch stated the staff thoroughly reviewed the documents for the necessary requirements and ensured the program represented a sound educational program. The team staff members voiced their findings and analysis, as follows: concerned with financial projections; lacked confidence in implementation of the instructional program; and no comprehensive plan for special needs students.

**Petition for Orange
County Academy of
Sciences and Arts
Charter School
Agenda 8**

Due to the number of Blue Cards submitted, it was discussed amongst Trustees to waive Board Policy, Bylaw of the Board §9323(b), *Meeting Conduct* to hear all speakers. It was moved by Trustee Alpay, seconded by Trustee Reardon and motion carried by a 6-0-1 vote to waive Board Policy; Bylaw of the Board §9323(b), *Meeting Conduct*, to extended the maximum time limit of 20 minutes to hear all speakers.

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustee Hatton-Hodson

The following speakers addressed the Board:

- *Joe Weatherbee, a patent attorney from San Clemente, shared his professional experience and urged the Board to support the petition.*
- *Michael Yadowsky, a board member of OCASA, supports the mixed-age classes of math and science.*
- *Stacey Conctanton, one of the founding members of OCASA, stated the*

- importance of mixed-aged grouping.*
- *Susie Scott, on behalf of Susan Moss, Executive Director of Charters OC, stated OCASA is a much needed addition to the Charter schools.*
 - *Kristine Darroch, a Mission Viejo resident and founding member of OCASA, stated the interim OCASA website is informational only.*
 - *Randy Fish, a founding member of OCASA, supports the Charter school as it provides an alternative learning style.*
 - *Sophie Leguillette, founding member of OCASA, believes children should have a choice in their public education.*
 - *Dr. Jennifer Reiter-Cook, Director of School Development, stated she worked closely with Kapil Mathur and supports the petition.*
 - *Barbara Barnes, a retired school educator, stated she has experience with this charter model and stated it is highly successful.*
 - *Michelle Ploessel-Campbell, a citizen, discussed her concerns regarding the needs of the special education students.*
 - *Michelle Lopez, Attorney for OCASA, stated the petition meets all legal requirements. Alleged the District failed to provide facts for denial of the petition.*
 - *Jaclyn Gerken, teacher, speaking on behalf of OCASA, stated hands-on learning facilitates an ideal learning environment for common core.*

Trustee Reardon read the petition, the staff recommendation and response from OCASA to the staff recommendation and requested clarification for the available options regarding the petition and asked for the “black letter law” supporting the grounds for denial of the petition. Superintendent Vital responded with 3 options: (1) denial of the petition; (2) accept the petition, as is; or (3) accept the petition with conditions (MOU).

Attorney Mark Bresee responded there was no “black letter law” in particular; however, upon a thorough review by counsel and staff, conclusive findings of the petition, as presented to the District, represents an unsound educational program, at this time.

President Hanacek is concerned the petition is not comprehensive and lacks detail.

Trustee Jones agrees the petition might meet the minimum requirements of a charter school; however, it does not mean the educational plan is sound. She questioned the oversight responsibility of the Charter, if approved. Superintendent Vital responded if the District denies the petition and the County approves, then the County has oversight of the charter for the first 5 years. After 5 years, the oversight responsibility returns to the District.

Trustee Pritchard asked if after 5 years, if the District denies the Charter again, if the Charter will go to the County. Superintendent Vital stated the petition can be appealed.

Trustee McNicholas asked if OCASA appeals to the County, does OCASA submit the same petition or can OCASA submit a modified petition. Superintendent Vital responded stating if the Board denies the petition, OCASA can make addendums to their petition to clarify certain aspects of the plan. Attorney Mark Bresee corrected

Superintendent Vital stating if the Board denied the petition and OCASA appealed, then the County would see the same petition and the entire record of this Board meeting.

Trustee Alpay reminded the Board of its historical decisions regarding charter schools. President Hanacek does not want to be constrained by the Board's past decisions and addressed her concerns of the District having to correct any problems with OCASA's petition, which it is not staffed for.

Trustee Reardon expressed concern over the staff report evaluation and stated the criticisms make sense for a school that is open; however, not for a petition and unopened school. He proposed if conditions were addressed by an MOU, then the District would not lose oversight to the County. President Hanacek responded that the staff did a thorough job reviewing the petition with a fine-tooth comb; however, her concerns are clean-up of the educational plan.

Trustee McNicholas expressed her personal views on pro-parent choice and pro-STEM and upon reviewing the petition, she expressed disappointment regarding the lacking of a STEM plan and technology plan. Trustee McNicholas moved to approval of staff recommendation to deny the petition, seconded by Trustee Jones.

Trustee Alpay stated OCASA is unique since it requested its own facility. Assuming they are approved by the County, they will have a Prop 39 request and be on a District campus. The Board has until December 19 to accept or reject the petition unless the Board mutually agrees to extend. President Hanacek responded stating most charter schools proceed with Prop 39. Trustee Reardon surmised the District staff evaluated the petition based on the District's standard models and stated he sees 2 options; (a) deny the petition and it will proceed to the County; or (b) nurture the petition to fruition. He expressed concerns of the petition going forward to the County and the District surrendering oversight.

Trustee Jones stated her decision would not be based on what the County will do and suggested OCASA revise its petition to be more comprehensive.

Trustee Pritchard stated his concerns if the petition goes to the County and weighed out the ramifications of a 3-3-1 vote. Attorney Mark Bresee advised the Board must take action within sixty days of the submission of the petition and suggested the Board may continue the item to a special meeting, when all Board members are present.

Mr. Kapil Mathur voiced his preference to keep the petition within the District. Trustee Reardon inquired if the due date of the petition can be extended by mutual agreement through an MOU. Superintendent Vital reminded the Board of Dr. Burch's report wherein he stated the Petition does not have a clear theory of action.

Trustee McNicholas did not expect the petition to be perfect; however, it should be reasonably comprehensive. She called for the vote. Trustee Alpay requested clarification if the Board submits a 3-3-1 vote. Superintendent Vital responded with 2 options: (1) set a Special Meeting of the Board wherein all Board members are present to vote; or (2) upon sixty days after submission of the petition, based upon a

3-3-1 vote, the action will be considered a constructive denial.

Mr. John Roach suggested an alternative for the charter by placing it at an under-enrolled school.

Trustee Jones withdrew second to deny the petition and motioned to continue this item to a Special Meeting on or before the expiration of the sixty days.

After discussion amongst Trustees, Trustee McNicholas restated her original motion to adopt Resolution 1516-30 to approve the Resolution, seconded by Trustee Hanacek. By a 3-3-1 vote, motion to approve the Resolution to deny the Petition for the Orange County Academy of Sciences and Arts Charter School. Therefore, it is understood (at the expiration of sixty days after submission of the Petition), to be a constructive denial of the Petition and staff will provide notice to OCASA of the denial.

ROLL CALL:

AYES: Trustees Hanacek, Jones and McNicholas
NOES: Trustees Reardon, Pritchard and Alpay
ABSENT: Trustee Hatton-Hodson
ABSTAIN: Student Advisor Sorensen

After discussion amongst Trustees, it was moved by Trustee McNicholas, seconded by Trustee Jones to move forward to Item 9. By a 3-3-1 vote, Motion becomes a constructive denial.

AYES: Trustees Hanacek, Jones and McNicholas
NOES: Trustees Reardon, Pritchard and Alpay
ABSENT: Trustee Hatton-Hodson

Trustee Reardon motioned to schedule a Special Meeting when all Trustees of the Board can be present to vote on this item on or before December 19. Trustee Alpay inquired if a telephone call to the absentee Trustee to schedule a Special Meeting was prudent.

After discussion amongst the Trustees, it was moved by Trustee Alpay, Seconded by Trustee Reardon and motion carried by a 6-0-1 vote for a 5 minute recess to contact the absentee Trustee.

Break

AYES: Trustees Hanacek, Jones, McNicholas, Reardon, Pritchard and Alpay
NOES: None
ABSENT: Trustee Hatton-Hodson

It was moved by Trustee Alpay, seconded by Trustee Pritchard and motion carried by a 6-0-1 vote to close the debate regarding the petition for Orange County Academy of Sciences and Arts Charter School and to cancel scheduling a future Special Meeting regarding this item.

**Continued: Petition
for Orange County
Academy of
Sciences and Arts
Charter School**

240 of 463

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard and Reardon **Agenda 8**
NOES: None
ABSENT: Trustee Hatton-Hodson

It was moved by Trustee Reardon, seconded by McNicholas and motion carried by a 6-0-1 vote to extend the Board meeting ending time from 11:00 p.m. to 12:00 a.m. **Extend Board Meeting to Midnight**

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard and Reardon
NOES: None
ABSENT: Trustee Hatton-Hodson

It was moved by Trustee McNicholas, seconded by Trustee Reardon, and motion carried by a 6-0-1 vote to move Agenda Item 14 after Agenda Item 8.

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard and Reardon
NOES: None
ABSENT: Trustee Hatton-Hodson

President Hanacek introduced Mr. John Roach. Mr. Roach stated he was back for approval with the requested revisions.

**Board Policies
0410; 4030; 5180
Nondiscrimination
Agenda Item 14**

The following speaker addressed the Board:

- *Danielle Serio advised Board of the importance of this Policy to be updated as soon as possible and requested the Board's approval.*

Trustee Alpay suggested one modification of this policy by deleting "CSBA Publication" at the end of the document, they are not controlling authority.

It was moved by Trustee Alpay, seconded by Trustee McNicholas and motion carried by a 6-0-1 vote to approve Board Policies 0410, *Nondiscrimination In District Programs and Activities*; 4030, *Nondiscrimination in Employment*; and 5180, *Nondiscrimination*, as amended above.

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard and Reardon
NOES: None
ABSENT: Trustee Hatton-Hodson

President Hanacek introduced Mr. Hampton, who stated State law requires the District to conduct annual audits by state-certified independent auditors. Mr. Hampton introduced Auditor, Shilo Gorospe, to summarize the audit. She stated there were no significant findings and overall it was a clean report.

**Annual Financial
Reports, Fiscal Year
End 6/30/2015
Agenda Item 9**

It was moved by Trustee Pritchard, seconded by Trustee Reardon and motion carried by a 6-0-1 vote to receive the Districts and Community Facilities Districts Annual Financial Reports for the Fiscal Year Ending June 30, 2015, as presented.

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard and Reardon
NOES: None
ABSENT: Trustee Hatton-Hodson

Due to the late hour and number of Blue Cards remaining, it was moved by Trustee Alpay, seconded by Trustee Pritchard and motion carried by a 6-0-1 vote, to move the following Agenda Items sequentially behind Agenda Item 9: Agenda Items 13, 16, 30 and 38.

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustee Hatton-Hodson

President Hanacek introduced Dr. Susan Holliday to present this item. Dr. Holliday announced revisions to the Policy were made pursuant to previous Board meetings and staff recommendations.

**Board Policy: 5119
School of Choice
Agenda Item 13**

The following speaker addressed the Board:

- *Michelle Ploessel-Campbell, a citizen, thanked the Board for their efforts.*

Trustee Jones requested revisions to delete the “lottery priority criteria” language. Dr. Holliday agreed with the suggested deletion.

Trustee McNicholas requested clarification regarding the strict prohibition of non-assigned students to utilize busses when space is available. Mr. Hampton responded by stating non-assigned students taking the bus increases liability. Trustee McNicholas argued the liability issue and she would approve the policy if the word “strictly” was deleted from the policy. Mr. Hampton suggested exploring the issue with legal counsel.

Dr. Susan Holliday suggested the following revisions to finalize and clean-up the Policy: delete the language “followed by lottery” shown on the bottom of page 2; consistently define the term “Language Immersion Program”; and use defined terms consistently throughout the policy. After discussion amongst the Trustees, the language of strict prohibition of bus transportation will remain in the policy for now; however, legal counsel will review the liability issue and bring back to the Board at a future meeting as a subsequent action if needed.

It was moved by Trustee Alpay, seconded by Trustee Reardon and motion carried by a 5-1-1 vote to approve Board Policy 5119, *School of Choice*, as amended above.

AYES: Trustees Alpay, Hanacek, Jones, Pritchard and Reardon
NOES: McNicholas
ABSENT: Trustee Hatton-Hodson

President Hanacek introduced Dr. Holiday to present this item. Dr. Holliday stated staff developed a unique program for kindergarten enrollment, as result of language immersion and IB programs moving out of School Choice, and requested comments from the Board.

**Board Policy
5111.5, Language
Immersion and IB
Admissions
Agenda Item 16**

The following speakers addressed the Board:

- *Scott Howell, a citizen, questioned the Policy and stated the Policy is not written just for kindergarten students, but for older students, as well. He requested the policy is re-worded to cover kindergarten students only or to include current 4th - 8th grade students be allowed to grandfather into the programs.*
- *Karen Howell, a citizen, addressed equity of the immersion programs between schools. She is shocked and disappointed with the mandatory feeder patterns and questioned the Board's "hidden" agendas. She requested feeder patterns be removed for students graduating up to year 2020.*

Trustee Reardon suggested the language of the feeder patterns may need to be revisited. In addition, Trustee Reardon questioned whether students of District Employees are given priority of school attendance and stated Board Policy 5111.5, *Language Immersion and International Baccalaureate Admissions*, should be consistent with Board Policy 58119, *School of Choice*.

Trustee McNicholas questioned if the Policy can be brought back after the January Board meeting and allow kindergarten registration to go forward in the meantime.

Superintendent Vital suggested writing an administrative regulation to accommodate language immersion students. Board Policy 5111.5, *Language Immersion and International Baccalaureate Admissions* will be brought back for discussion in January.

President Hanacek moved forward Item 30 from the Consent Calendar.

**Internship CSU San
Marcos
Agenda Item 30**

The following speaker addressed the Board:

- *Michelle Ploessel-Campbell, a citizen, requested the Board to approve this item.*

It was moved by Trustee Alpay, seconded by Trustee Jones and motion carried by a 6-0-1 vote to approve the Internship Contract Agreement with California State University San Marcos.

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustee Hatton-Hodson

President Hanacek moved forward Item 38 from the Consent Calendar.

**Resolution No.
1516-23
Easement San
Clemente
Agenda Item 38**

President Hanacek introduced Mr. Clark Hampton to provide an overview for this item. Mr. Hampton stated the easement provides protection for the trees in the City of San Clemente Verde Park.

The following speaker addressed the Board:

- *Patricia Holloway, a citizen, requested the Board to convey the easement only if the City of San Clemente is required to: (a) maintain the status quo; (b) obtain approval to remove unhealthy trees, if necessary, and not for the purpose of clearing obstructed views of residents.*

Trustee Alpay stated this item was previously tabled indefinitely to assure the ad hoc committees and City could meet to discuss. Procedurally, pursuant to Section 11 of *Robert's Rules of Order*, this item should not be considered at this time and confirmed the Resolution does not maintain the status quo.

It was moved by Trustee Alpay, seconded by Trustee Reardon and motion carried by a 6-0-1 vote to continue Resolution No. 1516-23; Easement to the City of San Clemente, indefinitely.

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustee Hatton-Hodson

Trustee Alpay left the meeting at 11:51 p.m.

It was moved by Trustee Jones, seconded by Trustee McNicholas to extend the Board meeting past midnight and motion carried by a 5-0-2 vote to continue the Board Meeting past midnight.

**Extend Board
Meeting past
Midnight**

AYES: Trustees Hanacek, Jones, McNicholas, Pritchard and Reardon
NOES: None
ABSENT: Trustees Hatton-Hodson and Alpay

President Hanacek suggested moving Agenda Item 10 after Consent Calendar Item 38.

It was moved by Trustee Hanacek, seconded by Trustee McNicholas and by a 5-0-2 vote, motion carried to hear Agenda Item 10 next.

AYES: Trustees Hanacek, Jones, McNicholas, Pritchard and Reardon
NOES: None
ABSENT: Trustees Hatton-Hodson and Alpay

President Hanacek recognized Mr. Hampton to introduce this item. Mr. Hampton stated he formerly presented the economic outlook to the Board and illustrated the key items of the projected economic outlook, interim report and revenue and expenditure increases/decreases.

**Certification 2015-2016 Interim Report; Adoption of Resolution 1516-25; 2015-2016 Revenue and Expenditure Increases / Decreases
Agenda Item 10**

It was moved by Trustee McNicholas, seconded by Trustee Jones and by a 5-0-2 vote, motion carried to approve the Staff Interim Report with positive certification for the 2015-2016 First Interim Report and Adoption of Resolution No. 1516-25, 2015-2016 Revenue and Expenditure Increases/Decreases.

ROLL CALL:

AYES: Trustees Hanacek, Jones, McNicholas, Pritchard and Reardon
NOES: None
ABSENT: Trustees Hatton-Hodson and Alpay

It was moved by Trustee McNicholas, seconded by Trustee Jones and motion carried by a 5-0-2 vote to approve to approve staff recommendations of the Final Wildly Important Goals.

**WIGS
Agenda 11**

AYES: Trustees Hanacek, Jones, McNicholas, Pritchard and Reardon
NOES: None
ABSENT: Trustees Hatton-Hodson and Alpay

Trustee Pritchard recused himself.

President Hanacek introduced Mr. Hampton to introduce this item. Mr. Hampton stated there are no assets and no activity on this item.

**Resolution No. 1516-27, Capistrano Unified Public Financing Authority
Agenda Item 15**

It was moved by Trustee Reardon, seconded by Trustee Jones and motion carried by a 4-0-2-1 vote to approve staff recommendation of Resolution No. 1516-27, Resolution of the Board of Directors of the Capistrano Unified Public Financing Authority Terminating the Joint Exercise of Powers Agreement which established Capistrano Unified Public Financing Authority.

ROLL CALL:

AYES: Trustees Alpay, Hanacek, Jones, McNicholas and Reardon
NOES: None
ABSENT: Trustees Hatton-Hodson and Alpay
ABSTAIN: Trustee Pritchard

President Hanacek introduced Superintendent Vital to introduce this item. Superintendent Vital stated Items 17 and 18 were important because she would be out of the District. She reminded of changes to the title not changes to the policy and requested the Board's approval.

**Board Policy 2111, Assistants to CAO
Agenda Item 17**

It was moved by Trustee Reardon, seconded by Trustee McNicholas and motion

carried by a 5-0-2 vote to approve revisions to Board Policy 2111, *Assistants to the Chief Administrative Officer*.

AYES: Trustees Hanacek, Jones, McNicholas, Pritchard and Reardon
NOES: None
ABSENT: Trustees Hatton-Hodson and Alpay

Superintendent Vital requested of approval of Board Policy 2210, and noted a typographical error of the word “designated” vs “designed”.

**Board Policy 2210,
Administrative
Leeway
Agenda Item 18**

It was moved by Trustee Jones, seconded by Trustee McNicholas and motion carried by a 5-0-2 vote to approve revisions to Board Policy 2210, *Administrative Leeway in Absence of Governing Board Policy*.

AYES: Trustees Hanacek, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustees Alpay and Hatton-Hodson

Superintendent Vital stated there were no significant changes.

**Board Policy 5162,
Administering
Medication
Agenda Item 19**

It was moved by Trustee Jones, seconded by Trustee McNicholas and motion carried by a 5-0-2 vote to approve revisions to Board Policy 5162, *Administering Medication*.

AYES: Trustees Hanacek, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustees Alpay and Hatton-Hodson

President Hanacek introduced Dr. Susan Holliday. Ms. Holiday stated, based on Trustee feedback, the language to the Policy has been updated.

**Board Policy 5111
Admissions
Agenda Item 20**

Trustee Jones inquired whether immigrants are required to have identification and asked Dr. Holliday to research the matter.

It was moved by Trustee Jones, seconded by Trustee Pritchard and motion carried by a 5-0-2 vote to approve revisions to Board Policy 5111, *Admissions*.

AYES: Trustees Hanacek, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustees Alpay and Hatton-Hodson

President Hanacek recognized Dr. Susan Holiday. Dr. Holiday stated, based on Trustee feedback, the language to the Policy has been updated.

**Board Policy 5111.1
District Residency
Agenda Item 21**

It was moved by Trustee Reardon, seconded by Trustee Jones and motion carried by a 5-0-2 vote to approve revisions to Board Policy 5111.1, *District Residency*.

AYES: Trustees Hanacek, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustees Alpay and Hatton-Hodson

President Hanacek recognized Dr. Susan Holliday. Dr. Holiday stated, based on Trustee feedback, the language to the Policy has been updated.

**Board Policy 5118
Interdistrict Attendance Agreements
Agenda Item 22**

It was moved by Trustee Reardon, seconded by Trustee McNicholas and motion carried by a 5-0-2 vote to approve revisions to Board Policy 5118, *Interdistrict Attendance Agreements*.

AYES: Trustees Hanacek, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustees Alpay and Hatton-Hodson

President Hanacek introduced Mr. John Roach. Mr. Roach stated, based on Trustee feedback, the language to the Policy has been updated and staff recommends approval.

**Board Policies 1312.1; 1312.2; 1312.3 Uniform Complaint Procedures
Agenda Item 23**

It was moved by Trustee McNicholas, seconded by Trustee Jones and motion carried by a 5-0-2 vote to approve Board Policies 1312.1, *Complaint Procedures*; 1312.2, *Complaints Concerning Instructional Materials*; and 1312.3, *Uniform Complaint Procedures*.

AYES: Trustees Hanacek, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustees Alpay and Hatton-Hodson

President Hanacek recognized Mr. John Roach. Mr. Roach stated staff recommends approval.

**Board Policies 4119.11; 4219.11; 4319.11
Sexual Harassment
Agenda Item 24**

It was moved by Trustee Reardon, seconded by Trustee Jones and motion carried by a 5-0-2 vote to approve Board Policies 4119.11; 4219.11; 4319.11, *Sexual Harassment*.

AYES: Trustees Hanacek, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustees Alpay and Hatton-Hodson

President Hanacek introduced Dr. Susan Holliday. Dr. Holiday provided a summary of the Policy and stated staff recommends approval.

**Board Policy 5174
Married, Expectant, Parenting Students
Agenda Item 25**

Trustee Reardon requested the language “parenting students” be modified to read “students who are parents.” Dr. Holliday responded the language will be revised.

President Hanacek asked Trustees for items they wished to pull from the Consent Calendar. No items pulled.

CONSENT CALENDAR

It was moved by Trustee Jones, seconded by Trustee McNicholas, and motion carried by a 5-0-2 vote to approve the Consent Calendar and move the balance of calendar items:

Consent Calendar

ROLL CALL:

AYES: Trustees Hanacek, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustees Hatton-Hodson and Alpay

It was moved by Trustee Jones, seconded by Trustee Reardon and motion carried by a 5-0-2 vote to adjourn the meeting.

Adjournment

AYES: Trustees Hanacek, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustees Hatton-Hodson and Alpay

President Hanacek announced the meeting adjourned at 12:15 a.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Colleen Hayes, Manager IV, Superintendent's Office

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
JANUARY 27, 2016
EDUCATION CENTER – BOARD ROOM

President Hanacek called the meeting to order at 5:30 p.m.

Call to Order

President Hanacek announced all speakers will be heard on Closed Session Items 3C.

**Public Comments
on Closed Session**

The following speakers addressed the Board:

- *Adele, requested full site of Crown Valley for the Community Roots Charter School.*
- *Greg Mosser, legal counsel for Community Roots, requested full site and control of the Crown Valley campus.*

**Adjourn to
Closed Session**

At 5:07 p.m. the Board recessed to closed session to discuss: Conference with Legal Counsel – Anticipated Litigation; Student Expulsion Stipulation Agreement; Conference with Real Property Negotiators; Public Employee Appointment; Employee Discipline/Dismissal/Release; and confer with Labor Negotiators. The regular meeting of the Board reconvened to open session and was called to order by President Amy Hanacek at 7:05 p.m.

ROLL CALL:

PRESENT: Trustee Alpay, Hanacek, Jones, McNicholas,
Pritchard, Reardon and Student Advisor, Elizabeth Sorensen

ABSENT: Lynn Hatton-Hodson

The Pledge of Allegiance was led by, Meg Ervais, Principal of Junipero Serra High School.

**Pledge of
Allegiance**

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 Jones, seconded by Trustee McNicholas and by a 6-0-1 vote, motion carried to adopt the Board Agenda.

**Adoption of the
Board Agenda**

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard and Reardon
NOES: None
ABSENT: Trustee Hatton-Hodson

President Hanacek reported the following action taken during closed session:

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

Agenda Item 3 A – Conference with Legal Counsel:

Trustees gave direction to staff.

Agenda Item 3 B – Student Expulsions:

The Board voted 6-0-1.

Agenda Item 3 C1 and Item 3 C2 – Conference with Real Property Negotiators:

The Board gave direction to Staff.

Agenda Item 3 D – Public Employee Employment/Appointment:

The Board voted 5-0-2 (with Trustees Alpay and Hatton-Hodson absent) to Appoint Dr. Susan Holliday Assistant Superintendent, Education Services.

Agenda Item 3 E – Public Employee Discipline/Dismissal Release:

The Board voted 6-0-1 (with Trustees Hatton-Hodson absent).

Agenda Item 3 F – Conference with Labor Negotiators.

The Board will reconvene to Closed Session after the Regular Session Meeting is complete.

Associated Student Body Report – Junipero Serra High School:

*Morgan Stanley, Jennifer Gallardo and Ryan Sheridan - Student Body Leadership J. Serra High School
Meg Ervais, Principal, Junipero Serra High School*

**Special
Recognitions**

Ms. Elizabeth Sorensen recognized Ms. Ervais. Ms. Ervais introduced students, Jennifer Gallard and Ryan Sheridan. Ms. Gallard discussed the school's partnership with the South Coast Regional Occupation Program (ROP) which provides medical field certifications upon completion; she also announced Saddleback College is providing campus enrollment at the high school. Mr. Sheridan reported senior students are the first with 1:1 Google Chromebooks in CUSD, with 100% of teachers in attendance for training. He stated he is looking forward to prom and graduation ceremonies.

Extra Milers:

Barbara Lindsey, Department Administrator for Plastic General Surgery and Urology, Kaiser Permanente, Irvine

President Hanacek introduced Ms. Patty Romo. Ms. Romo announced Barbara Lindsey, Department Administrator at Kaiser Permanente and stated Ms. Lindsey's contributions. She shared the importance of the Career Technical Education (CTE) program by providing students with many hands-on opportunities available at Kaiser Permanente, such as working with patients in the phlebotomy lab.

Learning in Capo Spotlight:

Collaborative learning: The Dana Hills High School Health and Medical Occupations (HMO) Academy and their collaboration and internship program with Kaiser Permanente in Irvine.

Ms. Romo presented a power point presentation outlining the Health and Medical

Occupational Academy at Dana Hills High School. Their partnership with Kaiser Permanente and South Coast ROP provides students in CTE courses and reports 87% of graduates are working in the medical field 6 months after graduation. The program provides academic and career integration with an innovative educational experience and supports *WIG 1*. They are adding several new courses and are including new pathway courses after school. Ms. Romo named the dedicated teachers and their accomplishments. She also shared a video of students.

Ms. Romo introduced Steven, a student at Dana Hills High School. After thanking family and instructors at Kaiser Permanente, he shared his experience at Kaiser Permanente. He shared the realization of his potential to make a difference and contribute to society. He expressed that the HMO shaped his future goals and helped him realize his desire to be a physician.

Ms. Romo introduced Jennifer, a Junior at Dana Hills High School. After thanking everyone involved in the program, she shared her experience in the oncology internship at Kaiser Permanente. She stated her hands-on experience to help patients and admitted the HMO prepared her for a real-world job in the medical field.

Ms. Romo introduced Larissa, a Junior at Dana Hills High School. She shared her desire to be a part of the medical field from a young age. She participated in the pathology internship program at Kaiser Permanente. She shared her experience of viewing tumors and various specimens. She appreciated the experience which provided her a clearer picture of her interests.

Ms. Romo thanked the Board for the wonderful program.

President Hanacek welcomed family representatives for attending and introduced Superintendent Vital.

**Board and
Superintendent
Comments**

Superintendent Vital reported her attendance at the Southern California Superintendent's luncheon; a solo and ensemble concert featuring Aliso Niguel High School Orchestra students, Serra High School's 2nd quarter graduation, Aliso Niguel High School, Malcom Elementary, our Parent Advisory Council meeting and the kickoff of CUSD's Leadership Academy. She reported the Board will vote tonight on the \$3.2 Million dollar grant to support and expand the Pathways Programs for high school, with more to come.

Superintendent Vital discussed the Oversight School Facilities Finance committee and plans to pursue a district wide general fund. She introduced the MTSS plan (Multi-Tiered System of Support) designed to improve academic performance with the District's investment in thirty new counselors to provide counseling in various areas.

Superintendent Vital discussed the Language Immersion policy and stated current families in the program are guaranteed enrollment in a Language Immersion school of their choice, pending available space; the feeder patterns will be discussed at February 10 meeting and explained the implementation of the feeder patterns will be a 5-year transition plan to support our existing families in the programs.

Superintendent Vital addressed the concerns of students at BAMS with fewer choices

of electives due to zero period classes; however, there are no changes planned for the schedule.

Superintendent Vital congratulated Dr. Susan Holliday for her appointment to Assistant Superintendent, Education Services.

Trustee McNicholas stated she was proud of the students enrolled in the Pathways Program.

Trustee Jones stated she was proud of students that spoke tonight. She expressed ROP is for everyone and proposed CTE be added to the list of requirements for college. Superintendent Vital thanked her for serving as President of the ROP Board.

Trustee Alpay expressed concerns of lengthy Board meetings and suggested the Board follow Board Policy 1120, *Governing Board Meetings*; stating meetings are conducted for accomplishing District business. Trustee Alpay requested the Board consider Board Policy 1100, *Communication with the Public*. He questioned the appropriateness of District business. Superintendent Vital stated she spoke with Vice President Reardon about the issue.

President Hanacek announced all speakers will be heard for oral comments.

**Oral
Communications**

The following speakers addressed the Board:

- *Ami Barrett, Member of the Language Immersion Advisory Committee, Discussed her support of the feeder program and provided results of a parent survey (197 parents of 200 families); discussed desires of parents: (a) easy freeway access (b) ease of drop-off/pick up; and (c) IB program.*
- *Sally White, represented San Clemente family of schools. She thanked her outstanding teachers. She shared the need for competitive substitute pay; stated Irvine School District is opening new schools attracting new teachers; teachers need to feel valued and paid to support their families.*
- *John Rosser, Math teacher at Dana Hills High School, stated his support to raise the salary of substitute teachers; stating the District should increase the neglected teacher's salaries.*
- *Lynn Smith, expressed her delight with the new Performing Visual Arts Coordinator and stated it was an exciting time for the arts in the District.*
- *Michelle Ploessel-Campbell Spoke of assemblies of the Pacific Symphony, and provided an invitation to concert.*
- *Nona Reimer, addressed hard-work of colleagues and stated many teachers are overworked and committed to student success. However, they cannot succeed without the recruitment of new teachers and market-rate salaries to the deserved teachers because hard work should be compensated.*
- *John Bibeau, father of 3 children complained of lice infestation at school and stated he was told by staff there is a no-nit policy. Students cannot be sent home with nits, lice must be live and active to be sent home. Requested the District to adopt a no-nit policy, similar to Irvine School District's policy and minimize head lice to ensure unaffected students will remain in attendance at school.*

PUBLIC HEARING

President Hanacek announced the Public Hearing open at 8:14 p.m. to hear Pupil-to-Teacher Ratio Waiver Request for Capistrano Connections Academy Charter School.

With no public speakers present, President Hanacek declared the Public Hearing closed at 8:15 p.m.

**Public Hearing:
Pupil-to-Teacher
Ratio Waiver
Request For
Capistrano
Connections
Academy Charter
School:
Agenda Item 1**

DISCUSSION/ACTION ITEMS

President Hanacek recognized Dr. Susan Holliday who provided a summary.

It was moved by Trustee Reardon, seconded by Trustee McNicholas and motion carried by a 6-0-1 vote to approve the Pupil-to-Teacher Ratio Waiver Request For Capistrano Connections Academy.

AYES:	Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard, and Reardon
NOES:	None
ABSENT:	Trustee Hatton-Hodson

**Pupil-to-Teacher
Ratio Waiver
Request For
Capistrano
Connections
Academy:
Agenda Item 2**

President Hanacek recognized Dr. Holliday, who reported the Policy updated to reflect trustee changes, and outlined admissions and enrollment processes of incoming kindergarten students. She admitted inconsistencies between sites but stated new policies are developing. The Policy eliminates School of Choice needs of applications for Language Immersion or International Baccalaureate programs for middle school and high school students. The Policy will help define the new feeder patterns. All current Language Immersion students will be offered the opportunity to continue without School Choice. Item will returned for February 10 Board meeting to address feeder patterns.

**Second Reading –
Revisions To
Board Policy
5111.5, Language
Immersion And
International
Baccalaureate
Admissions
Agenda Item 3**

The following speakers addressed the Board:

- *Sean Hutchison, illustrated his Spanish skills from the Language Immersion program and expressed appreciation for the value of the program.*
- *Seana Hutchison, thanked the Board and stated the transition plan is vague. Stated (a) the importance to give parents a School Choice because high schools are unique; (b) Language Immersion students should have priority of the feeder program of choosing a high school due to the 13 year commitment students make in the program. She stated the need for a dedicated Language Immersion Representative.*
- *Scott Howell, citizen, Dana Point, asked if grandfathered clause can be iron-clad, specifically to ensure the students coming out for the next few years have the opportunity to go to San Juan Hills High School. He requested a “guaranteed” choice and not a choice, “only, if space permits.” He relied on District policies when his children joined the program.*
- *Aubrey Howell, illustrated skills learned in Spanish Immersion. Asked that*

future students be allowed to attend the high school of their choice.

- *Karen Howell, stated policy does not assure access to high school with caveat “if space permits” Asked for full time District representative that has knowledge of the immersion program.*
- *Jeff Steinmetz thanked previous speakers. Addressed need for bi-lingual teachers, who can teach more than Spanish, stated programs don’t have the staffing to meet the current needs.*

Trustee McNicholas questioned Dr. Holliday about the policy feeder patterns. Trustee McNicholas (1) confirmed that current immersion students need to be priority over school of choice; and (2) questioned grandfather clause – 5 year feeder. She stated she wants to invest in the program, recommends a dedicated person to support programs.

President Hanacek shared her vision of students and wants to keep flexibility in program.

Trustee Reardon discussed feeder patterns for Language Immersion students. He stated the program is lacking a coordinator function and supports the need of a coordinator. Flexibility is needed in the District, particularly at elementary level, to ensure proper ratio of students in classes and is concerned the feeder pattern will overcrowd programs.

President Hanacek responded stating there is a balance of students attending nearby schools. Dr. Holliday responded they are looking into options to address the feeder pattern issue. Reardon responded attendance boundaries should be considered. He stated there shouldn’t be an attendance boundary when immersion is only open to kinder students.

Trustee McNicholas questioned attendance boundaries. Trustee Alpay commented on his concern regarding clustering in higher levels.

Trustee Jones stated there are boundaries surrounding the Language Immersion schools. Siblings, after grandfather clause expires, will still have sibling priority. Stated differences of high school programs and wants to improve programs.

Trustee Alpay asked about students being grandfathered – can’t support adopting Policy based on the missing grandfather policy alone. Stated concerns of feeder patterns. Wants the 5 years reconsidered so that siblings have priority to follow at the same high school. Doesn’t understand transition period. Wants greater clarity.

Trustee Reardon questioned timing issues. President Hanacek asked if the item can be moved to the February 10 Board Meeting. Dr. Holliday requested the option to enroll students that want to matriculate to other schools, based on surveys received, staff will need time to staff schools. Trustee Reardon questioned when School of Choice opens. Dr. Holliday responded School of Choice opens February 1, 2016.

Superintendent Vital suggested splitting discussion items: (1) feeder pattern to get to matriculation and reiterated the goals was to provide a home school for the 13 years; (2) suggested needed language to identify grandfathering clause; stated need of balance between English models and Spanish models.

Reardon stated a need for balance and a mechanism to protect the program if students shift around which conflicts with feeder patterns.

Trustee Jones stated feeder programs are important. President Hanacek agreed feeder patterns are important so students know where they are attending.

Trustee Pritchard questioned if you needed a minimum GPA to allow students to continue. Trustee Alpay argued against the minimum GPA. President Hanacek agreed.

Trustee McNicholas wants to provide students more choices; suggests a matrix for options and remove feeder patterns. Superintendent Vital wants to run the budget for classes in the twenties. Trustee Jones stated dual credential teachers are more expensive.

Superintendent Vital suggests reviewing feeder patterns, trend data, language of grandfathering in current kindergarten and how we can achieve. Trustee Jones addressed Dr. Holliday's concerns to allow kindergarten enrollment and suggested Superintendent Vital use discretion to permit kindergarten enrollment.

Superintendent Vital asked the Board to pass a policy during February 10th Board Meeting.

President Hanacek summarized the element of the cost and stated the item will be discussed at the February 10th Board meeting. Trustee Jones argued "grandfathering" not sustainable for more than 5 years. Trustee Pritchard stated parents need promotional items outlining programs.

President Hanacek recognized Dr. Holliday, who reported on the Policy and reported the language was updated in Board Policy 5174, *Married, Expectant, Parenting Students*.

Trustee Alpay suggested one edit. Dr. Pritchard suggested the following language "pregnant students."

After discussion amongst Trustees, it was moved by Trustee Alpay, seconded by Trustee McNicholas and motion carried by a 6-0-1 vote to approve Revisions to Board Policy 5174, *Married, Expectant, Parenting Students*, as amended.

AYES:	Trustees Hanacek, Jones, McNicholas, Reardon, Pritchard and Alpay
NOES:	None
ABSENT:	Trustee Hatton-Hodson

President Hanacek motioned to waive the maximum time limit of 3 minutes and extend the time limit to 5 minutes to allow Dawn Urbanek, a citizen, the opportunity to present a power point presentation on this item.

The following speaker addressed the Board.

**Second Reading –
Revisions To
Board Policy
5174, Married,
Expectant,
Parenting
Students
Agenda Item 4**

**Citizens Request
for Agenda Item:
Funding for Arts
And Music:
Agenda Item 5
255 of 463**

- *Ms. Dawn Urbanek presented a power point presentation stating there are no content standards according to CDE. She disagrees with the California Department of Education, stating embedding art and music in the classroom is unsatisfactory.*

Dr. Holliday thanked Ms. Urbanek for her research. Dr. Holliday announced the standards for each grade and how much time the District allocates for art and music in the classroom. Dr. Holliday thanked Neil Anderson, new coordinator of the Visual and Performing Arts (VAPA) programs.

Trustee McNicholas questioned if funding was cut for outside arts and music teachers. Dr. Holliday needed to research the item. Trustee McNicholas asked when were staff music and art teachers paid by the District. Art and music were cut in 2010.

President Hanacek asked Dr. Holliday if an audit had been conducted. Trustee Jones stated even though there is no specific art teacher, class room teachers are teaching art and music. Trustee Reardon thanked the PTA's efforts for their continuing support of art and music. Trustee Pritchard questioned if the music teacher is required to be dual-credentialed. President Hanacek commented on equity amongst the District schools and thanked Ms. Urbanek for her presentation.

President Hanacek introduced Mr. Clark Hampton to present this item. Mr. Hampton illustrated a power point presentation and discussed CFD Citizen's Oversight and Advisory Board and discussed the School Facilities & Finance Advisory committee.

Mr. Hampton introduced Mr. Keith Weaver. Mr. Weaver presented a narrow focus looking specifically at a bond measure and introduced additional recommendations in process.

Trustee McNicholas asked questions about the presentation; Mr. Hampton provided a response.

Trustee Reardon inquired about the CFD Citizens' Oversight Committee. A future update will be provided to Trustees.

President Hanacek stated there is a consensus to move forward and there is no need to vote.

Due to one of the Trustee's feeling ill, President Hanacek suggested moving Agenda Item 8 after Agenda Item 6.

It was moved by Trustee McNicholas, seconded by Trustee Pritchard, and motion carried by a 6-0-1 vote to move Agenda Item 8 behind Agenda Item 6.

AYES: Trustees Alpay, Hanacek, Jones, McNicholas, Pritchard and Reardon
NOES: None
ABSENT: Trustee Hatton-Hodson

**Implementation of
Recommendations
From Community
Committee On
School Classrooms
and Campus
Facilities:
Agenda Item 6**

President Hanacek recognized Katie Nunan, Director III, Personnel/Insurance and Risk Management, to present this item. Ms. Nunan reported pay rates of substitution teachers.

**Approval of
Substitute Daily
Rate of Pay
Increase:
Agenda Item 8**

Superintendent Vital asked Ms. Nunan if she can run additional data. Ms. Nunnan stated a model could not be prepared due to the fact the numbers are estimated. Superintendent Vital suggested staying with option 3 based on current budget and trend of burn rate.

Trustee Reardon suggested a 1st day pay rate for a substitute of \$115/day. Trustee McNicholas asked for Sally White to comment, and how to identify the “teacher” from “long-term sub.”

Trustee Alpay suggested \$115 to start, \$130 after day 11, and continue thereon, which is similar to the policy of Garden Grove District. Superintendent Vital requested clarity and requested Ms. Nunan to run additional numbers.

Trustee Pritchard advised that options 1, 2 3 are the only viable options. Trustee Jones reiterated policies of other Districts and requested additional data.

Superintendent Vital clarified the ideal scenario is a 2-tier effect, and limit increases to roughly 10%.

This Agenda Item will be brought back at the February 10, 2016 meeting.

Trustee Jones left the Board meeting at 10:29 due to illness.

President Hanacek recognized Mr. Hampton to present information on this item and answer any questions Trustees may have. Mr. Hampton reported a power point presentation (technical difficulty prevented presentation), regarding the Governor’s target and proposal of additional funds to schools. He cautioned to be careful making decisions prematurely.

**Governor’s
January Budget
Proposal For
Fiscal Year
2016-2017:
Agenda Item 7**

This is an information item only and no Board action is necessary.

President Hanacek introduced Mr. Hampton to present this item. Mr. Hampton explained the location of the property and explained the per square foot rate.

**Resolution No.
1516-32
Agenda Item 9**

A correction was noted in section 2.2, last part of first paragraph, should say December 21, 2016 not 2015.

Staff would like to amend page 6 of the School Facilities Mitigation Agreement between Capistrano Unified School District and 27 DBV Owner, LLC, specifically Section 2.2 to reflect the understanding between the parties, establishing December 31, 2016 instead of December 31, 2015 as the deadline for the completion of the proceedings.

It was moved by Trustee Reardon, seconded by Trustee McNicholas, and motion carried by a 4-1-2 vote to Approve Resolution No. 1516-32, Resolution of the Board Of Trustees of Capistrano Unified School District Authorizing the Execution of School Facilities Mitigation Agreement with 27 DBV Owner, LLC and Joint Community Facilities Agreement with City of Dana Point and 27 DBV Owner, LLC,

as amended.

ROLL CALL:

AYES: Trustees , Hanacek, McNicholas, Pritchard and Reardon
NOES: Trustee Alpay
ABSENT: Trustees Hatton-Hodson and Jones

President Hanacek introduced Rich Montgomery, Executive Director, Personnel Services/Compliance, to present information on this item and answer any questions Trustees may have.

**Board Policies
4111; 4211; 4311;
Recruitment,
Selection and
Appointment
Agenda Item 10**

This item will be brought back on the February 10, 2016 meeting for a second reading.

President Hanacek asked Trustees for items they wished to pull from the Consent Calendar. Trustee Alpay requested to pull item 21.

**Items Pulled from
the Consent
Calendar**

Staff noted a correction on Exhibit 17; the total of donations of funds is correct on the Agenda; however, on Exhibit 17, page 2, the total is incorrect and should be 184,074.61. Not all sales were captured in the summation function in the creation of the document.

CONSENT CALENDAR

It was moved by Trustee McNicholas, seconded by Trustee Reardon, and motion carried by a 4-1-2 vote to approve the Consent Calendar, with the removal of item 21, and move the balance of calendar items.

Trustee Alpay asked for background on Item 21 (regarding Frederic Woocher). He questioned why the District is paying double the hourly rate for an attorney in Los Angeles and stated the attorney-client contract is inconsistent with Board Policy. He stated if a conflict of interest exists, he does not support retaining Mr. Woocher's services.

Trustee McNicholas requested clarification for the need of the attorney in the same capacity Mr. Woocher served. Superintendent Vital stated Mr. Woocher provided invoices for a personnel matter in Spring 2015.

Trustee Hanacek advised Mr. Woocher previously provided services to the Board. She stated she did not have an objection.

Dr. Pritchard suggested a different attorney with expertise can be utilized and suggested someone should be maintained on retainer for confidential complaints.

Trustee Reardon suggesting finding a local attorney to represent the District. Superintendent Vital asked if an RFQ should be prepared and reviewed by candidates outside of the bench.

It was motioned by Trustee Alpay, seconded by Trustee McNicholas to move Item 21 to next Board Meeting for a Second Reading and motion carried by a 4-0-2 vote to move

Item 21.

Due to the late hour, it was moved by Trustee Reardon, seconded by Trustee McNicholas and motion carried by a 5-0-2 vote to extend the Board meeting past 11:00 p.m.

AYES: Trustees Alpay, Hanacek, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustee Hatton-Hodson and Jones

It was motioned to reconvene to closed session at 11:00 p.m. It was moved by Trustee McNicholas, seconded by Trustee Reardon and motion carried by a 5-0-2 vote to adjourn Closed Session.

**Adjournment to
Close Session**

AYES: Trustees Alpay, Hanacek, Jones, McNicholas and Reardon
NOES: None
ABSENT: Trustees Hatton-Hodson and Jones

President Hanacek reported the following action taken during closed session:

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

Agenda Item 3 F – Conference with Labor Negotiators.

Trustees gave direction to staff.

It was moved by Trustee McNicholas, seconded by Trustee Reardon and motion carried by a 5-0-2 vote to adjourn the meeting.

Adjournment

AYES: Trustees Hanacek, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustees Hatton-Hodson and Alpay

President Hanacek announced the meeting adjourned at 11:55 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Colleen Hayes, Manager IV, Superintendent's Office

CAPISTRANO UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 1516-48

Resolution of the Board of Trustees to Deny

The Charter Petition of the Global Business Academy

WHEREAS, pursuant to Education Code section 47607, subdivision (a), a petition for the grant of a charter shall be governed by the standards and criteria set forth in Education Code section 47605;

WHEREAS, on or about February 5, 2016, Ryan Cummins submitted a petition and supporting documentation to the Capistrano Unified School District (“District”) for the grant of a charter (“Petition”) to establish the “Global Business Academy” (“GBA”);

WHEREAS, on February 24, 2016, in accordance with Education Code section 47605, subdivision (b), the District’s Board of Trustees (“Board”) held a public hearing on the provisions of the charter to determine the level of support for the Petition by teachers employed by the school district, other employees of the school district, and parents;

WHEREAS, the Petition is now before the Board for final action on March 23, 2016, in accordance with Education Code section 47605, subdivision (b);

WHEREAS, in reviewing the Petition, the Board is cognizant of the intent of the Legislature that charter schools are, and should become, an integral part of the California educational system, and that the establishment of charter schools should be encouraged; and

WHEREAS, the Superintendent and/or her designees, have reviewed the Petition and supporting documentation submitted by Petitioner;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board, having fully considered and evaluated the Petition, hereby denies the Petition based upon the following findings:

1. The Petition presents an unsound educational program for the pupils to be enrolled in the charter school. [Ed. Code, § 47605, subd. (b)(1).]
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the Petition. [Ed. Code, § 47605, subd. (b)(2).]
3. The Petition does not contain reasonably comprehensive descriptions of all of the elements prescribed by law. [Ed. Code, § 47605, subd. (b)(5).]

4. The Petition provides insufficient information regarding the facilities to be used by the school. [Ed. Code, § 47605, subd. (g).]

5. The Petition provides insufficient information regarding the manner in which administrative services of the school are to be provided. [Ed. Code, § 47605, subd. (g).]

BE IT FURTHER RESOLVED AND ORDERED that the Board of the District hereby determines that the foregoing findings are supported by the following specific facts:

**THE PETITION DOES NOT CONTAIN REASONABLY COMPREHENSIVE
DESCRIPTIONS OF ALL OF THE ELEMENTS PRESCRIBED BY LAW**

1. Educational Program. [Ed. Code, § 47605, subd. (b)(5)(A).] The description of GBA's educational program is not reasonably comprehensive for reasons including, but not limited to the following:

(A) Curriculum and Instruction. The District has significant concerns regarding GBA's proposed curriculum and instructional program, which include, but are not limited to, the following:

(1) The Petition presents eight "key components" that comprise GBA's instructional program: The P21 Partnership for 21st Century Learning, Webb's Depth of Knowledge, Project Based Learning, Service Based Learning, Curriculum & Instructional Planning Based on Understanding by Design Model by Wiggins & McTighe, Flipped Classroom Model, Entrepreneurial Curriculum and Technology Infused Learning and Classrooms. While any one of these methodologies may independently have instructional benefit, it is unlikely that so many different approaches used in the manner set forth in the Petition would in fact benefit students.

(2) GBA states that it intends to utilize a "flipped classroom" model that relies heavily on technology. On pages 29 and 37, the Petition states that students who do not have Internet access at home "may stay at school and access their lessons during school hours, within their Advisory period or after school." According to the Bell Schedule on page 85 of the Petition, the Advisory period for grades 6-8 is only 20 minutes. The only other times available to students "during school hours" are the 15 minute nutrition period or the 30 minute lunch break. Therefore, students without Internet access at home would either have to forego their nutrition, lunch and Advisory periods and/or stay after school to access their lessons. This model cannot be realistically implemented and would place undue hardship on those students.

(3) On page 14 of the Petition, GBA states that "our curriculum goes beyond Common Core State Standards and California Content Standards...Through our partnership with UC Irvine, A-G classes and additional requirements (Classes required to be UC eligible) courses will be offered," but on page 57 of the Petition, it states "GBA strongly advises all students to complete the A-G requirements at the CSU level, and offers a course sequence that allows all

students to meet the UC recommended levels.” There is a material discrepancy between GBA’s stated mission and its implementation.

(4) On page 35 of the Petition, GBA states that it “will encourage all students to take computer programming and coding classes as well as exposure to hardware and software technology.” It is unclear whether GBA will be offering these courses itself or whether it will recommend that students take them from a different provider outside of school hours. Neither the “Course of Study” for grades 6-12 set forth on page 56 nor the “GBA High School Course Curriculum” provided on pages 62-64 includes this information. Page 63 merely indicates that GBA will offer an AP Computer Science course.

(5) The middle school Course of Study presented on page 56 of the Petition demonstrates a traditional separation of science instruction that is inconsistent with GBA’s expressed intention to provide an environment that allows for “[i]ntegrated and cross-curriculum study.” (Petition, p. 13.) In September 2013, the State Board of Education adopted the Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve (“CA NGSS”). GBA specifically states that its curriculum “goes beyond Common Core State Standards and California Content Standards and integrates an entrepreneurial thematic approach that ties the separate disciplines together into studies of the physical universe, the world of nature, and the human experience.” (Petition, p. 14.) Given its expressed intentions, it is unworkable for GBA to implement a traditional science sequence rather than a more integrated approach such as that presented by the CA NGSS.

(6) GBA presents a lengthy high school course curriculum on pages 62-64 of the Petition, but it is unclear whether those are online courses or whether they will be taught in a classroom with a teacher. GBA has not provided sufficient detail regarding its plan for offering such a large selection of courses.

(7) GBA’s high school course curriculum on pages 62-64 of the Petition references the ability of students to take languages such as French or Spanish, but Mandarin is required to graduate. It is unclear how students will be able to meet all other mandated criteria for UC admission and study another language while also complying with the Mandarin requirement.

(8) The Petition discusses its planned use of Acellus courses on pages 70-72, but it is unclear how expansive the course offerings for original credit will be. Additionally, although GBA states that it intends to utilize its Acellus courses as part of its Response to Intervention (“RTI”), they are not referenced on the schematic of the “RTI scale as implemented at GBA” presented on page 104 of the Petition.

(9) English Learners. Overall, the Petition demonstrates a lack of understanding of services for English Learners (“EL”) and about language acquisition in general. For example, the Petition fails to provide information as to how GBA will comply with state and federal regulations for identification, program placement, assessment, progress monitoring,

English Language Development (“ELD”) instruction or reclassification. Additionally, the section devoted to English Learners provides only general, nonspecific information. The course of study for grades 9-12 on pages 62-64 does not list ELD. ELD should be taught at all grade levels for EL students. It must be the core instruction for EL students, rather than a separate intervention or after school class. Further, ELD should be taught at the students’ language levels, rather than at their grade levels. It would be detrimental to an EL student to be forced to learn Mandarin, if it is not the student’s primary language, while at the same time learning English as a second language. The four categories identified at the bottom of page 92 demonstrate a lack of understanding of ELs, as the labels are unrelated to students’ language levels, but rather are deficit-oriented. On page 95, the Petition references an English Learner Master Plan, but it is not clear whether GBA will follow the District’s Master Plan for English Learners or whether it will develop its own. On page 160, the Petition states that “California English Language Development Test (CELDT/ELPAC) is a powerful diagnostic assessment of Spanish students’ reading abilities. The system provides an effective means of comparing students’ first language Spanish abilities with their developing second language English reading skills, enabling parents and teachers to best exploit those Spanish reading skills to further develop English reading skills.” Students are not identified as “Spanish students,” and the CELDT is administered initially to all potential EL and annually to all students identified as EL. The student’s primary language is not a factor.

(10) Special Education. On page 109 of the Petition, GBA states that “[t]he specific manner in which special education and related services will be provided and funded shall be set forth in a Memorandum of Understanding (“MOU”), delineating the respective responsibilities of GBA and the District, which MOU shall be executed at least six (6) months prior to the commencement of operation, or as otherwise agreed upon by the parties.” (Emphasis in original.) GBA states on page 6 of its Petition that its scheduled opening date is August 15, 2016. That date is less than five months away, and GBA will have insufficient time to enter into such an MOU. Additionally, GBA states that it will comply with all applicable laws regarding the implementation of Individualized Education Plans (“IEPs”), but does not include a description as to how it will do so. Further, it incorrectly places responsibility for planning for, scheduling and conducting IEP meetings on the District rather than on itself. On page 109, GBA states that it shall remain, by default, a public school of the District for purposes of special education pursuant to Education Code section 47641, subdivision (b), but that it “reserves the right to make written verifiable assurances that the Charter School shall become an independent LEA and join a SELPA pursuant to Education Code Section 47641(a) either on its own or with a grouping of charter school LEAs as a consortium.” However, the Petition does not provide any specific information regarding GBA’s application and/or status in joining a SELPA or identify a timeframe for prior written notice, if any, that will be given to the District before it makes that election. The Petition does not describe GBA’s specific plan to operate as its own LEA for special education if that election is later exercised. On page 116, GBA includes a section entitled “Special Education Strategies for Instruction and Services,” but it does not include any detail about processes that will be followed.

(11) Section 504. GBA includes a section discussing Section 504 of the Rehabilitation Act on pages 116-117 of the Petition, but does not include a procedure for when parents disagree with the Section 504 team's eligibility decision and/or Section 504 implementation. Parents should know what their rights are and must be given the contact information for the Office of Civil Rights, as that office is responsible for ensuring school compliance with Section 504. While the Petition acknowledges that GBA will be "solely responsible for its compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act," it fails to include any information regarding how GBA will resolve any complaints arising from those responsibilities. It fails to specify the procedures GBA will follow in handling complaints filed under Section 504, fails to designate the staff member(s) who will be responsible for handling such complaints and fails to provide any timelines for handling such complaints. These procedures are important, because while the District would be responsible for handling complaints filed under the IDEA, GBA would be solely responsible for handling complaints brought under Section 504 and/or the ADA. Additionally, GBA states that its Section 504 plans will be reviewed annually, but does not specify how they will be tracked and does not mention a reevaluation requirement that must occur every three years. Further, eligibility for Section 504 services must be clearly defined as a physical or mental impairment, meaning any physiological disorder or condition or any mental or psychological disorder which substantially impacts one or more major life activities. The Petition does not identify any major life activity other than "learning." Finally, the Petition states on page 117 that the final determination of whether the student will or will not be identified as a person with a disability is made by the Section 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. Parents should be invited to attend Section 504 meetings rather than simply receiving a letter stating whether or not their child qualified.

(B) References to a "Partnership" with University of California, Irvine. The District has significant concerns regarding GBA's repeated references to its "partnership" with the University of California, Irvine ("UCI"). GBA references this "partnership" on at least 13 occasions (pages 7, 10, 13, 14, 15, 36, 38, 45, 57, 77, 79 and 98, and on page 7 of Appendix E). GBA also attaches several letters of support from various individuals at UCI as exhibits to its Petition as evidence of the "partnership." The District has spoken with the individuals from UCI who provided those letters, and none of them intended their letters to evidence a partnership with GBA. Rather, the letters merely describe programs that UCI makes available to all schools in the District. For many years, UCI has provided the District with teacher professional development, teaching credential candidate placement, academic support and enrichment opportunities for K-12 students and guidance for parents about higher education. None of the programs offered by UCI are connected to its admissions process, and they do not provide students with any form of preferential treatment. UCI provides college support and parent education programming to a particular school only if the school has a preponderance of students who qualify for free or reduced lunch and/or will be the first in their families to graduate from college. GBA has provided no such information to UCI about its proposed student population. UCI made it clear to the District that it has made no commitments whatsoever to providing programs or services for GBA. As drafted, GBA's Petition is misleading and provides misinformation to prospective

parents and students. Without a memorandum of understanding or other like document, GBA may not appropriately market itself as having a “partnership” with UCI.

2. Measurable Pupil Outcomes. [Ed. Code, § 47605, subd. (b)(5)(B).] The description of GBA’s measurable pupil outcomes is not reasonably comprehensive for a number of reasons. Initially, the Petition fails to include measurable outcomes for students with special needs. Additionally, it is unclear whether GBA will provide trimester assessments as stated on page 127 or quarterly assessments as indicated on page 131. The Petition then states on page 154 that GBA will be issuing report cards twice a year. Further, the Petition mentions “career-ready courses” on page 128, but offers no explanation as to what they are. The Content Specific Performance Outcome on pages 131-134 identifies Mandarin as the only foreign language offered, while other places in the Petition such as page 64 reflect that French and Spanish satisfy GBA’s four-year language requirement. Finally, Page 137 mentions a gap between EL and other students but fails to mention the anticipated proficiency goal for these students.

3. Method for Measuring Pupil Progress. [Ed. Code, § 47605, subd. (b)(5)(C).] The description of GBA’s method for measuring pupil progress is not reasonably comprehensive for several reasons. It is unclear what GBA means when it says on page 155 of the Petition that it “will explore a transition to a four-point grading system for report cards.” GBA offers no explanation or timeline for doing so. On page 160 of the Petition, GBA makes reference to EL who speak Spanish as a primary language by stating that “California English Language Development Test (CELDT/ELPAC) is a powerful diagnostic assessment of Spanish students’ reading abilities. The system provides an effective means of comparing students’ first language Spanish abilities with their developing second language English reading skills, enabling parents and teachers to best exploit those Spanish readings skills to further develop English reading skills.” GBA does not, however, address the needs of EL who speak a language other than Spanish. On page 165, GBA references Acellus as both a Student Information System and an instructional delivery tool. It is unclear, however, whether the instruction will be purely seat-based or whether GBA intends to offer online classes or classes that utilize blended learning.

4. Governance Structure. [Ed. Code, § 47605, subd. (b)(5)(D).] The description of GBA’s governance structure is not reasonably comprehensive because it does not include sufficient information about the process to be followed by GBA to ensure parental involvement. The petition should include evidence that the organizational and technical designs of the governance structure reflect a seriousness of purpose necessary to ensure that there will be active and effective representation of interested parties, including, but not limited to parents. (Cal. Code Regs., tit. 5, § 11967.5.1, subd. (f)(4)(B).) Although GBA includes “parents” on its governance structure and organization chart on page 167 of its Petition and mentions a Parent Advisory Committee on pages 171 and 172, it does not provide any detail about what the Parent Advisory Committee does and what role it actually plays in the governance of the school.

5. Employee Qualifications. [Ed. Code, § 47605, subd. (b)(5)(E).] The description of employee qualifications is not reasonably comprehensive, as the Education Codes GBA

references do not support the statements it makes. On Page 175 of the Petition, GBA states that it will conform to the legal requirements that all GBA teachers shall hold a Commission of Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold in accordance with Education Code section 47650(l). This reference to Education Code section 47650(l) is incorrect. Page 178 of the Petition states that teachers will be required to hold a Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold in accordance with Education Code section 47650(l). This reference to Education Code section 47650(l) is also incorrect.

6. Health and Safety Procedures. [Ed. Code, § 47605, subd. (b)(5)(F).] The description of GBA's health and safety procedures is not reasonably comprehensive because the Petition does not address the provision of services for students with specialized health procedures such as those with Individual Student Health Plans or those who require medication by injection or through a gastrostomy tube. Additionally, the Petition does not clearly outline who will oversee a specialized program to respond to student health care needs such as modified physical education or home or hospital instruction.

7. Admission Requirements. [Ed. Code, § 47605, subd. (b)(5)(H)] The description of GBA's admissions criteria is not reasonably comprehensive. On pages 193-194 of the Petition, GBA states that in the case of a random public drawing, admission preferences shall be given to children residing within the District, siblings of current students, children of founding families not to exceed a total of 10% of total enrollment, children of staff not to exceed a total of 10% of total enrollment of a combined total of staff and founding families and children attending in-District schools in Program Improvement status, in that order. This is inconsistent with the affirmation on page 3 of the Petition, where GBA states that "GBA shall determine admission by a random public drawing, [sic] if the number of students who wish to attend GBA exceeds GBA's capacity then preference *shall be extended to students who currently attend GBA* and students who reside in the District." (Emphasis added.) Page 193 should be modified to reflect that preference shall be extended to pupils currently attending GBA and pupils who reside in the District. The other preferences identified should then follow. Also on pages 193 and 194, the Petition establishes a preference for enrollment of children of "Founding Families not to exceed a total of 10% of total enrollment" and "Children of Staff not to exceed a total of 10% of total enrollment of a combined total of Staff and Founding Families." Although "Founding Families" is capitalized, no definition of "Founding Family" is provided. It is therefore unclear as to who is considered a "Founding Family."

8. Student Suspension and Expulsion. [Ed. Code, § 47605, subd. (b)(5)(J).] The description of GBA's procedures for student suspension and expulsion is not reasonably comprehensive. California Code of Regulations, title 5, section 11967.5.1, subdivision (f)(10)(D) requires a charter school to provide evidence that in preparing the lists of offenses for which students must and may be suspended and/or expelled, the procedures by which the students can be suspended or expelled and the means by which the parents, guardians and

students will be informed, the petitioners reviewed the lists of offenses and procedures that apply to students attending non-charter public schools. GBA did not include brandishing a knife at another person, unlawfully selling a controlled substance, committing or attempting to commit a sexual assault or possession of an explosive in its list of non-discretionary suspension offenses. Those acts are identified in Education Code section 48915, subdivision (c) and are applicable to students attending non-charter public schools. Additionally, Section “O” on page 211, entitled “Special Procedures for the Consideration of Suspension and expulsion of Students with Disabilities,” is not accurate as drafted. That section does not make it clear that students with disabilities cannot be suspended for more than 10 consecutive days without a Manifestation Determination. Suspensions in excess of 10 days require an IEP meeting to ensure the continued implementation of Free Appropriate Public Education. The services referenced in paragraph 2 on page 211 may be provided for a period not to exceed 45 days. Section 7 on pages 213-214, entitled “Procedures for Students Not Yet Eligible for Special Education Services” incorrectly references the “Charter School” at times when it should have referenced the “local educational agency.”

9. Retirement Programs. [Ed. Code, § 47605, subd. (b)(5)(K).] Although GBA satisfies the requirements of Education Code section 47605, subdivision (b)(5)(K) and California Code of Regulations, title 5, section 11967.5.1 (f)(11), GBA’s decision to not participate in the State Teachers’ Retirement System will likely impact its ability to hire and maintain highly qualified or experienced educators.

10. Closure Procedures. [Ed. Code, § 47605, subd. (b)(5)(O).] The Petition provides that upon dissolution of the GBA nonprofit public benefit corporation, any assets acquired from the District or District property will be promptly returned to the District upon GBA’s closure. However, it also states that all assets of GBA, including Average Daily Attendance apportionments and other revenues generated by students attending GBA, remain the sole property of the GBA nonprofit public benefit corporation and, upon the dissolution of the GBA nonprofit public benefit corporation, shall be distributed in accordance with the Articles of Incorporation. The Petition fails to provide that all remaining assets comprised of or obtained with public funds will be returned to the District to be used for their intended purpose, which is student instruction.

11. Teacher Signatures. [Ed. Code, § 47605, subd. (a)(1)(B).] GBA indicates at page 227 of its Petition that it will require between thirteen and eighteen classrooms in its first year of operation. GBA projects an enrollment of 408 students during its first year of operation and its charter petition includes signatures of nineteen teachers who are purportedly meaningfully interested in teaching at GBA. In order to satisfy the requirement set forth in Education Code section 47605, subdivision (a)(1)(B) and to justify its need for thirteen classrooms, GBA was required to submit signatures of at least seven teachers who were meaningfully interested in teaching at GBA. The District has confirmed that eleven of the teachers who signed the list provided by GBA are meaningfully interested. Although technically GBA has satisfied the requirement of Education Code section 47605, subdivision (a)(1)(B), the fact that at least one of

the signatures submitted was forged gives the District great cause for concern. When contacted by the District, that teacher confirmed that he had never signed his name. This raises questions about the veracity of other information provided in the Petition.

**THE PETITIONERS ARE DEMONSTRABLY UNLIKELY TO SUCCESSFULLY
IMPLEMENT THE PROGRAM SET FORTH IN THE PETITION**

[Ed. Code, § 47605, subd. (b)(2)]

The specific findings of fact set forth in sections 1 through 11, above, are realleged and incorporated herein by reference. Those specific facts provide evidence that GBA is demonstrably unlikely to successfully implement the program set forth in the Petition.

Additionally, GBA is demonstrably unlikely to successfully implement the program set forth in the Petition because it has presented an unrealistic financial and operational plan for its proposed charter, as set forth below. (Cal. Code Regs., tit., 5, § 11967.5.1, subd. (c)(3).)

12. The Petition provides insufficient information regarding the manner in which administrative services of the school are to be provided. Education Code section 47605, subdivision (g) requires a charter petition to include the manner in which administrative services of the school are to be provided. A petition must describe the structure for providing administrative services, including, at a minimum, personnel transactions, accounting and payroll that reflects an understanding of school business practices and expertise to carry out the necessary administrative services, or a reasonable plan and time line to develop and assemble such practices. For any contract services, the charter petition must describe criteria for the selection of a contractor or contractors that demonstrate necessary expertise and the procedure for selection of the contractor or contractors. (Cal. Code Regs., tit. 5, § 11967.5.1, subd. (c)(3)(A).) GBA has failed to include that information.

GBA states on page 7 of its Petition that it “has obtained the services of Charterboost as consultants to aid us in the petition process including review, submission, hearings and approval. Upon charter approval, Charterboost will assist with all the necessary steps to start GBA then transition to become our back office services [sic].” On page 226 of its Petition, however, in the “Administrative Services” section, GBA states that it “will collect bids from CharterInsight, EdTec and CSMC for our back office provider and the Board of Directors will decide accordingly.” On page 227 of the Petition, GBA states that “[t]he GBA Board of Directors shall oversee the work of the back-office services provider, who shall handle all back-office business functions, including but not limited to: government financial reporting, general accounting, payroll, accounts payable/receivable, budget development assistance, attendance reporting, and insurance and benefits administration. The provider, Charterboost, will also assist GBA staff and the Board of Directors on business issues that arise during the year...” These statements are inconsistent, and it is unclear which entity will in fact provide administrative services for GBA.

GBA fails to describe any true criteria for selection of a contractor and does not describe the structure for providing administrative services as set forth in California Code of Regulations, title 5, section 11967.5.1, subdivision (c)(3)(A). On page 227, GBA merely says that it shall ensure that all contractors perform in accordance with their contractor or purchase orders, that it makes awards only to responsible contractors with the ability to perform successfully under the terms and conditions of a proposed procurement and in compliance with conflict of interest laws, and that consideration will be given to contractor integrity, compliance with public policy, record of past performance and financial and technical resources.

13. The Petition does not adequately present a budget that in its totality appears viable. Education Code section 47605, subdivision (g) requires a Petitioner to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. A Petitioner has presented an unrealistic financial and operational plan where, in the area of financial administration, the charter or supporting documents do not adequately present a budget that in its totality appears viable and over a period of no less than two years of operations provides for the amassing of a reserve equivalent to that required by law for a school district of similar size to the proposed charter school. (Cal. Code Regs., tit., 5, § 11967.5.1, subd. (c)(3)(B)(4).) A Petitioner has also presented an unrealistic financial and operational plan where it does not adequately demonstrate an understanding of the timing and receipt of various revenues and their relative relationship to timing of expenditures that are within reasonable parameters, based, when possible, on historical data from schools or school districts of similar type, size, and location. (Cal. Code Regs., tit., 5, § 11967.5.1, subd. (c)(3)(B)(5).)

GBA's Petition does not include any expenditure for a back office provider in its proposed five-year budget. Additionally, although the Petition states that GBA will employ a Coordinator of Athletics (p. 167), a Director of Special Education (p. 167) and a Director of Human Resources (p. 215), GBA does not include expenditures for those positions in its proposed five-year budget.

If GBA intends to be deemed a public school for purposes of special education, Education Code section 47646, subdivision (c) requires that it contribute an equitable share of its charter school block grant 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. Although GBA states on page 115 of its Petition that it shall contribute its fair share to offset special education's encroachment upon the District's general fund by paying to the District a pro-rata share of the District's unfunded special education costs, it has not included such an expenditure in its proposed five-year budget.

GBA's 2016-17 cash flow projection reflects receipt of \$225,000 in federal revenue in July 2016, which is necessary to maintain a positive cash flow. However, the California Department of Education informed the District that if GBA's charter is approved by May 13, 2016, the school will receive only \$84,375 as a first allocation. After that, the money will be disbursed by the reimbursement method. Accordingly, GBA will not receive \$225,000 in July 2016.

GBA's 2016-17 cash flow projection also reflects receipt of \$200,000 in August 2016 from the California Department of Education's revolving loan fund (known as the Charter School Revolving Loan Fund and now administered by the California State Treasurer's Office – California School Finance Authority). The California State Treasurer informed the District that it has not received an application for funding from GBA and that the application process is now closed. Therefore, GBA will not receive \$200,000 in August 2016 from the Charter School Revolving Loan Fund. Without the projected \$225,000 in July 2016 and the projected \$200,000 in August 2016, GBA does not demonstrate sufficient cash flow to start its school.

14. The Petition provides insufficient information regarding the facilities to be used by the school. Education Code section 47605, subdivision (g) requires that a charter petition include information regarding the facilities to be used by the charter school, and it specifically states that the description of the facilities to be used "shall specify where the school intends to locate." A charter petition must adequately describe the types and potential location of facilities needed to operate the size and scope of the educational program proposed in the charter; in the event a specific facility has not been secured, the charter petition must provide evidence of the type and projected cost of the facilities that may be available in the location of the proposed charter school; and the charter petition must reflect reasonable costs for the acquisition or leasing of facilities to house the charter school. (Cal. Code Regs., tit., 5, § 11967.5.1, subd. (c)(3)(D).)

GBA has not identified specific facilities where it intends to locate. Instead, it states on page 227 of its Petition that it is actively looking within the boundaries of the District for both school zone and non-school zone properties. GBA acknowledges that if it locates a non-school zone property, it will be required to obtain a conditional use permit which could take between six and nine months to acquire. It has also considered the potential for obtaining portable classrooms, but has acknowledged that it will also require a location to establish the school. The information GBA has provided does not satisfy the requirements of Education Code section 47605, subdivision (g) and California Code of Regulations, title 5, section 11967.5.1, subdivision (c)(3)(D).

GBA neither applied for facilities pursuant to Education Code section 47614 ("Proposition 39") nor submitted its petition in time to be considered for District facilities pursuant to Proposition 39. At the February 24, 2016 public hearing on its petition, GBA indicated that it does not intend to request District facilities. Therefore, GBA will not be provided facilities pursuant to Proposition 39 for the 2016-17 school year.

GBA states in its Petition that it intends to open on August 15, 2016. If GBA acquires a non-school zone property, it will be required to obtain a conditional use permit, which it acknowledges could take as long as six to nine months. Further, it is likely that GBA would need to modify whatever site it obtains to fit its needs. For these reasons, unless GBA finds a school zone property that is already set up to house middle and high school students, it is not realistic to conclude GBA could open on August 15, 2016.

Additionally, although GBA's Petition describes where it has been looking for facilities and the approximate square footage it will require, it fails to provide evidence of the type and projected cost of the facilities that may be available in the area where it desires to locate. (Cal. Code Regs., tit. 5, § 11967.5.1, subd. (c)(3)(D).) The Petition also fails to reflect reasonable costs for the acquisition or leasing of facilities to house GBA. (*Ibid.*)

THE PETITION PRESENTS AN UNSOUND EDUCATIONAL PROGRAM

[Ed. Code, § 47605, subd. (b)(1)]

The specific findings of fact set forth in sections 1 through 14, above, are realleged and incorporated herein by reference. Those specific facts provide evidence that GBA has presented an unsound educational program.

PASSED AND ADOPTED this 23rd day of March 2016 by the Board of Trustees of the Capistrano Unified School District by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 1516-49

Resolution of the Board of Trustees to Approve
The Charter Petition of the Global Business Academy with Conditions

WHEREAS, pursuant to Education Code section 47607, subdivision (a), a petition for the grant of a charter shall be governed by the standards and criteria set forth in Education Code section 47605;

WHEREAS, on or about February 5, 2016, Ryan Cummins submitted a petition and supporting documentation to the Capistrano Unified School District (“District”) for the grant of a charter (“Petition”) to establish the “Global Business Academy” (“GBA”);

WHEREAS, on February 24, 2016, in accordance with Education Code section 47605, subdivision (b), the District’s Board of Trustees (“Board”) held a public hearing on the provisions of the charter to determine the level of support for the Petition by teachers employed by the school district, other employees of the school district, and parents;

WHEREAS, the Petition is now before the Board for final action on March 23, 2016, in accordance with Education Code section 47605, subdivision (b);

WHEREAS, in reviewing the Petition, the Board is cognizant of the intent of the Legislature that charter schools are, and should become, an integral part of the California educational system, and that the establishment of charter schools should be encouraged; and

WHEREAS, the Superintendent and/or her designees, have reviewed the Petition and supporting documentation submitted by Petitioner;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board, having fully considered and evaluated the Petition, hereby grants the Petition for a two-year term, commencing July 1, 2017, subject to the following conditions:

- (1) GBA must restructure its proposed educational program to focus on a single instructional method or substantiate how it can effectively deliver multiple, different educational programs.
- (2) If the single instructional method GBA chooses is the “flipped classroom” model, GBA must find an alternate solution for students who do not have Internet access at home. GBA’s proposed solution of having students “stay at school and access their lessons during school hours, within their Advisory period or after school” would create undue hardship for those students.

- (3) GBA must modify its Petition to eliminate the discrepancy between its stated mission and implementation with regard to standards and University of California (“UC”)/California State University (“CSU”) eligibility.
- (4) GBA must clarify whether it will be offering computer programming and coding classes itself, or whether it will recommend that students take them from a different provider outside of school hours.
- (5) GBA must review the middle school course of study proposed in the Petition, particularly as it relates to science instruction, and consider implementing an integrated approach that would be more consistent with the rest of its intended curriculum.
- (6) GBA must clarify whether the high school course curriculum on pages 62-64 of the Petition are online courses, or whether they will be taught in a classroom with a teacher. GBA must also provide further detail regarding its plan for offering such a large selection of courses.
- (7) GBA must clarify how students will be able to study a language other than Mandarin, such as French or Spanish, while also complying with the Mandarin graduation requirement, and whether French or Spanish may in fact satisfy GBA’s four-year language requirement.
- (8) The Petition must be modified to provide further detail regarding GBA’s planned use of Acellus.
- (9) With respect to English Learners (“EL”), GBA must explain how it intends to comply with state and federal regulations for identification, program placement, assessment, progress monitoring, English Language Development (“ELD”) instruction and reclassification.
- (10) The course of study for grades 9-12 on pages 62-64 must be revised to include ELD, and the Petition must make it clear that ELD is the core instruction for EL students, rather than a separate intervention or after school class.
- (11) GBA must revise the Petition to relax the mandatory Mandarin language requirement for EL whose first language is not Mandarin.
- (12) The Petition must be revised to clarify whether GBA will follow the District’s Master Plan for English Learners or whether it will develop its own Master Plan.
- (13) Page 160 of the Petition must be revised to reflect the fact that the California English Language Development Test is administered to all potential EL, to address the needs of EL who speak languages other than Spanish and to correct the improper reference to “Spanish students.”
- (14) GBA must modify its Petition to address the stated requirement that it must sign a Memorandum of Understanding with the District regarding the provision and funding of special

education and related services at least six months prior to the commencement of operation, as the Petition states that GBA intends to open in less than five months.

(15) GBA must modify the portion of the Petition to explain how it will comply with all applicable laws regarding the implementation of Individualized Education Plans (“IEPs”) and to clarify that responsibility for planning for, scheduling and conducting IEP meetings lies with GBA rather than with the District.

(16) GBA must revise the Petition to provide specific information regarding its application and/or status in joining a SELPA, its plan to operate as its own local educational agency for special education should it elect to do so, and its proposed timeframe for notifying the District before it makes that election.

(17) The Petition must be revised to detail eligibility for Section 504 services, how GBA will track and reevaluate its Section 504 plans and resolve any complaints arising from its stated responsibility of compliance with Section 504 and the Americans with Disabilities Act, as well as a procedure for when parents disagree with the Section 504 team’s eligibility decision and/or Section 504 implementation.

(18) GBA must modify the Petition to make it clear that parents will be invited to attend Section 504 meetings.

(19) GBA must remove all references in its Petition to a “partnership” with the University of California, Irvine (“UCI”), and it must modify its educational program to ensure that its curriculum is in no manner dependent on this “partnership.” GBA may not advertise, in print, electronically or verbally, any association with UCI or any other outside entity until it has provided the District with a memorandum of understanding, or other like document, formalizing and defining the nature of that relationship.

(20) The Petition must be revised to include measurable outcomes for students with special needs.

(21) The Petition must be modified to clarify when GBA will be providing student assessments.

(22) GBA must provide an explanation as to what it means by “career-ready courses” and what those courses will be.

(23) GBA must establish its anticipated proficiency goal for EL students.

(24) GBA must provide an explanation as to its intention to explore a transition to a four-point grading system for report cards and a timeline for doing so.

- (25) The Petition must be revised to clarify whether Acellus instruction will be purely seat-based or whether GBA intends to offer online classes or classes that utilize blended learning.
- (26) GBA must clarify what the Parent Advisory Committee does and what role it will play in the governance of the school.
- (27) GBA must replace the references to “Education Code section 47650(l)” on pages 175 and 178 of the Petition with references to the correct Education Code section.
- (28) The Petition must be modified to address the provision of services for students with specialized health procedures such as those with Individual Student Health Plans or those who require medication by injection or through a gastronomy tube, and it must clearly outline who will oversee a specialized program to respond to student health care needs such as modified physical education or home or hospital instruction.
- (29) The Petition must be modified to reflect that admissions preference shall be extended to pupils currently attending GBA, followed by pupils who reside in the District.
- (30) GBA must modify the Petition to clearly define who is considered a “Founding Family” for purposes of admission preference.
- (31) GBA must modify its Petition so that the non-discretionary suspension offenses identified conform to those identified in Education Code section 48915, subdivision (c).
- (32) The Petition must be modified to make it clear that students with disabilities cannot be suspended for more than 10 consecutive days without a Manifestation Determination, and that suspensions in excess of 10 days require an IEP meeting to ensure the continued implementation of Free Appropriate Public Education.
- (33) The Petition must be revised to reflect the fact that the services referenced in paragraph 2 on page 211 may be provided for a period not to exceed 45 days.
- (34) Section 7 on pages 213-214 of the Petition, entitled “Procedures Not Yet Eligible for Special Education Services,” must be modified to include references to the “local educational agency” in place of the “Charter School” as appropriate.
- (35) The Petition must be revised to provide that upon dissolution of the GBA nonprofit public benefit corporation, all remaining assets comprised of or obtained with public funds will be returned to the District to be used for their intended purpose, which is student instruction.
- (36) GBA must clarify which entity it intends to utilize as its back office provider, the criteria it will utilize in selecting that provider and its structure for providing administrative services.

(37) GBA must provide a revised budget that includes expenditures for a back office provider, Coordinator of Athletics, Director of Special Education and Director of Human Resources, and that includes a payment to the District for its pro-rata share of the District's unfunded special education costs.

(38) GBA must modify its 2016-17 cash flow projection to address the fact that it will not be receiving \$225,000 in federal revenue in July 2016 and \$200,000 from the Charter School Revolving Loan Fund in August 2016. GBA must project a new operating budget within its newly identified sources of revenue.

(39) GBA must secure a facility adequate for its proposed program within the boundaries of the District and notify the District of its location, or, alternatively, GBA must provide further detail about the type and projected cost of the facilities that may be available in the area where it desires to locate and the reasonable costs for the acquisition or leasing of such facilities.

(40) The term of GBA's charter shall be from July 1, 2017 to June 30, 2019.

(41) GBA shall make the requested modifications and submit its revised Petition to the District for approval within 30 days of the date of this Resolution. The District will have 30 days to review the modifications. The Board shall then vote on the Petition on at its next regularly scheduled meeting following 60 days after the date of this Resolution. If after its review the District determines that the Petition has been sufficiently revised, the revised document will become the operative Petition. The version submitted to the District on February 5, 2016 will be considered a draft and may not be referenced as the operative Petition.

(42) GBA shall meet with District representatives at least every 15 days, beginning upon approval of the Petition and until GBA opens, to update the District as to its progress toward opening the school, other operational and educational issues that may arise, and meeting the conditions set forth in this Resolution.

BE IT FURTHER RESOLVED AND ORDERED that the Board hereby determines the foregoing conditions are supported by the following specific facts:

FINDINGS OF FACT REGARDING THE ELEMENTS PRESCRIBED BY LAW

1. Educational Program. [Ed. Code, § 47605, subd. (b)(5)(A).]

(A) Curriculum and Instruction. The District has significant concerns regarding GBA's proposed curriculum and instructional program as it is presented in the Petition. The findings of fact set forth below are intended to direct GBA to portions of the Petition that must be redrafted.

(1) The Petition presents eight “key components” that comprise GBA’s instructional program: The P21 Partnership for 21st Century Learning, Webb’s Depth of Knowledge, Project Based Learning, Service Based Learning, Curriculum & Instructional Planning Based on Understanding by Design Model by Wiggins & McTighe, Flipped Classroom Model, Entrepreneurial Curriculum and Technology Infused Learning and Classrooms. While any one of these methodologies may independently have instructional benefit, it is unlikely that so many different approaches used in the manner set forth in the Petition would in fact benefit students.

(2) GBA states that it intends to utilize a “flipped classroom” model that relies heavily on technology. On pages 29 and 37, the Petition states that students who do not have Internet access at home “may stay at school and access their lessons during school hours, within their Advisory period or after school.” According to the Bell Schedule on page 85 of the Petition, the Advisory period for grades 6-8 is only 20 minutes. The only other times available to students “during school hours” are the 15 minute nutrition period or the 30 minute lunch break. Therefore, students without Internet access at home would either have to forego their nutrition, lunch and Advisory periods and/or stay after school to access their lessons. This model cannot be realistically implemented and would place undue hardship on those students.

(3) On page 14 of the Petition, GBA states that “our curriculum goes beyond Common Core State Standards and California Content Standards...Through our partnership with UC Irvine, A-G classes and additional requirements (Classes required to be UC eligible) courses will be offered,” but on page 57 of the Petition, it states “GBA strongly advises all students to complete the A-G requirements at the CSU level, and offers a course sequence that allows all students to meet the UC recommended levels.” There is a material discrepancy between GBA’s stated mission and its implementation.

(4) On page 35 of the Petition, GBA states that it “will encourage all students to take computer programming and coding classes as well as exposure to hardware and software technology.” It is unclear whether GBA will be offering these courses itself, or whether it will recommend that students take them from a different provider outside of school hours. Neither the “Course of Study” for grades 6-12 set forth on page 56 nor the “GBA High School Course Curriculum” provided on pages 62-64 includes this information. Page 63 merely indicates that GBA will offer an AP Computer Science course.

(5) The middle school Course of Study presented on page 56 of the Petition demonstrates a traditional separation of science instruction that is inconsistent with GBA’s expressed intention to provide an environment that allows for “[i]ntegrated and cross-curriculum study.” (Petition, p. 13.) In September 2013, the State Board of Education adopted the Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve (“CA NGSS”). GBA specifically states that its curriculum “goes beyond Common Core State Standards and California Content Standards and integrates an entrepreneurial thematic approach that ties the separate disciplines together into studies of the physical universe, the

world of nature, and the human experience.” (Petition, p. 14.) Given its expressed intentions, it is unworkable for GBA to implement a traditional science sequence rather than a more integrated approach such as that presented by the CA NGSS.

(6) GBA presents a lengthy high school course curriculum on pages 62-64 of the Petition, but it is unclear whether those are online courses or whether they will be taught in a classroom with a teacher. GBA has not provided sufficient detail regarding its plan for offering such a large selection of courses.

(7) GBA’s high school course curriculum on pages 62-64 of the Petition references the ability of students to take languages such as French or Spanish, but Mandarin is required to graduate. It is unclear how students will be able to meet all other mandated criteria for UC admission and study another language while also complying with the Mandarin requirement.

(8) The Petition discusses its planned use of Acellus courses on pages 70-72, but it is unclear how expansive the course offerings for original credit will be. Additionally, although GBA states that it intends to utilize its Acellus courses as part of its Response to Intervention (“RTI”), they are not referenced on the schematic of the “RTI scale as implemented at GBA” presented on page 104 of the Petition.

(9) English Learners. Overall, the Petition demonstrates a lack of understanding of services for English Learners (“EL”) and about language acquisition in general. For example, the Petition fails to provide information as to how GBA will comply with state and federal regulations for identification, program placement, assessment, progress monitoring, English Language Development (“ELD”) instruction or reclassification. Additionally, the section devoted to English Learners provides only general, nonspecific information. The course of study for grades 9-12 on pages 62-64 does not list ELD. ELD should be taught at all grade levels for EL students. It must be the core instruction for EL students, rather than a separate intervention or after school class. Further, ELD should be taught at the students’ language levels, rather than at their grade levels. It would be detrimental to an EL student to be forced to learn Mandarin, if it is not the student’s primary language, while at the same time learning English as a second language. The four categories identified at the bottom of page 92 demonstrate a lack of understanding of ELs, as the labels are unrelated to students’ language levels, but rather are deficit-oriented. On page 95, the Petition references an English Learner Master Plan, but it is not clear whether GBA will follow the District’s Master Plan for English Learners or whether it will develop its own. On page 160, the Petition states that “California English Language Development Test (CELDT/ELPAC) is a powerful diagnostic assessment of Spanish students’ reading abilities. The system provides an effective means of comparing students’ first language Spanish abilities with their developing second language English reading skills, enabling parents and teachers to best exploit those Spanish reading skills to further develop English reading skills.” Students are not identified as “Spanish students,” and the

CELDT is administered initially to all potential EL and annually to all students identified as EL. The student's primary language is not a factor.

(10) Special Education. On page 109 of the Petition, GBA states that “[t]he specific manner in which special education and related services will be provided and funded shall be set forth in a Memorandum of Understanding (“MOU”), delineating the respective responsibilities of GBA and the District, which MOU shall be executed at least six (6) months prior to the commencement of operation, or as otherwise agreed upon by the parties.” (Emphasis in original.) GBA states on page 6 of its Petition that its scheduled opening date is August 15, 2016. That date is less than five months away, and GBA will have insufficient time to enter into such an MOU absent an agreement by the District to do so on shortened time. Additionally, GBA states that it will comply with all applicable laws regarding the implementation of IEPs, but does not include a description as to how it will do so. Further, it incorrectly places responsibility for planning for, scheduling and conducting IEP meetings on the District rather than on itself. On page 109, GBA states that it shall remain, by default, a public school of the District for purposes of special education pursuant to Education Code section 47641, subdivision (b), but that it “reserves the right to make written verifiable assurances that the Charter School shall become an independent LEA and join a SELPA pursuant to Education Code Section 47641(a) either on its own or with a grouping of charter school LEAs as a consortium.” However, the Petition does not provide any specific information regarding GBA's application and/or status in joining a SELPA or identify a timeframe for prior written notice, if any, that will be given to the District before it makes that election. The Petition does not describe GBA's specific plan to operate as its own LEA for special education if that election is later exercised. On page 116, GBA includes a section entitled “Special Education Strategies for Instruction and Services,” but it does not include any detail about processes that will be followed.

(11) Section 504. GBA includes a section discussing Section 504 of the Rehabilitation Act on pages 116-117 of the Petition, but does not include a procedure for when parents disagree with the Section 504 team's eligibility decision and/or Section 504 implementation. Parents should know what their rights are and must be given the contact information for the Office of Civil Rights, as that office is responsible for ensuring school compliance with Section 504. While the Petition acknowledges that GBA will be “solely responsible for its compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act,” it fails to include any information regarding how GBA will resolve any complaints arising from those responsibilities. It fails to specify the procedures GBA will follow in handling complaints filed under Section 504, fails to designate the staff member(s) who will be responsible for handling such complaints and fails to provide any timelines for handling such complaints. These procedures are important, because while the District would be responsible for handling complaints filed under the IDEA, GBA would be solely responsible for handling complaints brought under Section 504 and/or the ADA. Additionally, GBA states that its Section 504 plans will be reviewed annually, but does not specify how they will be tracked and does not mention a reevaluation requirement that must occur every three years. Further, eligibility for Section 504 services must be clearly defined as a physical or mental impairment,

meaning any physiological disorder or condition or any mental or psychological disorder which substantially impacts one or more major life activities. The Petition does not identify any major life activity other than “learning.” Finally, the Petition states on page 117 that the final determination of whether the student will or will not be identified as a person with a disability is made by the Section 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. Parents should be invited to attend Section 504 meetings rather than simply receiving a letter stating whether or not their child qualified.

(B) References to a “Partnership” with UCI. The District has significant concerns regarding GBA’s repeated references to its “partnership” with UCI. GBA references this “partnership” on at least 13 occasions (pages 7, 10, 13, 14, 15, 36, 38, 45, 57, 77, 79 and 98, and on page 7 of Appendix E). GBA also attaches several letters of support from various individuals at UCI as exhibits to its Petition as evidence of the “partnership.” The District has spoken with the individuals from UCI who provided those letters, and none of them intended their letters to evidence a partnership with GBA. Rather, the letters merely describe programs that UCI makes available to all schools in the District. For many years, UCI has provided the District with teacher professional development, teaching credential candidate placement, academic support and enrichment opportunities for K-12 students and guidance for parents about higher education. None of the programs offered by UCI are connected to its admissions process, and they do not provide students with any form of preferential treatment. UCI provides college support and parent education programming to a particular school only if the school has a preponderance of students who qualify for free or reduced lunch and/or will be the first in their families to graduate from college. GBA has provided no such information to UCI about its proposed student population. UCI made it clear to the District that it has made no commitments whatsoever to providing programs or services for GBA. As drafted, GBA’s Petition is misleading and provides misinformation to prospective parents and students. Without a memorandum of understanding or other like document, GBA may not market itself as having a “partnership” with UCI.

2. Measurable Pupil Outcomes. [Ed. Code, § 47605, subd. (b)(5)(B).] The District has a number of concerns regarding GBA’s stated measurable pupil outcomes. The Petition fails to include measurable outcomes for students with special needs. Additionally, it is unclear whether GBA will provide trimester assessments as stated on page 127 or quarterly assessments as indicated on page 131. The Petition then states on page 154 that GBA will be issuing report cards twice a year. Further, the Petition mentions “career-ready courses” on page 128, but offers no explanation as to what they are. The Content Specific Performance Outcome on pages 131-134 identifies Mandarin as the only foreign language offered, while other places in the Petition such as page 64 reflect that French and Spanish satisfy GBA’s four-year language requirement. Finally, page 137 mentions a gap between EL and other students but fails to mention the anticipated proficiency goal for these students.

3. Method for Measuring Pupil Progress. [Ed. Code, § 47605, subd. (b)(5)(C).] The District has several concerns about GBA’s methods for measuring pupil progress. It is unclear what GBA means when it says on page 155 of the Petition that it “will explore a transition to a

four-point grading system for report cards.” GBA offers no explanation or timeline for doing so. On page 160, GBA makes reference to EL who speak Spanish as a primary language by stating that “California English Language Development Test (CELDT/ELPAC) is a powerful diagnostic assessment of Spanish students’ reading abilities. The system provides an effective means of comparing students’ first language Spanish abilities with their developing second language English reading skills, enabling parents and teachers to best exploit those Spanish readings skills to further develop English reading skills.” GBA does not, however, address the needs of EL who speak a language other than Spanish. Additionally, on page 165 of the Petition, GBA references Acellus as both a Student Information System and an instructional delivery tool. It is unclear, however, whether the instruction will be purely seat-based or whether GBA intends to offer online classes or classes that utilize blended learning.

4. Governance Structure. [Ed. Code, § 47605, subd. (b)(5)(D).] The description of GBA’s governance structure does not include sufficient information about the process to be followed by GBA to ensure parental involvement. The petition should include evidence that the organizational and technical designs of the governance structure reflect a seriousness of purpose necessary to ensure that there will be active and effective representation of interested parties, including, but not limited to parents. (Cal. Code Regs., tit. 5, § 11967.5.1, subd. (f)(4)(B).) Although GBA includes “parents” on its governance structure and organization chart on page 167 of its Petition and mentions a Parent Advisory Committee on pages 171 and 172, it does not provide any detail about what the Parent Advisory Committee does and what role it actually plays in the governance of the school.

5. Employee Qualifications. [Ed. Code, § 47605, subd. (b)(5)(E).] On Page 175 of the Petition, GBA states that it will conform to the legal requirements that all GBA teachers shall hold a Commission of Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold in accordance with Education Code section 47650(l). This reference to Education Code section 47650(l) is incorrect. Page 178 of the Petition states that teachers will be required to hold a Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold in accordance with Education Code section 47650(l). This reference to Education Code section 47650(l) is also incorrect.

6. Health and Safety Procedures. [Ed. Code, § 47605, subd. (b)(5)(F).] The description of GBA’s health and safety procedures is not reasonably comprehensive because the Petition does not address the provision of services for students with specialized health procedures such as those with Individual Student Health Plans or those who require medication by injection or through a gastronomy tube. Additionally, the Petition does not clearly outline who will oversee a specialized program to respond to student health care needs such as modified physical education or home or hospital instruction.

7. Admission Requirements. [Ed. Code, § 47605, subd. (b)(5)(H)] The description of GBA’s admissions criteria is not reasonably comprehensive. On pages 193-194 of the

Petition, GBA states that in the case of a random public drawing, admission preferences shall be given to children residing within the District, siblings of current students, children of founding families not to exceed a total of 10% of total enrollment, children of staff not to exceed a total of 10% of total enrollment of a combined total of staff and founding families and children attending in-District schools in Program Improvement status, in that order. This is inconsistent with the affirmation on page 3 of the Petition, where GBA states that “GBA shall determine admission by a random public drawing, [sic] if the number of students who wish to attend GBA exceeds GBA’s capacity then preference *shall be extended to students who currently attend GBA* and students who reside in the District.” (Emphasis added.) Page 193 should be modified to reflect that preference shall be extended to pupils currently attending GBA and pupils who reside in the District. The other preferences identified should then follow. Also on pages 193 and 194, the Petition establishes a preference for enrollment of children of “Founding Families not to exceed a total of 10% of total enrollment” and “Children of Staff not to exceed a total of 10% of total enrollment of a combined total of Staff and Founding Families.” Although “Founding Families” is capitalized, no definition of “Founding Family” is provided. It is therefore unclear as to who is considered a “Founding Family.”

8. Student Suspension and Expulsion. [Ed. Code, § 47605, subd. (b)(5)(J).] California Code of Regulations, title 5, section 11967.5.1, subdivision (f)(10)(D) requires a charter school to provide evidence that in preparing the lists of offenses for which students must and may be suspended and/or expelled, the procedures by which the students can be suspended or expelled and the means by which the parents, guardians and students will be informed, the petitioners reviewed the lists of offenses and procedures that apply to students attending non-charter public schools. GBA did not include brandishing a knife at another person, unlawfully selling a controlled substance, committing or attempting to commit a sexual assault or possession of an explosive in its list of non-discretionary suspension offenses. Those acts are identified in Education Code section 48915, subdivision (c) and are applicable to students attending non-charter public schools. Additionally, Section “O” on page 211, entitled “Special Procedures for the Consideration of Suspension and expulsion of Students with Disabilities,” is not accurate as drafted. That section does not make it clear that students with disabilities cannot be suspended for more than 10 consecutive days without a Manifestation Determination. Suspensions in excess of 10 days require an IEP meeting to ensure the continued implementation of Free Appropriate Public Education. The services referenced in paragraph 2 on page 211 may be provided for a period not to exceed 45 days. Section 7 on pages 213-214, entitled “Procedures for Students Not Yet Eligible for Special Education Services” incorrectly references the “Charter School” at times when it should have referenced the “local educational agency.”

9. Retirement Programs. [Ed. Code, § 47605, subd. (b)(5)(K).] Although GBA satisfies the requirements of Education Code section 47605, subdivision (b)(5)(K) and California Code of Regulations, title 5, section 11967.5.1 (f)(11), GBA’s decision to not participate in the State Teachers’ Retirement System may impact its ability to hire and maintain highly qualified educators.

10. Closure Procedures. [Ed. Code, § 47605, subd. (b)(5)(O).] The Petition provides that upon dissolution of the GBA nonprofit public benefit corporation, any assets acquired from the District or District property will be promptly returned to the District upon GBA's closure. However, it also states that all assets of GBA, including Average Daily Attendance apportionments and other revenues generated by students attending GBA, remain the sole property of the GBA nonprofit public benefit corporation and, upon the dissolution of the GBA nonprofit public benefit corporation, shall be distributed in accordance with the Articles of Incorporation. The Petition fails to provide that all remaining assets comprised of or obtained with public funds will be returned to the District to be used for their intended purpose, which is student instruction.

11. Teacher Signatures. [Ed. Code, § 47605, subd. (a)(1)(B).] GBA indicates at page 227 of its Petition that it will require between thirteen and eighteen classrooms in its first year of operation. GBA projects an enrollment of 408 students during its first year of operation and its charter petition includes signatures of nineteen teachers who are purportedly meaningfully interested in teaching at GBA. In order to satisfy the requirement set forth in Education Code section 47605, subdivision (a)(1)(B) and to justify its need for thirteen classrooms, GBA was required to submit signatures of at least seven teachers who were meaningfully interested in teaching at GBA. The District has confirmed that eleven of the teachers who signed the list provided by GBA are meaningfully interested. Although technically GBA has satisfied the requirement of Education Code section 47605, subdivision (a)(1)(B), the fact that at least one of the signatures submitted was forged gives the District great cause for concern. When contacted by the District, that teacher confirmed that he had never signed his name. This raises questions about the veracity of other information provided in the Petition.

12. Administrative Services. [Ed. Code, § 47605, subd. (g).] GBA states on page 7 of its Petition that it "has obtained the services of Charterboost as consultants to aid us in the petition process including review, submission, hearings and approval. Upon charter approval, Charterboost will assist with all the necessary steps to start GBA then transition to become our back office services [sic]." On page 226 of its Petition, however, in the "Administrative Services" section, GBA states that it "will collect bids from CharterInsight, EdTec and CSMC for our back office provider and the Board of Directors will decide accordingly." On page 227 of the Petition, GBA states that "[t]he GBA Board of Directors shall oversee the work of the back-office services provider, who shall handle all back-office business functions, including but not limited to: government financial reporting, general accounting, payroll, accounts payable/receivable, budget development assistance, attendance reporting, and insurance and benefits administration. The provider, Charterboost, will also assist GBA staff and the Board of Directors on business issues that arise during the year..." These statements are inconsistent, and it is unclear which entity will in fact provide administrative services for GBA. GBA also fails to describe any true criteria for selection of a contractor and does not describe the structure for providing administrative services as set forth in California Code of Regulations, title 5, section 11967.5.1, subdivision (c)(3)(A). On page 227, GBA merely says that it shall ensure that all contractors perform in accordance with their contractor or purchase orders, that it makes awards

only to responsible contractors with the ability to perform successfully under the terms and conditions of a proposed procurement and in compliance with conflict of interest laws, and that consideration will be given to contractor integrity, compliance with public policy, record of past performance and financial and technical resources.

13. Budget/Cash Flow. [Ed. Code, § 47605, subd. (g).] GBA's Petition does not include any expenditure for a back office provider in its proposed five-year budget. Additionally, although the Petition states that GBA will employ a Coordinator of Athletics (p. 167), a Director of Special Education (p. 167) and a Director of Human Resources (p. 215), GBA does not include expenditures for those positions in its proposed five-year budget. Further, if GBA intends to be deemed a public school for purposes of special education, Education Code section 47646, subdivision (c) requires that it contribute an equitable share of its charter school block grant 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. Although GBA states on page 115 of its Petition that it shall contribute its fair share to offset special education's encroachment upon the District's general fund by paying to the District a pro-rata share of the District's unfunded special education costs, it has not included such an expenditure in its proposed five-year budget. Significantly, GBA's 2016-17 cash flow projection reflects receipt of \$225,000 in federal revenue in July 2016, which is necessary to maintain a positive cash flow. However, the California Department of Education informed the District that if GBA's charter is approved by May 13, 2016, the school will receive only \$84,375 as a first allocation. After that, the money will be disbursed by the reimbursement method. Accordingly, GBA will not receive \$225,000 in July 2016. GBA's 2016-17 cash flow projection also reflects receipt of \$200,000 in August 2016 from the California Department of Education's revolving loan fund (known as the Charter School Revolving Loan Fund and now administered by the California State Treasurer's Office – California School Finance Authority). The California State Treasurer informed the District that it has not received an application for funding from GBA and that the application process is now closed. Therefore, GBA will not receive \$200,000 in August 2016 from the Charter School Revolving Loan Fund. Without the projected \$225,000 in July 2016 and the projected \$200,000 in August 2016, GBA does not demonstrate sufficient cash flow to start its school.

14. Facilities. [Ed. Code, § 47605, subd. (g).] GBA has not identified specific facilities where it intends to locate. Instead, it states on page 227 of its Petition that it is actively looking within the boundaries of the District for both school zone and non-school zone properties. GBA acknowledges that if it locates a non-school zone property, it will be required to obtain a conditional use permit which could take between six and nine months to acquire. It has also considered the potential for obtaining portable classrooms, but has acknowledged that it will also require a location to establish the school. The information GBA has provided does not satisfy the requirements of Education Code section 47605, subdivision (g) and California Code of Regulations, title 5, section 11967.5.1, subdivision (c)(3)(D). GBA neither applied for facilities pursuant to Education Code section 47614 ("Proposition 39") nor submitted its petition in time to be considered for District facilities pursuant to Proposition 39. At the February 24,

2016 public hearing on its petition, GBA indicated that it does not intend to request District facilities. Therefore, GBA will not be provided facilities pursuant to Proposition 39 for the 2016-17 school year. GBA states in its Petition that it intends to open on August 15, 2016. If GBA acquires a non-school zone property, it will be required to obtain a conditional use permit, which it acknowledges could take as long as six to nine months. Further, it is likely that GBA would need to modify whatever site it obtains to fit its needs. For these reasons, unless GBA finds a school zone property that is already designed to house middle and high school students, it is not realistic to conclude GBA can open on August 15, 2016. Additionally, although GBA's Petition describes where it has been looking for facilities and the approximate square footage it will require, it fails to provide evidence of the type and projected cost of the facilities that may be available in the area where it desires to locate. (Cal. Code Regs., tit. 5, § 11967.5.1, subd. (c)(3)(D).) The Petition also fails to reflect reasonable costs for the acquisition or leasing of facilities to house GBA. (*Ibid.*)

PASSED AND ADOPTED this 23rd day of March 2016 by the Board of Trustees of the Capistrano Unified School District by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

Capistrano Unified School District

School Facilities and Finance Advisory Commission

Mission: provide advice and oversight on topics pertaining to school facilities and finance as requested by the Board and Staff.

Example topics:

Facilities

Identifying needs with consideration of:

- Regular maintenance and repair
- Meeting minimum standards
- Achieving equity
- Vision for classroom of the future
- Project prioritization

Funding

- Availability of financial resources
- General obligation bond program
- State school construction program
- Corporate support and public-private partnerships
- Grants
- General Fund contribution to maintenance

Community Information

- Educational materials
- Community outreach

Accountability

- Review facilities plans and expenditures
- Review financing plans
- Review reports from the CFD citizens' oversight and advisory commission
- Report to the Board of Trustees at least annually

Membership: strive for broad community input, consisting of 6 - 12 members. Two-year terms, with consecutive terms allowed. Must live or work in the District boundaries, and/or have a child or grandchild enrolled in the District. May include District teachers or staff. Must not have conflicts of interest.

Meetings: to be held quarterly. Commissions will lead the meetings and be chaired by a member of the commission. District staff will facilitate the meetings and make data available for review.

Staff assigned:

Deputy Superintendent, Business and Support Services
Executive Director, Fiscal Services
Executive Director, Facilities, Maintenance, and Operations
Additional staff on an as-needed basis

Capistrano Unified School District

Community Facilities District Citizens' Oversight and Advisory Commission

Mission: provide advice and oversight on topics pertaining to community facilities districts (CFDs) as requested by Board and Staff.

Example topics:

Facilities

- Needs of schools that serve the CFDs
- Prioritization of projects for CFDs
- Regular maintenance and repair

Funding

- CFD bond proceeds
- CFD pay-as-you-go funds
- District-wide funding sources that include CFDs

Community Information

- Educational materials
- Community outreach

Accountability

- Review facilities plans for schools serving CFDs
- Review CFD financing and refinancing plans
- Review CFD expenditures
- Review CFD audit reports
- Review CFD administration reports
- Periodically report to the Board of Trustees

Membership: strive for input from each active CFD, consisting of 6 - 12 members in total. Not more than two members per CFD unless the number of active CFDs reaches three or less, in which case more members per CFD is allowable. Terms of two years, with consecutive terms allowed. Membership on Commission expires upon termination of CFD. Must live or own property within a CFD where CUSD is the lead agency. May include District teachers or staff. Must not have conflicts of interest.

Meetings: to be held quarterly. Commissions will lead the meetings and be chaired by a member of the commission. District staff will facilitate the meetings and make data available for review.

Staff assigned:

Deputy Superintendent, Business and Support Services
Executive Director, Fiscal Services
Executive Director, Facilities, Maintenance, and Operations
Additional staff on an as-needed basis

Commission Application Process

Types of Questions to be Asked:

Contact Information

- Name
- Address
- Phone
- Email

District Involvement

- Live within District?
- Work within District?
- Own property within District?
- Children or grandchildren enrolled in District?
- Serve on any District advisory committee, PTA, etc.?
- Teacher or staff working for District?
- Vendor, contractor, or consultant to District?

Community Involvement

- Belong to community service, civic, or youth organization?

Employment

- Name of employer (if any)?

Advisory and Oversight

- Any relevant experience or knowledge?
- Any potential conflict of interest?
- Willing and able to serve two year term?
- Reason for interest in serving on commission?

Selection Criteria:

Broad representation of membership will be sought. Prior involvement with the District, community, and advisory/oversight roles will be weighted favorably.

Selection Committee of District Staff:

Superintendent
Deputy Superintendent, Business and Support Services
Executive Director, Fiscal Services
Executive Director, Facilities, Maintenance, and Operations

Capistrano Unified School District

Facilities Minimum Standards

Purpose: the following minimum standards are intended to provide a guideline to help achieve equity across school families. The District shall strive to meet these standards at all schools. The ability to meet these standards in practice will be based, in part, on the funding and resources available to the District.

School Buildings and Grounds

The District shall strive toward providing every school with:

- A sufficient number of classrooms to accommodate loading standards
- Safe, clean, and functional restrooms in an adequate number to accommodate school size
- A library or media center
- A multi-purpose facility for indoor lunch, assemblies, or sports
- An outdoor lunch area with adequate seating and shelters
- Parking for visitors and staff in an adequate number to accommodate school size
- Specialized laboratories/classrooms for classes such as science, technology, art, and music
- Accessibility that is in compliance with Americans with Disabilities Act (ADA) accessibility requirements

Classrooms

The District shall strive toward having:

- Classroom sizes that meet California Department of Education standards
- Classrooms with adequate:
 - Lighting
 - Ventilation
 - Temperature controls for heating and cooling
 - Acoustic conditions with noise distractions reduced to a minimum
 - Structural integrity of roofs, walls, floors, ceilings, doors, and windows
 - Seats/desks/furniture to accommodate every student
- No more than 25% of classrooms be temporary/portable classrooms
- Temporary/portable classrooms modernized or replaced within 20 years

Support Facilities

The District shall strive to support all schools with facilities for:

- Administration
- Food service
- Maintenance
- Storage
- Transportation

Safety and Security

The District shall strive to ensure that:

- Students and staff are safe from exposure to hazardous materials such as asbestos, lead, and mold
- Schools are compliant with fire safety codes and earthquake safety codes
- All schools have:
 - Fencing
 - Safety doors and locks
 - Security systems
 - Communication systems
 - Fire alarm/safety systems

Capistrano Unified School District

Facilities Minimum Standards

Physical Education, Sports, and Specialized Facilities

The District shall strive to provide, at the elementary/middle school level:

- Multi-use hard courts/play courts
- Multi-use fields

The District shall additionally strive to provide, at the high school level:

- Locker rooms and showers
- Fields for all sports requiring fields, such as football, baseball, softball, soccer, field hockey, and band
- Courts for all sports requiring courts, such as basketball, tennis, and volleyball
- Aquatic facilities for all aquatic sports, such as swimming and water polo
- Track and field facilities
- Performing arts/theater/auditorium centers

Utilities and Infrastructure

The District shall strive to ensure that all schools have safe and functional:

- Electricity
- Water
- Plumbing
- Sewer systems
- Irrigation systems
- Storm drainage systems
- Heating Ventilation and Air Conditioning (HVAC) systems
- Lighting
- Temperature controls
- Acoustic conditions
- Roofs, walls, floors, ceilings, doors, and windows
- Seats/desks/furniture

Technology

The District shall strive to provide:

- All schools with access to the internet
- All students and staff with access to devices that have internet accessibility

Updated as of: 3/9/16

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1516-41

**CONVEY AN EASEMENT TO THE CITY OF SAN CLEMENTE
FOR VERDE PARK**

WHEREAS, the City of San Clemente (City) has requested that the Capistrano Unified School District (District) dedicate an easement to City upon a portion of the School District's San Clemente High School site (Easement). A legal description and map depicting the location of the Easement are attached hereto as Exhibits "A" and "B," respectively, which are incorporated herein;

WHEREAS, the District desires to provide the Easement to City for installing and maintaining landscaping, hardscaping, vegetation, irrigation and related improvements consistent with use as a public park, pursuant to the terms and conditions set forth in the Grant of Easement attached hereto as Exhibit "C" and incorporated herein;

WHEREAS, on March 9, 2016, the District's Board of Trustees (Board) in a regular open meeting by at least two-thirds vote of all its members adopted Resolution No. 1516-40 (the Resolution) declaring its intention to dedicate the Easement;

WHEREAS, in accordance with Education Code §17557 *et. seq.*, the District's Board fixed March 23, 2016 for a public hearing (Public Hearing) upon the question of making the dedication of the Easement to City; and

WHEREAS, the District posted copies of the Resolution, signed by the Board, in three (3) public places within the District's boundaries not less than ten (10) days before the Public Hearing, and published once, not less than five (5) days before the public hearing in a newspaper of general circulation published in the District, then a newspaper published in the county which has a general circulation in the District; and

WHEREAS, the District held the public hearing on March 23, 2016, and provided an opportunity for comments from the public.

NOW, THEREFORE, THE BOARD DOES HEREBY DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. At the Public Hearing held on March 23, 2016, in accordance with Education Code §17556 *et. seq.*, the Board provided an opportunity for public comment on the question of whether the District should convey the City the Easement, and the Board has considered any and all comments made or received at such time.

Section 3. The Board hereby authorizes the conveyance to the City of the Easement in the manner and form set forth in Exhibit “C.” The Board hereby authorizes the President of the Board or the Superintendent to execute and deliver the Easement to the City.

Section 4. The Board hereby authorizes the Superintendent, or the Superintendent’s designee, to take such additional action or execute such additional documentation as may be reasonably required to effectuate the intent of this Resolution, including, but not limited to, the delivery of the executed deeds to the appropriate entities.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on March 23, 2016, by the following vote:

AYES	()
NOES	()
ABSTAIN	()
ABSENT	()

I, Kirsten M. Vital, 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 on March 23, 2016, by a roll call vote.

Martha McNicholas
Clerk of the Board of Trustees

Kirsten M. Vital
Superintendent
Secretary of the Board of Trustees

EXHIBIT "A"
LEGAL DESCRIPTION OF THE EASEMENT

(ATTACHED ON THE FOLLOWING (2) PAGES)

EXHIBIT "A"
PARK EASEMENT
LEGAL DESCRIPTION

PARCEL A

THAT PORTION OF THE LAND DESCRIBED IN THE GRANT DEED, IN THE CITY OF SAN CLEMENTE, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED MARCH 14, 1962 AS INSTRUMENT NO. 9632 IN BOOK 6038, PAGE 213, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 80 OF TRACT NO. 8597, PER MAP FILED IN BOOK 344, PAGES 7 THROUGH 11, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE GENERALLY WESTERLY LINE OF LOT 85 OF SAID TRACT NO. 8597 SOUTH 32°50'37" EAST, 279.61 FEET TO AN ANGLE POINT;

THENCE CONTINUING ALONG SAID GENERALLY WESTERLY LINE SOUTH 22°04'42" WEST, 96.90 FEET;

THENCE LEAVING SAID GENERALLY WESTERLY LINE NORTH 32°55'39" WEST, 28.85 FEET;

THENCE NORTH 25°25'47" EAST, 9.83 FEET;

THENCE NORTH 06°31'44" EAST, 5.16 FEET;

THENCE NORTH 01°17'52" WEST, 14.35 FEET;

THENCE NORTH 09°59'58" WEST, 44.01 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 140.00 FEET;

THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°37'47" AN ARC LENGTH OF 118.82 FEET;

THENCE NORTH 58°37'45" WEST, 26.21 FEET;

THENCE NORTH 57°06'40" WEST, 27.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 200.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°36'25" AN ARC LENGTH OF 50.99 FEET;

THENCE NORTH 42°30'15" WEST, 32.87 FEET TO THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LOT 80;

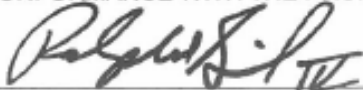
THENCE ALONG SAID SOUTHWESTERLY PROLONGATION NORTH 57°09'23" EAST, 88.92 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 17,114 SQUARE FEET OR 0.393 ACRES,
MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF
WAY, AND EASEMENTS OF RECORD, IF ANY.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A
PART HEREOF.

THIS DOCUMENT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN
CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



RALPH W. GUIDA, IV, P.L.S. 7076

7/17/15

DATE



EXHIBIT "B"
MAP OF THE EASEMENT

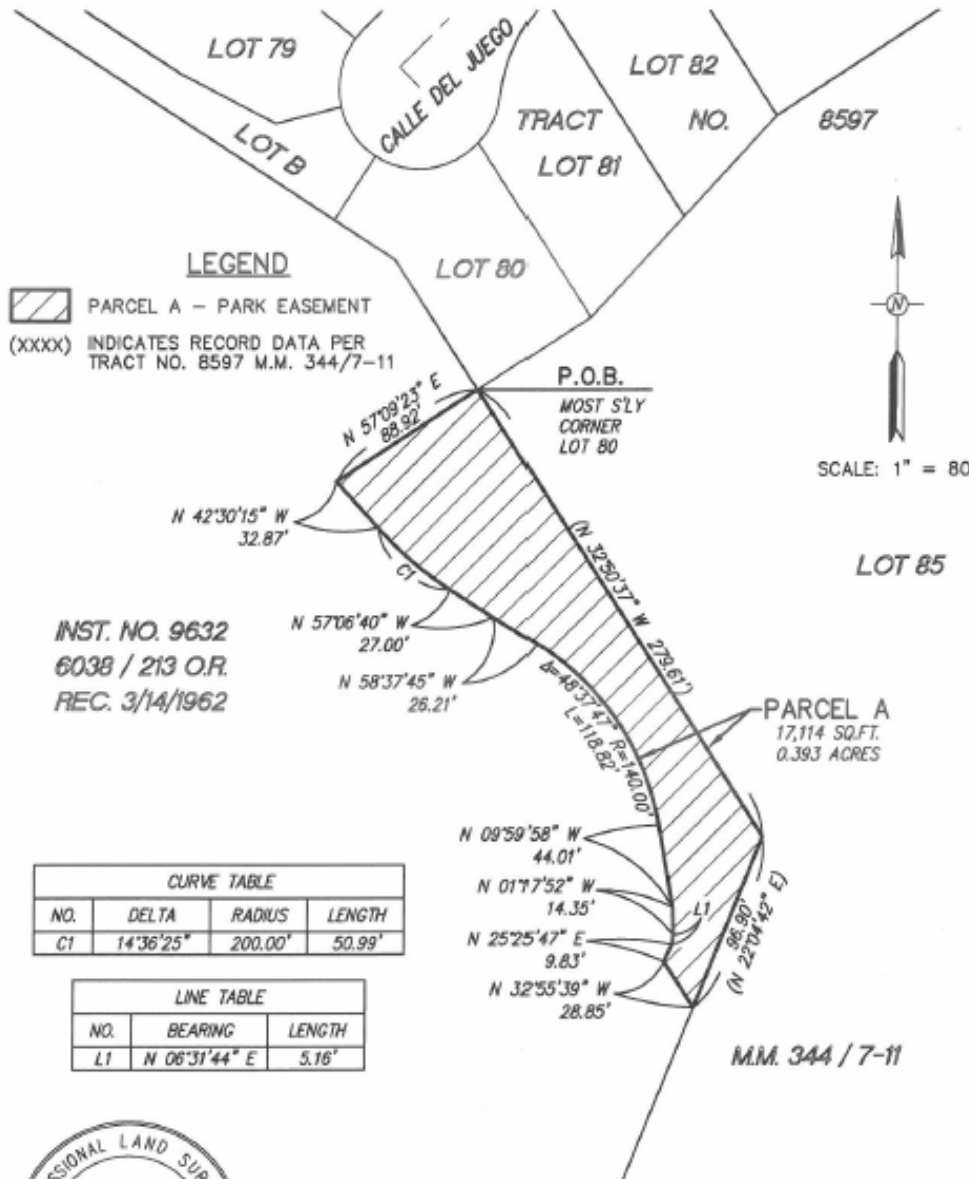
(ATTACHED ON THE FOLLOWING PAGE)

PLAT TO ACCOMPANY
LEGAL DESCRIPTION

EXHIBIT "B" PARK EASEMENT

IN THE CITY OF SAN CLEMENTE
COUNTY OF ORANGE, STATE OF CALIFORNIA

SHEET 1 OF 1 SHEET



PREPARED BY ME OR UNDER MY DIRECTION:

Ralph W. Guida, IV 7/17/15
RALPH W. GUIDA, IV DATE
P.L.S. 7076

EXHIBIT "C"
EASEMENT GRANT DEED

(ATTACHED)

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City of San Clemente
100 Avenida Presidio
San Clemente, CA 92672
Attn: City Manager

With a copy to:

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

(Above Space for Recorder's Use Only)

The undersigned grantor(s) declare(s):
This conveyance is exempt from the payment of a
documentary transfer tax pursuant to Revenue and
Taxation Code Section 11922.

This document is being recorded for the benefit of
the CITY OF SAN CLEMENTE and is exempt
from the payment of a recordation fee pursuant to
Government Code Section 6103.

GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("Easement") is made and entered into and to be performed in San Clemente, California, between the CAPISTRANO UNIFIED SCHOOL DISTRICT, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, hereinafter referred to as "Grantor" and THE CITY OF SAN CLEMENTE, a California municipal corporation, hereinafter referred to as "Grantee."

RECITALS

WHEREAS, Grantor is the owner of certain real property located at 189 Avenida La Cuesta, San Clemente, CA 92672 and 700 Avenida Pico, San Clemente, CA 92673 and referred to as Orange County Assessor's Parcel No. 690-541-01 and 690-541-02 ("Grantor's Property"); and

WHEREAS, Grantee is the owner of certain real property located at 301 Calle Escuela, San Clemente, CA 92672 and referred to as Orange County Assessor's Parcel No. 690-282-14 ("Grantee's Property"), which is adjacent to the Grantor's Property; and

WHEREAS, Grantee desires to obtain from Grantor and Grantor is willing to grant a non-exclusive easement over a portion of Grantor's Property for the purposes of, at the Grantee's sole expense, installing and maintaining new and existing landscaping, hardscaping, vegetation, irrigation and related improvements consistent with use as a public park, as more particularly described in the description and map depiction attached hereto and incorporated herein as Exhibits "A" and "B" respectively (the "Easement Area"). The Easement Area is referred to in Exhibits "A" and "B" as the Park Easement.

AGREEMENT

In consideration of the mutual covenants and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

GRANT OF EASEMENT. Grantor does hereby grant to Grantee, to the extent Grantor has any right, title or interest in the Easement Area, a non-exclusive easement to be used by Grantee at the Grantee's sole expense and discretion, for installing and maintaining new and existing landscaping, hardscaping, vegetation, irrigation and related improvements consistent with use as a public park. The aforementioned Easement shall include, without limitation and at Grantee's sole discretion, the authority to prune, trim, or otherwise maintain existing trees, as necessary to maintain the Easement for public park purposes. Any trimming, pruning, or removal of, or other maintenance to, healthy and mature trees shall be limited to that necessary to maintain the Easement area for public park or safety purposes, and shall not be performed for any other purposes. To the extent Grantee considers the removal of any healthy, mature, or scenic trees, Grantee shall comply with the applicable requirements of the California Environmental Quality Act. This Easement is subject to all existing easements, covenants, conditions, and restrictions recorded against Grantor's Property.

TERM AND TERMINATION. This Easement is granted for a term of thirty (30) years from the date of recordation of this Easement. In the event, however, Grantor determines, by way of a formal action by its Board of Trustees, that the area of the Easement is needed for school purposes, including, but not limited to school classroom or playing field or recreational purposes, Grantor may terminate this Easement upon ninety (90) days written notice to Grantee, after which Grantor and Grantee shall have no further obligations under this Easement.

In the event Grantee materially defaults on any of its obligations hereunder, including specifically its obligations to maintain the Easement area in a manner reasonably sufficient for community public park uses, Grantor may deliver to Grantee a written notice of default, stating with specificity the nature of Grantee's default relative to its obligations under this Easement. If Grantee has not cured the default within thirty (30) days after receipt of the notice of default, or, in the event it is reasonably agreed between the parties that it is not feasible to cure the breach within thirty (30) days and efforts to provide such cure are not commenced within thirty (30) days of such notice and thereafter continuously and diligently pursued, Grantor may terminate this Easement effective immediately upon receipt by Grantee of Grantor's written notice of termination.

LIMITATIONS ON EASEMENT. It is understood and agreed that this Easement does not constitute a conveyance of a fee interest in Grantor's Property or of the minerals therein and

thereunder, but grants only the limited easement as provided in Paragraph 1 above. The Easement granted herein is on an "AS-IS" basis and Grantor makes no representation or warranty of any kind, express or implied, regarding the condition of the Grantor's Property or the Easement Area, the suitability of the Easement Area for Grantee's intended use or as to any matter. Grantor retains for its successors and assigns all rights and uses that do not unreasonably interfere with the use of the rights granted herein to Grantee.

GRANTEE'S OBLIGATIONS. Grantee shall conduct its activities on the Easement Area in a safe, good and workmanlike manner, to avoid causing any damage to, or interference with, any activities and improvements on or near the Easement Area or any adjacent property owned by the Grantor. Grantee shall comply with all laws, ordinances, rules, and regulations applicable to Grantee's use of the Easement Area. Grantee, including its contractors, shall comply with requirements of state law regarding fingerprinting and background checks, if applicable. Grantee shall maintain said landscaping, hardscaping, vegetation, irrigation and related improvements consistent with use as a public park in good condition and repair.

INDEMNITY. Grantee shall be responsible for, and Grantor shall not be answerable or accountable in any manner for any liability, loss, damage, expense, or costs (including without limitation costs and fees of litigation and attorney fees) by reason of any damage or injury to person or property, or both, arising out of the acts of Grantee, its agents, officers, employees, contractors, guests or invitees (collectively "Grantee"), or resulting from Grantee's activities on the Easement Area or from any cause whatsoever arising out of or in connection with this Easement or Grantee's discretion hereunder, or any other use or operations on the Easement Area. Grantee shall indemnify and defend Grantor, its directors, officers, agents, employees, and invitees against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with Grantee's activities on or discretion relative to the Easement Area, this Easement, and any other use of and operations on the Easement Area pursuant to this Easement, whether or not there is concurrent passive negligence on the part of Grantor, its agents, employees or officers, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole active negligence or willful misconduct of Grantor. In connection therewith:

(i) **Actions Filed.** Grantee shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

(ii) **Judgments Rendered.** Grantee shall promptly pay any judgment rendered against Grantee or Grantor covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations on the Easement Area referred to herein and agrees to save and hold Grantor harmless therefrom.

(iii) **Costs and Expenses; Attorneys' Fees.** In the event Grantor is made a party to any action or proceeding filed or prosecuted against Grantee for such damages or other

claims arising out of the use of and operations on the Easement Area referred to herein, Grantee agrees to pay Grantor any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

The provisions of this Section 5 shall survive the termination or expiration of this Easement.

INSURANCE. Grantee agrees to maintain in full force and effect throughout the duration of the Easement a suitable policy or policies of automobile liability insurance, workers' compensation and employer's liability insurance, and comprehensive general liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with Grantee's use, including use by Grantee's agents, officers, employees, contractors, guests and invitees, of the Easement Area under this Easement in an amount acceptable and approved by the Grantor. All insurance required under this Easement shall be issued by a company or companies lawfully authorized to do business in California as admitted carriers, and shall be primary and non-contributory. In lieu of commercial insurance, Grantee shall retain the right to self-insure all or any portion of its insurance obligations herein. Grantor shall be designated as an additional named insured. Prior to entry, Grantee shall provide Grantor with Certificates of Insurance, as well as additional insured endorsements naming Grantor as an additional insured at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions are used. A waiver of subrogation shall be provided for the workers' compensation and employer's liability coverage. Said insurance shall be maintained in a manner sufficient to provide coverage for Grantee's indemnification obligations set forth in Section 5 of this Easement. Grantee shall at minimum require any of its contractors or subcontractors, performing work within the Easement Area, to provide insurance coverage sufficient to meet the requirements of this Section 6. At the Grantee's option, Grantee may self-insure the insurance coverages as required above.

SUCCESSORS, MISCELLANEOUS. The terms and provisions of this Easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of Grantor and Grantee. Grantee shall not assign, transfer or convey any of its rights and/or obligations under this Easement. This Easement shall remain in effect until it is released by Grantor and Grantee by recordable instrument. This Easement contains the entire agreement between the parties relating to the rights granted herein and the obligations assumed hereby and may only be modified by a written agreement executed by all parties hereto and recorded in the official records of the County of Orange.

NOTICE. Any notice which a party is required or may desire to give the other shall be in writing and shall be sent either (a) by United States registered or certified mail, return receipt requested, postage prepaid, or (b) by a generally recognized overnight carrier providing proof of delivery. Any such notice shall be addressed to a party at the party's address appearing below. Any party may change its address for notice at any time by written notice in accordance with this paragraph 8.

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

Attention: Executive Director- Facilities

CITY OF SAN CLEMENTE
100 Avenida Presidio
San Clemente, CA 92672
Attn: City Manager

ATTORNEY'S FEES. In the event any action or suit is brought by a party against another party by reason of the breach of any of the covenants or agreements set forth in this Easement or any other dispute between the parties concerning this Easement, each party shall be responsible for its own attorney's fees and costs.

GOVERNING LAW. This Easement shall be governed and construed in accordance with the laws of the State of California.

AUTHORITY. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Easement and that such execution is binding upon the entity or which he or she is executing this document

HEADINGS. The headings of this Easement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Easement.

SEVERABILITY. If any paragraph, section, sentence, clause or phrase contained in the Easement shall become illegal, null or void, against public policy, or to otherwise unenforceable, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses or phrases contained in the Easement shall not be affected thereby.

WAIVER. The waiver of any breach of any provision hereunder by Grantor or Grantee shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement this _____ day of _____, 2016.

CAPISTRANO UNIFIED SCHOOL
DISTRICT

Its _____

CITY OF SAN CLEMENTE

Its _____

PLEASE NOTARIZE ALL SIGNATURES

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2016, before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2016, before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
PARK EASEMENT
LEGAL DESCRIPTION

PARCEL A

THAT PORTION OF THE LAND DESCRIBED IN THE GRANT DEED, IN THE CITY OF SAN CLEMENTE, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED MARCH 14, 1962 AS INSTRUMENT NO. 9632 IN BOOK 6038, PAGE 213, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 80 OF TRACT NO. 8597, PER MAP FILED IN BOOK 344, PAGES 7 THROUGH 11, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE GENERALLY WESTERLY LINE OF LOT 85 OF SAID TRACT NO. 8597 SOUTH 32°50'37" EAST, 279.61 FEET TO AN ANGLE POINT;

THENCE CONTINUING ALONG SAID GENERALLY WESTERLY LINE SOUTH 22°04'42" WEST, 96.90 FEET;

THENCE LEAVING SAID GENERALLY WESTERLY LINE NORTH 32°55'39" WEST, 28.85 FEET;

THENCE NORTH 25°25'47" EAST, 9.83 FEET;

THENCE NORTH 06°31'44" EAST, 5.16 FEET;

THENCE NORTH 01°17'52" WEST, 14.35 FEET;

THENCE NORTH 09°59'58" WEST, 44.01 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 140.00 FEET;

THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°37'47" AN ARC LENGTH OF 118.82 FEET;

THENCE NORTH 58°37'45" WEST, 26.21 FEET;

THENCE NORTH 57°06'40" WEST, 27.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 200.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°36'25" AN ARC LENGTH OF 50.99 FEET;

THENCE NORTH 42°30'15" WEST, 32.87 FEET TO THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LOT 80;

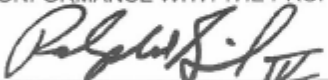
THENCE ALONG SAID SOUTHWESTERLY PROLONGATION NORTH 57°09'23" EAST, 88.92 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 17,114 SQUARE FEET OR 0.393 ACRES,
MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF
WAY, AND EASEMENTS OF RECORD, IF ANY.

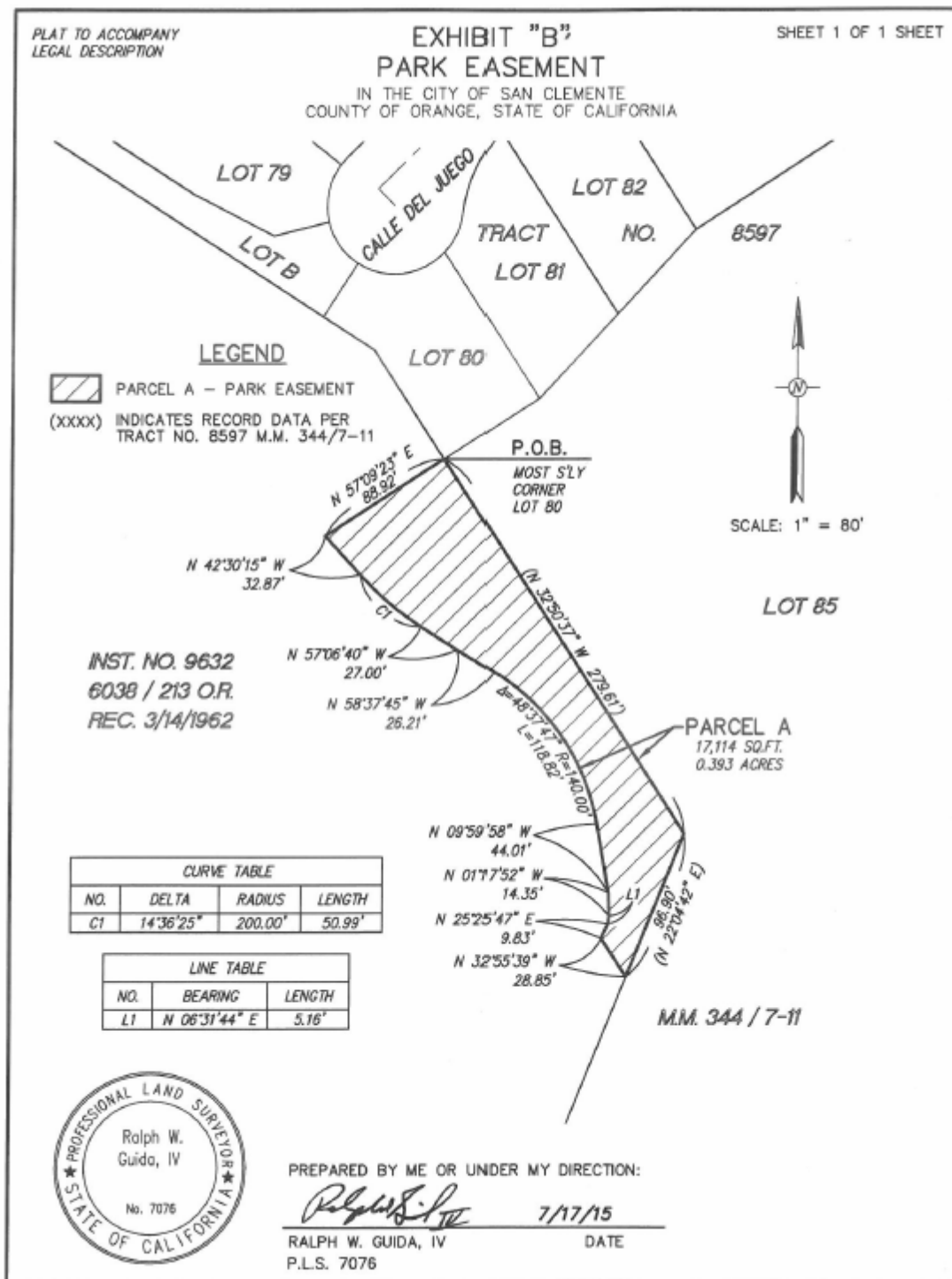
ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A
PART HEREOF.

THIS DOCUMENT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN
CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.


RALPH W. GUIDA, IV, P.L.S. 7076

7/17/15
DATE





CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1516-44

**AN INCREASE IN STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL
AND COMMERCIAL/INDUSTRIAL CONSTRUCTION PURSUANT TO
EDUCATION CODE §17620 AND GOVERNMENT CODE §65995**

WHEREAS, the Board of Trustees of the Capistrano Unified School District (District) provides for the educational needs for Grade K-12 students within the Cities of Aliso Viejo, Dana Point, Mission Viejo, Rancho Santa Margarita, San Clemente, San Juan Capistrano, and Laguna Niguel, (collectively, Cities) and portions of unincorporated areas of the County of Orange (County); and

WHEREAS, on February 24, 2016, the State Allocation Board (SAB) authorized an adjustment in the Statutory School Fee amounts for unified school districts pursuant to Government Code §65995(b)(3) to Three and 48/100 Dollars (\$3.48) per square foot for assessable space of new residential construction (Residential Statutory School Fees) and Fifty-Six Cents (\$0.56) per square foot of chargeable covered and enclosed space for the categories of new commercial/industrial construction (Commercial/Industrial Fees and collectively, Statutory School Fees), as long as such increases are properly justified by the District pursuant to law; and

WHEREAS, new residential and commercial/industrial construction continues to generate additional students for the District's schools and the District is required to provide school facilities (School Facilities) to accommodate those students; and

WHEREAS, overcrowded schools within the District have an impact on the District's ability to provide an adequate quality education and negatively impact the educational opportunities for the District's students; and

WHEREAS, the District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial construction; and

WHEREAS, the Board of Trustees received and considered reports entitled, "Residential Development School Fee Justification Study" and "Commercial/Industrial Development School Fee Justification Study" (Studies) which include information, documentation, and analysis of the School Facilities needs of the District, including: (a) the purpose of the Statutory School Fees; (b) the use to which the Statutory School Fees are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial construction and (1) the use for Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Statutory School Fees from new residential and commercial/industrial construction; (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial construction (by category) upon the cost of providing School Facilities within the District; (e) an evaluation and projection of the number of students that will be

generated by new residential construction; (f) the new School Facilities that will be required to serve such students; and (g) the cost of such School Facilities; and

WHEREAS, the Studies pertaining to the Statutory School Fees and to the capital facilities needs of the District has been available to the public for at least ten (10) days before the Board considered at a regularly scheduled public meeting the increase in the Statutory School Fees; and

WHEREAS, all notices of the proposed increase in the Statutory School Fees have been given in accordance with applicable law; and

WHEREAS, a public hearing was duly held at a regularly scheduled meeting of the Board of trustees relating to the proposed increase in the Statutory School Fees on March 23, 2016; and

WHEREAS, as to the Statutory School Fees, Education Code §17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code §17620 shall not be subject to the California Environmental Quality Act, Division 13 (commencing with §21000) of the Public Resources Code.

IT IS HEREBY RESOLVED by the Board of Trustees of the Capistrano Unified School District as follows:

Section 1. The Board of Trustees accepts and adopts the Studies.

Section 2. The Board of Trustees finds the purpose of the Statutory School Fees imposed upon new residential construction are to fund the additional School Facilities required to serve the students generated by the new residential construction upon which the Statutory School Fees are imposed.

Section 3. The Board of Trustees finds the Statutory School Fees imposed on new residential construction will be used only to finance those School Facilities described in the Studies and related documents, and that these School Facilities are required to serve the students generated by the new residential construction within the District; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms, and technology, and acquiring and installing additional portable classrooms and related School Facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new residential construction, as well as any required central administrative and support facilities, within the District.

Section 4. The Board of Trustees finds there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and the new residential construction within the District because the Statutory School Fees imposed on new residential construction by this Resolution will be used to fund School Facilities that will be used to serve the students generated by such new residential construction.

Section 5. The Board of Trustees finds there is a roughly proportional, reasonable relationship between the new residential construction upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new residential construction within the District, and the District does not have student capacity in the existing School Facilities to accommodate these students.

Section 6. The Board of Trustees finds the amount of the Statutory School Fees imposed on new residential construction as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential construction within the District.

Section 7. The Board of Trustees finds the purpose of the Statutory School Fees imposed on new commercial/industrial construction is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial construction upon which the Commercial/Industrial Fees are imposed.

Section 8. The Board of Trustees finds the Statutory School Fees imposed on new commercial/industrial construction (by category) will be used only to finance those School Facilities described in the Studies and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial construction; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new commercial/industrial construction, as well as any required central administrative and support facilities within the District.

Section 9. The Board of Trustees finds there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and new commercial/industrial construction by category within the District because the Statutory School Fees imposed on commercial/industrial construction by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial construction.

Section 10. The Board of Trustees finds there is a roughly proportional, reasonable relationship between the new commercial/industrial construction by category, upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new commercial/industrial construction within the District and the District does not have student capacity in the existing School Facilities to accommodate these students.

Section 11. The Board of Trustees finds the amount of the Statutory School Fees imposed on new commercial/industrial construction by category as set forth in this Resolution is roughly proportional and reasonably related to and does not exceed the cost of providing the School

Facilities required to serve the students generated by such new commercial/industrial construction within the District.

Section 12. The Board of Trustees finds a separate fund (Fund) of the District and two or more sub-funds (Sub-Funds) have been created or are authorized to be established for all monies received by the District for the deposit of Statutory School Fees and mitigation payments (Mitigation Payments) imposed on construction within the District and said Fund and Sub-Funds at all times have been separately maintained, except for temporary investments, with other funds of the District as authorized by law.

Section 13. The Board of Trustees finds the monies of the separate Fund or the separate Sub-Funds described in Section 12, consisting of the proceeds of Statutory School Fees and Mitigation Payments have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and/or commercial/industrial construction, and thus, these monies may be expended for all those purposes permitted by applicable law. The Statutory School Fees may also be expended by the District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b), and (d) of §66001 of the Government Code. In addition, the District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code §17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees.

Section 14. The Board of Trustees hereby increases the Statutory School Fees as a condition of approval of new residential development projects and imposes the Statutory School Fees on such development projects in the following amounts:

- (a) Three and 48/100 Dollars (\$3.48) per square foot of assessable space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code §17625, and including residential construction or reconstruction other than new construction where such construction or reconstruction results in an increase of assessable space, as defined in Government Code §65995, in excess of five hundred (500) square feet.
- (b) Fifty-Six Cents (\$0.56) per square foot of assessable space, for new residential construction used exclusively for the housing of senior citizens, as described in Civil Code §51.3 or as described in subdivision (k) of Health and Safety Code §1596.2 or a multi-level facility as described in paragraph 9 of subdivision (d) of Government Code §15432 or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

Section 15. The Board of Trustees hereby increases the Statutory School Fees as a condition of approval of new commercial/industrial construction projects and levies the Statutory School

Fees on such development projects in the following amounts per square foot of chargeable covered and enclosed space for all categories of commercial/industrial construction to \$0.56 per square foot.

Section 16. The proceeds of the Statutory School Fees increased and established pursuant to this Resolution shall continue to be deposited into those Sub-Funds of the Funds identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Statutory School Fees are to be collected, including, as to Statutory School Fees, accomplishing any study, findings or determinations required by subdivisions (a), (b), and (d) of Government Code §66001, or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code §17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees or in financing the described Studies or in defending the imposition of Statutory School Fees.

Section 17. The District's Superintendent, or designee, is directed to cause a copy of this Resolution to be delivered to the building officials of the Cities and the County, as well as the Office of Statewide Health Planning and Development (OSHDP), along with a copy of all the supporting documentation referenced herein and a map of the District clearly indicating the boundaries thereof, advising the Cities, the County and OSHPD that new residential and commercial/industrial construction is subject to the Statutory School Fees increased pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home or manufactured home subject to the Statutory School Fees absent a certification of compliance (Certificate of Compliance) from the District demonstrating compliance of such project with the requirements of the Statutory School Fees, nor that any building permit be issued for any nonresidential construction absent a certification from this District of compliance with the requirements of the applicable Statutory School Fees.

Section 18. The Board of Trustees hereby adopts and establishes the procedures that permit the party against whom the Commercial/Industrial Fees are imposed the opportunity for a hearing to appeal that imposition of Commercial/Industrial Fees for commercial/industrial construction as stated in Education Code §17621 and Government Code §66020 and §66021.

Section 19. The Superintendent is authorized to cause a Certificate of Compliance to be issued for each development project, mobile home, and manufactured home for which there is compliance with the requirement for payment of the Statutory School Fees in the amounts specified by this Resolution. In the event a Certificate of Compliance is issued for the payment of Statutory School Fees for a development project, mobile home, or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue or in the event the zoning is declared invalid, then such Certificate of Compliance shall automatically terminate, and the appropriate Cities, County, or OSHPD shall be so notified.

Section 20. No statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or nonresidential construction.

Section 21. If any portion or provision hereof is held invalid, the remainder hereof is intended to be and shall remain valid.

Section 22. The increase in the District's Statutory School Fees will become effective sixty (60) days from the date of this Resolution unless a separate resolution increasing the fees immediately on an urgency basis is adopted by the Board.

Section 23. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

AYES: ()
NOES ()
ABSENT ()
ABSTAIN ()

I, Kirsten M. Vital, 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 on the 23th day of March 2016, by a roll call vote.

Martha McNicholas
Clerk of the Board of Trustees

Kirsten M. Vital
Superintendent
Secretary of the Board of Trustees



MEMORANDUM

To: Clark Hampton
From: Keith Weaver *KW*
Date: March 14, 2015
Re: Board Documents on the Amendment of CFD 98-1A and Formation of CFD 98-1B

Clark, on March 23rd the Board will be asked to consider approval of resolutions and related legal documents on the amendment of CFD 98-1A and the intention to form CFD 98-1B for the Pacifica San Juan community. In preparation for the Board's consideration of these items, this memorandum briefly reviews the role of each of the primary documents.

Resolution Acknowledging Petition for CFD 98-1B and Authorizing Various Agreements

This resolution acknowledges receipt of a petition and approves several agreements. Each of these documents are discussed below:

Petition to Create CFD 98-1B

CUSD has received a petition from Pacific Point Development Partners (the landowner and developer) to form CFD 98-1B. This CFD will fund a share of the development mitigation for the new homes. The estimated bond amount to be issued by the CFD is \$11.5 million, and the resolution establishes a not-to-exceed amount of \$14.0 million. The boundaries of CFD 98-1B will cover just the new homes within Pacifica San Juan. The CFD will fund both school facilities and city infrastructure that serve the Pacifica San Juan community.

Deposit and Reimbursement Agreement

This agreement establishes a process where Pacific Point Development Partners will pay deposits to CUSD for upfront costs associated with forming CFD 98-1B. Upon the issuance of bonds, Pacific Point Development Partners will be reimbursed for the deposits they made.

Second Amended and Restated Joint Community Facilities Agreement

The joint community facilities agreement was originally approved in 1999, and then amended in 2004. This amendment in 2016 would constitute the second amendment to the agreement. It provides for the City to receive its share of the mitigation funding, and specifies the City infrastructure and facilities that can be acquired with the funding.

Amended and Restated Impact Mitigation Agreement

The impact mitigation agreement describes the mitigation funding to be received. It acknowledges the pay-as-you-go funds on hand that were received from taxes previously levied by crediting this toward the school mitigation amount. It calls for the issuance of bonds this year under CFD 98-1A, based on the existing 98 homes, at a tax levy that is reduced to 39.67% of the prior maximum. It further calls for the issuance of bonds in future years based on the new homes that are developed within CFD 98-1A, at the same 39.67% tax levy. Finally, it calls for the issuance of bonds under CFD 98-1B, which covers just the new homes, to help fund the new homes' share of

EXHIBIT 24

1228 N Street, Suite 13, Sacramento, CA 95814-5609
Telephone (916) 444-5100 Fax (916) 444-5109

mitigation. The proceeds of the bonds, along with any pay-as-you-go funds received, are split between CUSD and the City at approximately 50%-50% up until the point that the mitigation is fully funded. The total mitigation provides \$13,801,000 to CUSD and \$13,800,000 to the City. Thereafter, to the extent taxes are not needed for repayment of the bonds, CUSD has the discretion to collect pay-as-you-go funds or reduce the tax levy.

Purchase and Sale Agreement

This agreement provides for CUSD to purchase land within the CFD. The land consists of 7.292 acres that is located outside, and below, the residential community. The purchase price of the property is set at \$6 million. The purchase must take place within nine months of CUSD receiving bond proceeds that, when combined with pay-as-you-go funds (excluding funds received that are allocated to the City), equal or exceed the purchase price. The estimated timeframe by which the purchase must occur is spring or summer 2018. If a sufficient amount of bonds are not issued, the contract expires on June 30, 2019, with an extension permitted by the developer. CUSD has the ability, with the developer's consent, to pursue re-entitlement of the site to a zoning of school and/or residential property. This can occur once the developer has completely vested with their entitlements (estimated to be late 2016). CUSD also has the ability, with the developer's consent, to assign its rights under the agreement to a developer or other third party.

Resolution of Intention to Establish CFD 98-1B

This resolution declares CUSD's intention to establish CFD 98-1B. The resolution sets a date for a public hearing at the Board meeting on May 11, 2016 and provides for an election where the landowner(s) within the CFD will vote on the approval of the CFD. It describes the facilities to be financed by the CFD. Finally, it includes a rate and method of apportionment of the CFD tax.

Rate and Method of Apportionment

The rate and method of apportionment describes how taxes levied within the CFD will be applied amongst the property owners. There will be six zones of taxes based on the different locations and housing products planned by the developer. Developed property is levied first, and undeveloped property is only levied to the extent required to pay debt service on the bonds. Property owners have the ability to prepay the tax. The tax has an expiration date of 40 years, beginning with FY 2016-17.

Resolution of Intention to Incur Debt Within CFD 98-1B

The resolution describes CUSD's intention to issue bonds to help fund the share of mitigation owed by new homes within CFD 98-1B. The bonds will finance school facilities and city infrastructure. The estimated bond amount is \$11.5 million, and the resolution establishes a not-to-exceed amount of \$14.0 million. The estimated term of the bonds is 30 years, and the resolution establishes a not-to-exceed term of 40 years.

Next Steps

At the May 11th Board meeting, a public hearing and election are scheduled to be held, and the Board will be asked to consider resolutions and related legal documents that form CFD 98-1B, reduce the tax under CFD 98-1A, and authorize the issuance of bonds.

Clark, please let us know if you have any questions or comments. Thank you.

KW/abm

RESOLUTION NO. 1516-45

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ACKNOWLEDGING RECEIPT OF A PETITION TO CREATE A COMMUNITY FACILITIES DISTRICT AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEPOSIT AND REIMBURSEMENT AGREEMENT, A SECOND AMENDED AND RESTATED JOINT COMMUNITY FACILITIES AGREEMENT, AN AMENDED AND RESTATED IMPACT MITIGATION AGREEMENT, AND A PURCHASE AND SALE AGREEMENT

Community Facilities District No. 98-1B of the Capistrano Unified School District (Pacifica San Juan)

WHEREAS, Pacific Point Development Partners LLC (the “Owner”) is the owner of certain undeveloped real property (the “Property”) located within the boundaries of the Capistrano Unified School District (“CUSD”);

WHEREAS, the Owner intends to develop the Property as approximately 318 single family detached and attached units (the “Project”);

WHEREAS, CUSD (i) is authorized to levy special taxes (“98-1A Special Taxes”) on the Property pursuant to the rate and method of apportionment of special tax for Community Facilities District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan) (“CFD No. 98-1A”) under the Mello-Roos Community Facilities Act of 1982, as amended, constituting Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311 of the California Government Code (the “Act”), and to issue bonds secured by such 98-1A Special Taxes in CFD No. 98-1A (the “98-1A Bonds”), and (ii) will be authorized, upon formation of Community Facilities District No. 98-1B of the Capistrano Unified School District (Pacifica San Juan) (“CFD No. 98-1B”) over the Property pursuant to the Act, to levy special taxes on the Property pursuant to the rate and method of apportionment of special tax for CFD No. 98-1B;

WHEREAS, CUSD has received a written petition (the “Petition”) from the Owner requesting that proceedings be instituted pursuant to the Act to establish CFD No. 98-1B, to levy special taxes in CFD No. 98-1B, and to authorize special tax bonds for CFD No. 98-1B (“98-1B Bonds”);

WHEREAS, the Owner owns all of the land proposed to be included within CFD No. 98-1B;

WHEREAS, under the Act, the Board of Trustees of CUSD (the “Board of Trustees”) is authorized to establish CFD No. 98-1B;

WHEREAS, Section 53314.9 of the Act provides that, at any time either before or after the formation of a community facilities district, the legislative body may accept advances of funds from any source, including, but not limited to, private persons or private entities and may provide, by resolution, for the use of those funds for any authorized purpose, including, but not limited to, paying any cost incurred by the local agency in creating a community facilities district;

WHEREAS, Section 53314.9 of the Act further provides that the legislative body may enter into an agreement, by resolution, with the person or entity advancing the funds, to repay all or a portion of the funds advanced, as determined by the legislative body, with or without interest, under all of the following conditions: (a) the proposal to repay the funds is included in both the resolution of intention to establish a community facilities district adopted pursuant to Section 53521 of the Act and in the resolution of formation to establish the community facilities district pursuant to Section 53325.1 of the Act, (b) any proposed special tax is approved by the qualified electors of the community facilities district pursuant to the Act, and (c) any agreement shall specify that if the qualified electors of the community facilities district do not approve the proposed special tax, the local agency shall return any funds which have not been committed for any authorized purpose by the time of the election to the person or entity advancing the funds; and

WHEREAS, said deposit of funds has been made by the Owner;

WHEREAS, there has been presented to this meeting a form of Deposit and Reimbursement Agreement, by and between CUSD and the Owner (the "Deposit Agreement"), that provides for the advancement of funds by the Owner to be used to pay costs incurred in connection with the creation of CFD No. 98-1B and the issuance of 98-1B Bonds thereby, and provides for the reimbursement to the Owner of such funds advanced, without interest, from the proceeds of any such 98-1B Bonds issued by CFD No. 98-1B;

WHEREAS, CUSD and the Owner desire to enter into the Deposit Agreement in accordance with Section 53314.9 of the Act;

WHEREAS, CUSD will initiate proceedings under the Act to establish CFD No. 98-1B, to authorize the levy of special taxes (the "98-1B Special Taxes") upon the land within CFD No. 98-1B, and to issue 98-1B Bonds secured by such 98-1B Special Taxes;

WHEREAS, certain of the proceeds of the 98-1A Special Taxes, the 98-1B Special Taxes, the 98-1A Bonds, and the 98-1B Bonds are to be used to finance certain public facilities (the "Facilities");

WHEREAS, certain of the Facilities (the "City Facilities") are to be owned and operated by the City of San Juan Capistrano, a municipal corporation (the "City");

WHEREAS, Section 53316.2 of the Act provides that a community facilities district may finance facilities to be owned or operated by an entity other than the agency that created the community facilities district only pursuant to a joint community facilities agreement or a joint exercise of powers agreement adopted pursuant to said Section;

WHEREAS, Section 53316.2 of the Act further provides that the legislative bodies of two or more local agencies may enter into a joint community facilities agreement pursuant to said Section and Sections 53316.4 and 53316.6 of the Act to exercise any power authorized by the Act with respect to the community facilities district being created if the legislative body of each entity adopts a resolution declaring that such a joint agreement would be beneficial to the residents of that entity;

WHEREAS, subsection (e) of Section 53316.2 of the Act provides that, notwithstanding any other provision of the Act, no local agency which is party to a joint exercise of powers agreement or joint community facilities agreement shall have primary responsibility for formation of a community facilities district unless that agency is one or more of certain specified types of agencies, including an agency that is reasonably expected to have responsibility for providing facilities or services to be financed by a larger share of the proceeds of special taxes and bonds of the community facilities district or districts created pursuant to the joint exercise of powers agreement or the joint community facilities agreement than any other local agency;

WHEREAS, CUSD previously authorized and executed an Amended and Restated Joint Community Facilities Agreement, dated as of June 14, 2004 (the “Original JCFA”), by and among CUSD, the City, and SJD Partners, LTD, a California limited partnership (predecessor to the Owner) in order for CFD No. 98-1A to finance certain capital facilities and fees;

WHEREAS, there has been presented to this meeting a form of Second Amended and Restated Joint Community Facilities Agreement, by and among CUSD, CFD No. 98-1A, the City, and the Owner (the “JCFA Amendment”), that reauthorizes the financing of capital improvement fees and City Facilities through CFD No. 98-1A and authorizes the financing of capital improvement fees and City Facilities through CFD No. 98-1B;

WHEREAS, CUSD, CFD No. 98-1A, the City, and the Owner desire to enter into the JCFA Amendment in accordance with Section 53316.2 of the Act;

WHEREAS, CUSD previously authorized and executed an Impact Mitigation Agreement Related to Community Facilities District No. 98-1A, dated as of June 14, 2004;

WHEREAS, there has been presented to this meeting a form of Amended and Restated Impact Mitigation Agreement, by and among CUSD, CFD No. 98-1A, and the Owner (the “Mitigation Amendment”), in order to mitigate of the impact upon CUSD of the development of the Project in lieu of any fees, charges, dedications, or other requirements which CUSD might have imposed upon the project, and establishes the priority of funding of Facilities by both CFD No. 98-1A and CFD No. 98-1B;

WHEREAS, CUSD, CFD No. 98-1A, and the Owner desire to enter into the Mitigation Amendment pursuant to California Education Code Section 17620 and/or California Government Code Section 65970 *et seq.*, and Section 65995 *et seq.*;

WHEREAS, there has been presented to this meeting a form of Purchase and Sale Agreement by and between CUSD and the Owner (the “Purchase Agreement”) that provides for

the purchase by CUSD from the Owner of approximately 7.3 acres located in the City of San Juan Capistrano, County of Orange, California (Assessor's Parcel No. 675-081-17); and

WHEREAS, each of the JCFA Amendment, the Mitigation Amendment, and the Purchase Agreement are effective on the Effective Date, which is defined as the date that the Formation Conditions have been satisfied in full, and the term "Formation Conditions" is defined to mean all of the following: (i) the qualified electors of the Property approve of the levy of special taxes in CFD No. 98-1B, the issuance of the 98-1B Bonds, and the appropriations limit by 2/3 or more of the votes cast on the ballot measures at the special election; (ii) CUSD adopts a resolution certifying the results of the special election in CFD No. 98-1B; (iii) a notice of special tax lien is recorded after the statute of limitations expiration date against the Property; (iv) an amendment to the CFD No. 98-1A Notice of Special Tax Lien is recorded after the statute of limitations expiration date to permanently lower the special tax rates that may be levied in CFD No. 98-1A so as to achieve the 60.33% Reduction; (v) the statute of limitations expiration date has occurred; (vi) the approval by the Board of Trustees (on behalf of itself and CFD No. 98-1A) and the execution by CUSD, CFD No. 98-1A, and the Owner of the Mitigation Amendment; (vii) the approval by the Board of Trustees and the execution by CUSD and the Owner of the Purchase Agreement; and (viii) the approval by the Board of Trustees (on behalf of itself and CFD No. 98-1A) and the approval by the City Council of the City, and the execution by CUSD, CFD No. 98-1A, the City, and the Developer of the JCFA Amendment.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Capistrano Unified School District as follows:

Section 1. Receipt of the Petition is hereby acknowledged.

Section 2. The Deposit Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is hereby approved. The President of the Board of Trustees, and such other member of the Board of Trustees as the President may designate, the Superintendent of CUSD, the Deputy Superintendent, Business and Support Services, of CUSD, and such other officer or employee of CUSD as the Superintendent may designate (the "Authorized Officers") are, and each of them is, hereby authorized and directed, for and in the name of CUSD, to execute and deliver the Deposit Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Deposit Agreement by such Authorized Officer.

Section 3. The Board of Trustees hereby finds and determines that in CFD No. 98-1A the CUSD facilities are expected to be financed by a larger share of the proceeds of the 98-1A Special Taxes and the 98-1A Bonds than the City Facilities. The Board of Trustees hereby finds and determines that in CFD No. 98-1B the CUSD facilities are expected to be financed by a larger share of the proceeds of the 98-1B Special Taxes and the 98-1B Bonds than the City Facilities.

Section 4. The Board of Trustees hereby declares that the JCFA Amendment will be beneficial to the residents of CUSD, CFD No. 98-1A, and CFD No. 98-1B.

Section 5. The JCFA Amendment, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is hereby approved. The Authorized Officers are, and each of them is, hereby authorized and directed, for and in the name of CUSD, to execute and deliver the JCFA Amendment in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the JCFA Amendment by such Authorized Officer.

Section 6. The Board of Trustees hereby declares that the Mitigation Amendment will be beneficial to the residents of CUSD, CFD No. 98-1A, and CFD No. 98-1B.

Section 7. The Mitigation Amendment, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is hereby approved. The Authorized Officers are, and each of them is, hereby authorized and directed, for and in the name of CUSD, to execute and deliver the Mitigation Amendment in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Mitigation Amendment by such Authorized Officer.

Section 8. The Board of Trustees hereby declares that the Purchase Agreement will be beneficial to the residents of CUSD, CFD No. 98-1A, and CFD No. 98-1B.

Section 9. The Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is hereby approved. The Authorized Officers are, and each of them is, hereby authorized and directed, for and in the name of CUSD, to execute and deliver the Purchase Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Purchase Agreement by such Authorized Officer.

Section 10. The officers, employees and agents of CUSD are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 11. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 23rd day of March, 2016, by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

President, Capistrano Unified School
District

ATTEST:

Clerk, Capistrano Unified
School District

APPROVED AS TO LEGAL FORM:

District Counsel

CLERK'S CERTIFICATE

I, _____, Clerk of the Capistrano Unified School District, do hereby certify as follows:

The foregoing resolution is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly held at the regular meeting place thereof on the 23rd day of March, 2016, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at 33122 Valle Road, San Juan Capistrano, California 92675, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: _____, 2016

[SEAL]

Clerk of the Capistrano Unified School District

**PETITION
TO CREATE A COMMUNITY FACILITIES DISTRICT
(Including Waiver)**

**Community Facilities District No. 98-1B
of the Capistrano Unified School District (Pacifica San Juan)**

Board of Trustees
Capistrano Unified School District
33122 Valle Road
Capistrano, California 92675

Members of the Board of Trustees:

This is a petition to create a community facilities district, and a waiver with respect to certain procedural matters, under the Mello-Roos Community Facilities Act of 1982, as amended, constituting Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311 of the Government Code (the “Act”), and the undersigned hereby states as follows:

1. Petitioner. This petition is submitted by Pacific Point Development Partners LLC (the “Petitioner”), as the owner of all of the land proposed to be included within the community facilities district. By submitting this petition, Petitioner warrants to the Capistrano Unified School District (“CUSD”) that it is the owner of such land.

2. Proceedings Requested. Petitioner hereby requests that the Board of Trustees (the “Board of Trustees”) of CUSD institute proceedings pursuant to the Act to establish a community facilities district to be designated “Community Facilities District No. 98-1B of the Capistrano Unified School District (Pacifica San Juan)” (the “Community Facilities District”), to levy special taxes in the Community Facilities District and to authorize special tax bonds for the Community Facilities District in an amount of not to exceed \$14,000,000.

3. Boundaries of Community Facilities District. The boundaries of the territory which is proposed for inclusion in the Community Facilities District are described in Exhibit A attached hereto and made a part hereof.

4. Types of Facilities. The types of facilities to be financed by the Community Facilities District are described in Exhibit B attached hereto and made a part hereof.

5. Elections. Petitioner hereby requests that the special elections be held under the Act to authorize the special taxes for the Community Facilities District, to authorize the issuance of the bonds for the Community Facilities District and to establish an appropriations limit for the Community Facilities District be consolidated into a single election and that the election be conducted by CUSD and its officials using mailed or hand-delivered ballots and that such ballots be opened and canvassed and the results certified at the same meeting of the Board of Trustees as

the public hearings on the Community Facilities District under the Act, or as soon thereafter as possible.

6. Waiver. To expedite the completion of the proceedings for the Community Facilities District, Petitioner hereby waives all notices of hearings (other than published notices required under the Act) and all notices of election, all applicable waiting periods under the Act for the election, all ballot analysis and arguments for the election and all requirements as to the form of the ballot.

7. Mailing Address. The address of Petitioner for receiving notices is: Pacific Point Development Partners LLC, 8105 Irvine Center Drive, Suite 1450, Irvine, California 92618, Attention: Phil Bodem.

This petition is dated March __, 2016.

PACIFIC POINT DEVELOPMENT PARTNERS LLC,
A Delaware limited liability company

By: Taylor Morrison Pacific Point Holdings, LLC,
A Delaware limited liability company,
Its Managing Member

By: _____
Name: _____
Title: _____

EXHIBIT A

BOUNDARIES OF COMMUNITY FACILITIES DISTRICT

The boundaries of the territory which is proposed for inclusion in the Community Facilities District are depicted in the attached map. Such territory is identified as the following Orange County Assessor Parcel Nos.:

675-421-07	675-085-28	675-451-14	675-461-43	675-461-09	675-444-14
675-421-08	675-085-27	675-451-13	675-461-42	675-461-08	675-444-13
675-421-09	675-085-26	675-451-12	675-461-41	675-461-07	675-444-12
675-421-10	675-085-25	675-451-11	675-461-40	675-461-06	675-444-11
675-421-11	675-085-24	675-451-10	675-461-39	675-461-05	675-444-10
675-421-12	675-085-23	675-451-09	675-461-38	675-461-04	675-444-19
675-421-13	675-085-22	675-451-08	675-461-37	675-461-03	675-444-20
675-431-30	675-085-21	675-451-07	675-461-36	675-461-02	675-444-21
675-431-31	675-085-20	675-451-06	675-461-35	675-461-01	675-444-22
675-431-32	675-085-19	675-451-05	675-461-34	675-471-21	675-444-23
675-431-33	675-085-18	675-451-04	675-461-33	675-471-20	675-444-01
675-431-24	675-085-17	675-451-03	675-461-32	675-471-19	675-444-02
675-431-25	675-085-16	675-451-02	675-461-31	675-471-18	675-444-03
675-431-26	675-085-15	675-451-01	675-461-30	675-471-17	675-444-04
675-431-27	675-085-14	675-451-22	675-461-29	675-471-16	675-444-05
675-431-28	675-085-13	675-451-21	675-461-28	675-471-15	675-444-06
675-431-29	675-085-12	675-471-38	675-461-27	675-471-14	675-444-07
675-431-18	675-085-11	675-471-37	675-461-26	675-471-13	675-444-08
675-431-19	675-085-10	675-471-36	675-461-25	675-471-12	675-444-09
675-431-20	675-085-09	675-471-35	675-461-24	675-471-11	675-443-02
675-431-21	675-085-08	675-471-34	675-461-23	675-471-10	675-081-20
675-431-22	675-085-07	675-471-33	675-461-22	675-471-09	
675-431-23	675-085-06	675-471-32	675-461-21	675-471-08	
675-085-39	675-085-05	675-471-31	675-461-20	675-471-07	
675-085-38	675-085-04	675-471-30	675-461-19	675-471-06	
675-085-37	675-085-03	675-471-29	675-461-18	675-471-05	
675-085-36	675-085-02	675-471-28	675-461-17	675-471-04	
675-085-35	675-085-01	675-471-27	675-461-16	675-471-03	
675-085-34	675-451-20	675-471-26	675-461-15	675-471-02	
675-085-33	675-451-19	675-471-25	675-461-14	675-471-01	
675-085-32	675-451-18	675-471-24	675-461-13	675-444-18	
675-085-31	675-451-17	675-471-23	675-461-12	675-444-17	
675-085-30	675-451-16	675-471-22	675-461-11	675-444-16	
675-085-29	675-451-15	675-461-44	675-461-10	675-444-15	

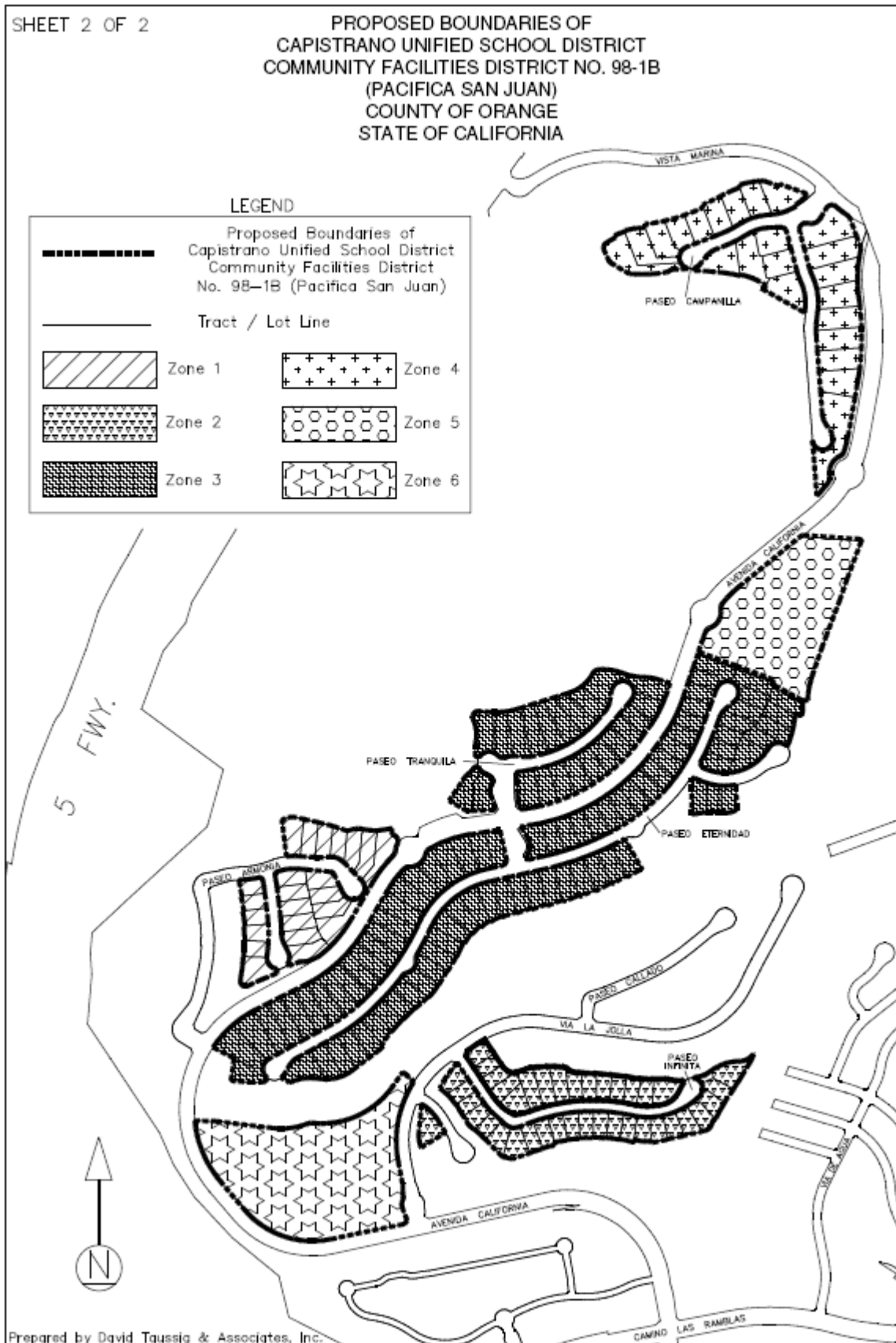


EXHIBIT B

TYPES OF FACILITIES

The types of facilities to be financed by the Community Facilities District are as follows:

Facilities owned and operated by the Capistrano Unified School District: elementary, middle, and/or high school facilities, school sites, central support and administrative facilities, transportation and special education facilities, including any incidental school administrative and transportation center improvements, and district vehicles.

Facilities owned and operated by the City of San Juan Capistrano: Street Improvements (including, but not limited to, A Street (consisting of streets now known as Avenida California and Vista Marina, curb and gutter, lighting, signalization, landscaping and monumentation on such streets, and the underlying sewer, water, and storm drain improvements), La Novia Avenue, Valle Road North, and Camino Capistrano), Storm Drain Improvements, Water and Sewer Improvements, Landscape and Lighting Improvements, Monuments, and City of San Juan Capistrano Development Impact Fees (including, but not limited to, fees for park, affordable housing, water capacity, water storage, water, street, systems development, agricultural preservation, sewer, signalization, and citywide development improvements).

DEPOSIT AND REIMBURSEMENT AGREEMENT

by and between

CAPISTRANO UNIFIED SCHOOL DISTRICT

and

PACIFIC POINT DEVELOPMENT PARTNERS LLC

Dated as of March 1, 2016

**Community Facilities District No. 98-1B
of the Capistrano Unified School District (Pacifica San Juan)**

DEPOSIT AND REIMBURSEMENT AGREEMENT

THIS DEPOSIT AND REIMBURSEMENT AGREEMENT (this “Deposit Agreement”), dated as of March 1, 2016, is by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT, a school district organized and existing under and by virtue of the laws of the State of California (“CUSD”), and PACIFIC POINT DEVELOPMENT PARTNERS LLC, a Delaware limited liability company (the “Owner”).

WITNESSETH:

WHEREAS, the Owner has petitioned CUSD to create a community facilities district to be designated “Community Facilities District No. 98-1B of the Capistrano Unified School District (Pacifica San Juan)” (the “Community Facilities District”) under the Mello-Roos Community Facilities Act of 1982, as amended, constituting Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311 of the California Government Code (the “Act”);

WHEREAS, Section 53314.9 of the Act provides that, at any time either before or after the formation of a community facilities district, the legislative body may accept advances of funds or work in-kind from any source, including, but not limited to, private persons or private entities and may provide, by resolution, for the use of those funds for any authorized purpose, including, but not limited to, paying any cost incurred by the local agency in creating a community facilities district;

WHEREAS, Section 53314.9 of the Act further provides that the legislative body may enter into an agreement, by resolution, with the person or entity advancing the funds, to repay all or a portion of the funds or, the value or cost of the work in-kind, whichever is less, advanced, as determined by the legislative body, with or without interest, under all of the following conditions: (a) the proposal to repay the funds or, the value or cost of the work in-kind, whichever is less, is included in both the resolution of intention to establish a community facilities district adopted pursuant to Section 53521 of the Act and in the resolution of formation to establish the community facilities district pursuant to Section 53325.1 of the Act, (b) any proposed special tax is approved by the qualified electors of the community facilities district pursuant to the Act, and (c) any agreement shall specify that if the qualified electors of the community facilities district do not approve the proposed special tax, the local agency shall return any funds which have not been committed for any authorized purpose by the time of the election to the person or entity advancing the funds; and

WHEREAS, CUSD and the Owner desire to enter into this Deposit Agreement in accordance with Section 53314.9 of the Act in order to provide for the advancement of funds and work in-kind by the Owner to be used to pay costs incurred in connection with the creation of the Community Facilities District and the issuance of special tax bonds, notes or other evidence of indebtedness (the “Bonds”) thereby, and to provide for the reimbursement to the Owner of such funds or, the value or cost of the work in-kind, whichever is less, advanced, without interest, from the proceeds of any Bonds issued by the Community Facilities District;

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

Section 1. The Deposits and Application Thereof. (a) The Owner has delivered to CUSD a check payable to the “Capistrano Unified School District” in the amount of \$50,000 (the “Initial Deposit”). CUSD, by its execution hereof, acknowledges receipt of, and accepts, the Initial Deposit.

(b) The Initial Deposit, together with any subsequent deposit required to be made by the Owner pursuant to the terms hereof (collectively, the “Deposits”), are to be used to pay for any costs incurred for any authorized purpose in connection with the creation of the Community Facilities District and the issuance of Bonds thereby, including, without limitation, (a) the fees and expenses of any consultants to CUSD employed in connection with the creation of the Community Facilities District and the issuance of Bonds thereby, including an engineer, special tax consultant, financial advisor, bond counsel, disclosure counsel, CUSD legal counsel and any other consultant deemed necessary or advisable by CUSD, (b) the costs of appraisals, market absorption and feasibility studies and other reports deemed necessary or advisable by CUSD in connection with the creation of the Community Facilities District and the issuance of Bonds thereby, (c) the costs of publication of notices, preparation and mailing of ballots and other costs related to any hearing, election or other action or proceeding undertaken in connection with the creation of the Community Facilities District and the issuance of Bonds thereby, (d) reasonable charges for School District staff time incurred in connection with the creation of the Community Facilities District and the issuance of Bonds thereby, including a reasonable allocation of School District overhead expense related thereto, and (e) any and all other actual costs and expenses incurred by CUSD in connection with the creation of the Community Facilities District and the issuance of Bonds thereby, but specifically excluding any costs associated with the negotiation, investigation (including due diligence), or execution of the purchase and sale agreement for Lot 1 of Tract No. 15687 (APN 675-081-17) (i.e., the school site) (collectively, the “Initial Costs”). CUSD may draw upon the Deposits from time to time to pay the Initial Costs. In addition, the costs of the Developer’s attorneys and consultants incurred by the Developer in connection with the formation of CFD No. 98-1B shall be repaid to the Developer as a cost of issuance; which payments shall be limited to not more than \$60,000 in the first bond issue and not more than \$40,000 for each subsequent bond issue.

(c) If, at any time prior to the formation of the Community Facilities District and the issuance of Bonds thereby, the unexpended and unencumbered balance of the Deposits is less than \$10,000, CUSD may request, in writing, that the Owner make an additional deposit in an amount estimated to be sufficient, together with any such unexpended and unencumbered balance and any special taxes of the Community Facilities District available for such purpose, to pay for all Initial Costs. The Owner shall make such additional deposit with CUSD within fifteen business days of the delivery to the Owner of CUSD’s written request therefor. If the Owner fails to make any such additional deposit within such fifteen business day period, CUSD may cease all work related to the creation of the Community Facilities District and the issuance of Bonds thereby. Once the additional deposit is made by the Owner, CUSD shall resume all work related to the creation of the Community Facilities District and the issuance of Bonds thereby.

(d) The Deposits may be commingled with other funds of CUSD for purposes of investment and safekeeping, but CUSD shall at all times maintain records as to the expenditure of the Deposits.

(e) CUSD shall provide the Owner with a written monthly summary of expenditures made from the Deposits, and the unexpended balance thereof, within ten business days of receipt by CUSD of a written request therefor submitted by the Owner. The cost of providing any such summary shall be charged to the Deposits.

Section 2. Return of Deposits; Reimbursement. (a) As provided in Section 53314.9 of the Act, the approval by the qualified electors of the Community Facilities District of the proposed special tax to be levied therein is a condition to the repayment to the Owner of the funds or, the value or cost of the work in-kind, whichever is less, advanced by the Owner pursuant hereto. Therefore, if the qualified electors of the Community Facilities District do not approve the proposed special tax to be levied therein, CUSD shall have no obligation to repay the Owner any portion of the Deposits expended or encumbered to pay Initial Costs. In accordance with Section 53314.9 of the Act, if the qualified electors of the Community Facilities District do not approve the proposed special tax to be levied therein, CUSD shall return to the Owner any portion of the Deposits which have not been expended or encumbered to pay Initial Costs by the time of the election on said proposed special tax.

(b) If proceedings for the creation of the Community Facilities District or the issuance of Bonds thereby are terminated, CUSD shall, within ten business days after official action by CUSD or the Community Facilities District to terminate said proceedings, return the then unexpended and unencumbered portion of the Deposits to the Owner, without interest.

(c) If Bonds are issued by the Community Facilities District, CUSD shall reimburse the Owner, without interest, for the portion of the Deposits that has been expended or encumbered, said reimbursement to be made within ten business days after the issuance of such Bonds, solely from the proceeds of such Bonds and only to the extent otherwise permitted under the Act. CUSD shall, within ten business days after the issuance of such Bonds, return the then unexpended and unencumbered portion of the Deposits to the Owner, without interest.

Section 3. Deposit Agreement Not Debt or Liability of School District. As provided in Section 53314.9(b) of the Act, this Deposit Agreement does not constitute a debt or liability of CUSD. CUSD shall not be obligated to advance any of its own funds to pay Initial Costs or any other costs incurred in connection with the creation of the Community Facilities District and the issuance of Bonds thereby. No member of the Board of Education of CUSD and no officer, employee or agent of CUSD shall to any extent be personally liable hereunder.

Section 4. Notices. All written notices to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to CUSD: Capistrano Unified School District
 33122 Valle Road
 San Juan Capistrano, California 92675
 Attention: Deputy Superintendent,
 Business and Support Services

If to the Owner: Pacific Point Development Partners LLC
 8105 Irvine Center Drive, Suite 1450
 Irvine, California 92618
 Attention: Attention: Phil Bodem

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram or telecopier, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

Section 5. California Law. This Deposit Agreement shall be governed and construed in accordance with the laws of the State of California.

Section 6. Severability. If any part of this Deposit Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Deposit Agreement shall be given effect to the fullest extent reasonably possible.

Section 7. Successors and Assigns. This Deposit Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 8. Counterparts. This Deposit Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Deposit Agreement as of the date first written above.

**CAPISTRANO UNIFIED SCHOOL
DISTRICT**

By: _____
Clark Hampton
Deputy Superintendent
Business and Support Services

**PACIFIC POINT DEVELOPMENT
PARTNERS LLC,
A Delaware limited liability company**

By: Taylor Morrison Pacific Point Holdings, LLC,
A Delaware limited liability company,
Its Managing Member

By: _____
Name: _____
Title: _____

SECOND AMENDED AND RESTATED
JOINT COMMUNITY FACILITIES AGREEMENT

by and among

CAPISTRANO UNIFIED SCHOOL DISTRICT,

COMMUNITY FACILITIES DISTRICT NO. 98-1A OF THE CAPISTRANO UNIFIED
SCHOOL DISTRICT (PACIFICA SAN JUAN),

CITY OF SAN JUAN CAPISTRANO,

and

PACIFIC POINT DEVELOPMENT PARTNERS LLC

relating to

COMMUNITY FACILITIES DISTRICT NO. 98-1A OF THE CAPISTRANO UNIFIED
SCHOOL DISTRICT
(PACIFICA SAN JUAN)

and

COMMUNITY FACILITIES DISTRICT NO. 98-1B OF THE CAPISTRANO UNIFIED
SCHOOL DISTRICT
(PACIFICA SAN JUAN)

SECOND AMENDED AND RESTATED JOINT COMMUNITY FACILITIES AGREEMENT

THIS SECOND AMENDED AND RESTATED JOINT COMMUNITY FACILITIES AGREEMENT (the "**Agreement**") dated as of March 1, 2016, by and among the CAPISTRANO UNIFIED SCHOOL DISTRICT, a public entity ("**CUSD**"), COMMUNITY FACILITIES DISTRICT NO. 98-1A OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (PACIFICA SAN JUAN) ("**CFD No. 98-1A**"), the CITY OF SAN JUAN CAPISTRANO, a municipal corporation (the "**City**"), and PACIFIC POINT DEVELOPMENT PARTNERS LLC, a Delaware limited liability company (the "**Developer**"), and relates to both COMMUNITY FACILITIES DISTRICT NO. 98-1A OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (PACIFICA SAN JUAN) and COMMUNITY FACILITIES DISTRICT NO. 98-1B OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (PACIFICA SAN JUAN). The City, CUSD, CFD No. 98-1A, and the Developer may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS:

A. In 1999, CUSD formed Community Facilities District No. 98-1 of the Capistrano Unified School District, which was, in 2004, amended pursuant to the Mello-Roos Community Facilities Act of 1982 being *California Government Code* Section 53311 *et seq.* (the "**Act**"), and renamed Community Facilities District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan).

B. In connection with CFD No. 98-1A, CUSD recorded Amendment No. 1 to Notice of Special Tax for Community Facilities District No. 98-1A on June 25, 2004, in the Official Records of Orange County as Document No. 2004000580583 (the "**98-1A Notice of Special Tax Lien**"), which has attached as Appendix A thereto the document entitled "Amended and Restated Rate and Method of Apportionment of Special Tax Lien for Capistrano Unified School District Community Facilities District No. 98-1A (Pacifica San Juan)" (herein, the "**98-1A RMA**"). CFD No. 98-1A was created to levy special taxes pursuant to the 98-1A RMA (the "**98-1A Special Taxes**") and to issue bonds secured by such 98-1A Special Taxes (the "**98-1A Bonds**") to finance, among other things, certain facilities to be owned and operated by CUSD (the "**School Facilities**").

C. The original boundaries of CFD No. 98-1A include lots for the development of 416 single-family residential units (the "**Overall Project**"). In 2004, all of the taxable property in CFD No. 98-1A was owned by SJD Partners, LTD, a California limited partnership ("**SJD**").

D. On January 31, 2004, SJD, First American Title Insurance Company, and Lehman ALI Inc., a Delaware corporation ("**Lehman ALI**"), entered into the Amended and Restated Deed of Trust, Security Agreement and Fixture Filing Statement with Assignment of Rents (the "**Deed of Trust**"). The Deed of Trust secured a loan (the "**Loan**") made by Lehman ALI to SJD.

E. In addition, on January 31, 2004, SJD executed the Amended and Restated Memorandum of Assignment of Contracts to and for the benefit of Lehman ALI (the "**Assignment**"). The Assignment was recorded on January 30, 2004 as instrument number 2004000075051.

F. Under the Act, CUSD, the City, and SJD entered into the Amended and Restated Joint Community Facilities Agreement, dated as of June 14, 2004 (the "**Original JCFA**") in order for CFD No. 98-1A to finance certain capital facilities and fees.

G. Subsequent to the foregoing, the Overall Project was partially developed by the construction and sale of 98 of the lots to homeowners (the "**98 Lots**"). The residual 318 lots (out of the original 416) remain undeveloped (the "**Undeveloped Property**").

H. In 2007, SJD defaulted under the terms of the Loan, and on June 18, 2008, Lehman ALI assigned the Deed of Trust and its security interest in the "Loan Documents" (which included the Assignment) to LV Pacific Point LLC, a Delaware limited liability company ("**LVPP**"), pursuant to the Assignment of Deed of Trust and Subordination Agreements recorded as instrument number 2008000292518 (the "**LVPP Assignment**"). Under the LVPP Assignment, the term "Loan Documents" is defined to mean, among other documents, the Deed of Trust and the Assignment.

I. LVPP, as successor-in-interest to Lehman ALI, foreclosed on the Deed of Trust and the assigned security interest in the Loan Documents in a unified sale pursuant to *California Commercial Code* Section 9604(a)(1)(B), and was the buyer at the foreclosure sale conducted on August 28, 2008. On September 9, 2008, the Trustee's Deed Upon Sale was recorded as instrument number 2008000425460 (the "**Trustee's Deed**"), making LVPP the owner of the Undeveloped Property and successor to SJD on all contracts, agreements, and documents executed or held by SJD in relation to the Overall Project, including all contracts with governmental agencies entitling SJD to receive CFD No. 98-1A monies, including the Original JCFA.

J. On May 19, 2015, the Developer purchased the Undeveloped Property from LVPP, and became the successor to LVPP and SJD under the Original JCFA.

K. Since acquiring the Undeveloped Property, the Developer has been in discussions with CUSD and the City to make changes to the Impact Mitigation Agreement Related to Community Facilities District No. 98-1A, dated as of June 14, 2004 (the "**Original Mitigation Agreement**"), and the Original JCFA, to reflect changed circumstances resulting from the delay in developing the Overall Project. CUSD, CFD No. 98-1A, the City, and the Developer have met and agreed upon a series of changes to the Original Mitigation Agreement and the Original JCFA that equitably address the concerns of the Parties.

L. To implement the agreed-upon changes, CUSD is in the process of forming a new community facilities district over the Undeveloped Property (herein, the "**98-1B Property**") named Community Facilities District No. 98-1B of the Capistrano Unified School District (Pacifica San Juan) ("**CFD No. 98-1B**," and together with CFD No. 98-1A, the "**Districts**") and will record a Notice of Special Tax Lien over the 98-1B Property with the Rate and Method of Apportionment of Special Tax (the "**98-1B RMA**") attached as an exhibit thereto. CFD No. 98-1B is being created to levy special taxes pursuant to the 98-1B RMA (the "**98-1B Special Taxes**," and together with the

98-1A Special Taxes, the "**Special Taxes**") and to issue bonds secured by such 98-1B Special Taxes (the "**98-1B Bonds**" and together with the 98-1A Bonds, the "**Bonds**") to finance School Facilities and City Facilities (as defined below).

M. As part of the changes described above, CUSD, CFD No. 98-1A, and the Developer entered into the "Amended and Restated Impact Mitigation Agreement Related to Community Facilities District No. 98-1A and Community Facilities District No. 98-1B" dated March 1, 2016 (the "**Amended and Restated Mitigation Agreement**").

N. Also, as part of the changes described above, CUSD, CFD No. 98-1A, the City, and the Developer entered into this Agreement. This Agreement authorizes both CFD No. 98-1A and CFD No. 98-1B to finance the facilities and amounts equal to the capital fees described in Exhibit A attached hereto (the "**City Facilities**") up to the amount of \$13,800,000 (the "**City Facilities Amount**"). All of the City Facilities are authorized, or will be authorized, to be financed pursuant to their respective formation resolutions of the Districts.

O. In conjunction with the formation of CFD No. 98-1B and exercising its powers under the Act to levy special taxes at amounts less than the maximum amount, CUSD will record as soon as practicable following the Statute of Limitations Expiration Date (as defined in the Amended and Restated Mitigation Agreement, the "**Statute of Limitations Expiration Date**") an amendment to the 98-1A Notice of Special Tax Lien (in the form of Exhibit D to the Amended and Restated Mitigation Agreement) that will permanently reduce the special tax rates under the 98-1A RMA in CFD No. 98-1A so as to achieve the 60.33% Reduction as defined in the Amended and Restated Mitigation Agreement (the "**60.33% Reduction**").

P. Upon completion of the formation of CFD No. 98-1B, both CFD No. 98-1A and CFD No. 98-1B will be authorized to finance both School Facilities and City Facilities through all of the following sources (the "**CFD Funding Sources**"): (i) the previous and future levy of 98-1A Special Taxes on the property in CFD No. 98-1A and the issuance of one or more series of 98-1A Bonds secured by the levy of 98-1A Special Taxes on the property in CFD No. 98-1A; and (ii) the future levy of 98-1B Special Taxes on the property in CFD No. 98-1B and the issuance of one or more series of 98-1B Bonds secured by the levy of 98-1B Special Taxes on the property in CFD No. 98-1B, all as described in the Amended and Restated Mitigation Agreement and in this Agreement.

Q. The provision of the School Facilities and the City Facilities is necessitated by the development of the Overall Project and the Parties find and determine that the residents of the City, CUSD, and the Districts will be benefited by the construction and/or acquisition of the City Facilities and the School Facilities and that this Agreement is beneficial to the interests of such residents.

R. The City is authorized by Section 53313.5 of the Act to assist in the financing of the acquisition and/or construction of the City Facilities, and CUSD is authorized to assist in the financing of the School Facilities. This Agreement constitutes a joint community facilities agreement, within the meaning of Section 53316.2 of the Act, by and among the City, the Developer, CFD No. 98-1A, and CUSD, pursuant to which the Districts are authorized to finance from the CFD Funding Sources the City Facilities up to the City Facilities Amount and

School Facilities as provided in the Amended and Restated Mitigation Agreement and this Agreement. As authorized by Section 53316.6 of the Act, responsibility for constructing, providing, and operating the School Facilities is delegated to CUSD, and responsibility for constructing, providing for, and operating the City Facilities is delegated to the City to the extent set forth herein.

S. Other than the A Street Facilities as described in Recital U, all of the City Facilities are authorized to be financed by either or both of CFD No. 98-1A and/or CFD No. 98-1B. The amount of CFD Funding Sources to be allocated to the financing of City Facilities is set forth in the Amended and Restated Mitigation Agreement.

T. The City acknowledges receipt by the predecessors to the Developer of the deposit of Authorized Fees (as defined herein) with the City, as shown under the caption "City Impact Fees - Previously Paid Deposits" in Exhibit A attached hereto. The Developer is the successor to all previous owners, and is entitled to the return of such deposits once an amount equal to the corresponding Authorized Fees is paid from the CFD Funding Sources. The Parties acknowledge that none of the Previously Paid Deposits include any fees paid by merchant home builders.

U. In the list of City Facilities set forth in Exhibit A attached hereto, the "A" Street improvements (consisting of streets now known as Avenida California and Vista Marina, curb and gutter, lighting, signalization, landscaping and monumentation on such streets, and the underlying sewer, water, and storm drain improvements) in the amount of \$6,998,148 (the "**A Street Facilities**") will be financed by CFD No. 98-1B, and such A Street Facilities were constructed as a facility completed prior to the formation of CFD No. 98-1B. Although the Developer's predecessor was obligated to construct facilities in accordance with the Original JCFA, the Developer and the City do not have access to the records of the Developer's predecessor to confirm compliance with the Original JCFA, but the City has determined that such A Street Facilities were constructed in accordance with the City's standards. Accordingly, the A Street Facilities have met all of the conditions for financing Acquisition Facilities (as defined herein) set forth in Section 5 of this Agreement and are authorized to be acquired from the Developer from the CFD No. 98-1B CFD Funding Sources.

V. This Agreement is effective on the Effective Date (as defined in Section 2 below).

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Recitals. Each of the above recitals is incorporated herein and is true and correct.
2. Effective Date. This Agreement is effective on the Effective Date, and shall be effective automatically and without any further action on the part of any Party. The term "**Effective Date**" means the date that the Formation Conditions have been satisfied in full. The term "**Formation Conditions**" means all of the following: (i) the qualified electors of the 98-1B

Property approve of the levy of special taxes in CFD No. 98-1B, the issuance of bonds, and the appropriations limit by 2/3 or more of the votes cast on the ballot measures at the special election; (ii) CUSD adopts a resolution certifying the results of the special election; (iii) a notice of special tax lien is recorded after the Statute of Limitations Expiration Date against the 98-1B Property which contains the 98-1B RMA; (iv) an amendment to the 98-1A Notice of Special Tax Lien is recorded after the Statute of Limitations Expiration Date to permanently lower the special tax rates that may be levied in CFD No. 98-1A so as to achieve the 60.33% Reduction; (v) the Statute of Limitations Expiration Date has occurred; (vi) the approval by CUSD and the execution by CUSD and the Developer of the Purchase and Sale Agreement (as defined in the Amended and Restated Mitigation Agreement); (vii) the approval by the City Council of the City and the Board of Trustees of CUSD (on behalf of itself and CFD No. 98-1A), and the execution by the City, CUSD, CFD No. 98-1A, and the Developer, of this Agreement; and (viii) the approval by the Board of Trustees of CUSD (on behalf of itself and CFD No. 98-1A), and the execution by CUSD, CFD No. 98-1A, and the Developer, of the Amended and Restated Mitigation Agreement. This Agreement shall be null and void if the Effective Date has not occurred by December 31, 2016, or such later date as is mutually agreed to by the Parties in writing.

3. Sale of Bonds and Use of Proceeds. CUSD, acting as the legislative body of the Districts, shall, in accordance with the Amended and Restated Mitigation Agreement, finance the design, construction, and acquisition of School Facilities and the City Facilities with the CFD Funding Sources.

The Developer acknowledges that the acquisition of the City Facilities and the amount and timing for the funding of the City Facilities Amount shall be in all respects subject to the Amended and Restated Mitigation Agreement and this Agreement.

The Bonds shall be issued only if CUSD determines that all requirements of state and federal law, and all CUSD policies, including CUSD's Statement of Local Goals and Policies Concerning the Use of the Mello-Roos Community Facilities Act of 1982, As Amended, revised as of May 12, 2008, have been satisfied or waived by CUSD or the City, as applicable.

4. City Facilities Accounts.

a. The CFD Funding Sources for CFD No. 98-1A allocated pursuant to the Amended and Restated Mitigation Agreement for City Facilities will initially be held by CFD No. 98-1A, or by CUSD acting on behalf of CFD No. 98-1A, in a City Facilities account (the "**98-1A City Facilities Account**") until the issuance of the first series of 98-1A Bonds. Upon the issuance of the first series of 98-1A Bonds, the CFD Funding Sources for CFD No. 98-1A held in the 98-1A City Facilities Account will be transferred to and held by the fiscal agent for CFD No. 98-1A (the "**Fiscal Agent**"). The CFD Funding Sources for CFD No. 98-1B will initially be held by CFD No. 98-1B, or by CUSD acting on behalf of CFD No. 98-1B, in a City Facilities account (the "**98-1B City Facilities Account**") and together with the 98-1A City Facilities Account, the "**City Facilities Accounts**") until the issuance of the first series of 98-1B Bonds. Upon the issuance of the first series of 98-1B Bonds, the CFD Funding Sources for CFD No. 98-1B held in the 98-1B City Facilities Account will be transferred to and held by the Fiscal Agent for CFD No. 98-1B.

b. CUSD and the Fiscal Agent shall make disbursements from both the 98-1A City Facilities Account and the 98-1B City Facilities Account in accordance with Article 6 of the Amended and Restated Mitigation Agreement. CUSD, the Districts and the Fiscal Agent(s) shall not be responsible to the City for costs incurred by the City as a result of withheld or delayed payments.

c. The City agrees to maintain adequate internal controls over its payment function and to maintain accounting records in accordance with generally accepted accounting procedures. The City, upon request, will provide to the Districts its annual financial report certified by an independent certified public accountant for purposes of calculating the Districts' arbitrage rebate obligations. The District shall have the right to conduct its own audit of the City's records at reasonable times and during normal business hours.

d. The Developer acknowledges that neither the City, CUSD, nor the Districts has any obligation to pay any amount in excess of the City Facilities Amount, regardless of the actual cost of the City Facilities.

5. Acquisition Facilities.

(a) Acquisition Facilities. Portions of the City Facilities described in Exhibit A are categorized as "Acquisition Facilities." Other than the A Street Facilities (which are discussed below in Section 5(h)), these facilities shall be referred to herein, individually, as an "**Acquisition Facility**" or, collectively, as the "**Acquisition Facilities**." The Acquisition Facilities shall be acquired by the City as set forth in this Section 5. The City's obligation hereunder to pay the purchase prices of the Acquisition Facilities is limited to the CFD Funding Sources on deposit in the City Facilities Accounts of the Districts.

(b) Plans and Specifications. Developer shall be responsible for the preparation of the plans and specifications (the "**Plans and Specifications**") for the Acquisition Facilities. The Plans and Specifications shall be subject to the review and approval by the City and shall conform to the requirements of the City for the Acquisition Facilities at the time of such approval.

(c) Construction and Inspection of the Acquisition Facilities. The Acquisition Facilities must be constructed in accordance with the Plans and Specifications as approved by the City. The Developer shall be solely responsible for the bidding, contracting, and construction of the Acquisition Facilities to be acquired with the CFD Funding Sources in accordance with the requirements set forth in this Section 5. The Districts shall have no responsibility whatsoever for the bidding, contracting, and/or the construction of the Acquisition Facilities. The construction of the Acquisition Facilities shall be subject to inspection by the City. Upon the request of the Developer, the City shall notify the Districts and the Developer in writing when each of the Acquisition Facilities has been Substantially Completed (as defined below) in accordance with the Plans and Specifications, and when each of the Acquisition Facilities has been Substantially Completed and is ready for payment of the purchase price. The bid forms and winning bid (collectively, the "**Bid Documents**") are subject to review and approval or rejection by the City. The City acknowledges that expenditures with respect to such Acquisition Facility shall be eligible for funding from the City

Facilities Accounts, subject to prior satisfaction of the following conditions precedent: (i) City approval of the Bid Documents; (ii) the contractor to whom the Acquisition Facility contract is awarded shall have paid not less than the prevailing rates of wages for all Acquisition Facility work pursuant to *California Labor Code* Sections 1770, 1773, and 1773.1; and (iii) Substantial Completion (as defined below) of the Acquisition Facility shall have occurred. Under current law as of the date of this Agreement, the City hereby affirms that Developer's compliance with all provisions of this Section 5(c) ensures that an Acquisition Facility to be acquired with the CFD Funding Sources shall be constructed as if it had been constructed under the direction and supervision, or under the authority of, the City.

For purposes of this Agreement, the terms "**Substantially Complete**" and "**Substantial Completion**" when referring to an Acquisition Facility mean that: the Developer has notified the City that the Acquisition Facility has been completed in accordance with its Plans and Specifications; the City's inspector has inspected the facility, prepared a final "punch list," and has determined that the punch list items required to be completed are items not required for the safe operation of the Acquisition Facility and can therefore be completed after the purchase price of the Acquisition Facility has been paid by the City; and all contractors and subcontractors constructing the Acquisition Facility shall have provided lien and material releases.

Subject to compliance with the City Facilities Amount, the purchase price of an Acquisition Facility shall be the actual cost of the Acquisition Facility. The costs shown in Exhibit A are estimates only and shall not limit the purchase price of an Acquisition Facility.

(d) Acquisition and Ownership of the Acquisition Facilities. Upon receipt by the Districts of notification by the City that an Acquisition Facility has been Substantially Completed in accordance with the Plans and Specifications, that Acquisition Facility shall be deemed eligible for acquisition by the City from the CFD Funding Sources. Simultaneously upon acquisition of such Acquisition Facility by the City, title to the land or, if acceptable to the City, an irrevocable offer of dedication of the land, underlying the Acquisition Facility shall be conveyed to the City.

Upon acceptance of an Acquisition Facility by the City, the City shall incorporate the Acquisition Facility into the City's maintained system (it being acknowledged by the Parties that formal acceptance of an Acquisition Facility is not required for the payment of the purchase price of such Acquisition Facility under this Agreement). Following the expiration of any warranty period applicable to the construction of an Acquisition Facility during which time the Developer shall be responsible for the maintenance of such Acquisition Facility, the City shall thereafter be responsible for the maintenance of the Acquisition Facility in accordance with all applicable City maintenance procedures and practices.

(e) Payment Requests. The form of payment request to be submitted to the Districts by the Developer and the City in requesting payment by the Districts of the purchase price of an Acquisition Facility shall be substantially in the form of Exhibit C hereto. Within ten business days of Developer's submission to City of a payment request, City shall determine if the Acquisition Facility has been Substantially Completed and shall either deny or approve the payment request, which approval shall not be unreasonably withheld. If the City approves the payment requisition, the City shall promptly counter-sign the payment request and submit it to CFD No. 98-1A or CFD

No. 98-1B, as applicable. If City denies any payment request, then it shall provide the Developer with a detailed written explanation describing the reasons or rationale for such denial. All denied payment requests may be resubmitted for approval. The Developer shall reimburse City for its actual costs incurred in connection with the processing of such payment requests, including the inspection of the Acquisition Facility, and such amounts shall be included in the purchase price paid by the Districts. The sole source of funds for payment of the purchase price of an Acquisition Facility shall be the CFD Funding Sources on deposit in the City Facilities Accounts, and investment earnings, if any, thereon. The payment requisition for the purchase price of an Acquisition Facility may be split between the Districts through submissions of separate payment requisitions, so long as the aggregate of all payment requisitions for an Acquisition Facility does not exceed the actual cost of such Acquisition Facility.

(f) Expectations of the Parties. The Parties understand and agree that: (i) the Developer may be constructing Acquisition Facilities prior to the availability of CFD Funding Sources that will be available to pay for such Acquisition Facilities; (ii) the City may inspect such Acquisition Facilities in accordance with this Agreement and process and complete payment requests for the payment of such Acquisition Facilities with knowledge that there may be insufficient CFD Funding Sources available at such time; (iii) the Acquisition Facilities may be conveyed to and accepted by the City when there are insufficient CFD Funding Sources to pay the purchase prices of such Acquisition Facilities; and (iv) in any such case, the payment of any approved payment requests for the purchase prices of such Acquisition Facilities will be deferred until there are sufficient CFD Funding Sources available to pay the purchase prices of such Acquisition Facilities, at which time the Districts will make such payments in accordance with the Amended and Restated Mitigation Agreement and this Agreement. At all times, the Developer will be constructing such Acquisition Facilities with the expectation that the purchase prices for such Acquisition Facilities will be paid from the CFD Funding Sources if and when they become available. The conveyance of Acquisition Facilities to the City prior to receipt of the full purchase prices for such Acquisition Facilities shall not be construed as a gift or a waiver of the payment of the purchase prices, or any part thereof, for such Acquisition Facilities. The sole source of funds for payment of the purchase price of an Acquisition Facility shall be the CFD Funding Sources on deposit in the City Facilities Accounts, and investment earnings, if any, thereon.

(g) Ownership of Facilities. Notwithstanding the fact that some or all of the Acquisition Facilities may be constructed in dedicated street rights-of-way or on property which has been or will be dedicated to the City, the Acquisition Facilities shall be and remain the property of the Developer until acquired by the City as set forth in this Agreement. The acquisition of the Facilities may occur in advance of the payment of the purchase price of such Acquisition Facilities and shall occur regardless of the adequacy of the CFD Funding Sources.

(h) A Street Facilities. Notwithstanding anything herein to the contrary, the A Street Facilities are deemed Substantially Complete and, except for the completion of certain punch list items, have satisfied all conditions precedent to the payment of the purchase price of such A Street Facilities. In clarification of the foregoing, Section 5(a) through Section 5(e) shall not apply to the A Street Facilities, and, following completion of the punch list items to the satisfaction of the City, a payment requisition for the purchase price of the A Street Facilities submitted to the City by the Developer shall be approved and counter-signed by the City, and promptly submitted to CFD

No. 98-1B. As specified in Section 5(f), payment may be delayed pending deposit of funds in the City Facilities Account (from time to time in any number of installments as funds become available) to pay such payment requisition, and the full amount of such payment requisition will not be paid if ultimately there are insufficient funds in the City Facilities Account to make such payment.

6. Capital Fees.

(a) Authorization. The Act allows for the financing of capital improvement fees, and the City Facilities described in Exhibit A as "City Impact Fees" are capital improvement fees that may be financed under the Act ("**Authorized Fees**").

(b) Request for Payments Equal to Authorized Fees. The Developer may request payment of an amount equal to Authorized Fees from the CFD Funding Sources on deposit in the City Facilities Accounts to the City by executing and submitting to the Districts a payment request in the form attached hereto as Exhibit B. Upon receipt of such payment request, the applicable District shall pay, or cause to be paid to the City, such amount equal to the Authorized Fees requested in such payment request to the extent of such CFD Funding Sources on deposit in the City Facilities Accounts. Upon receipt of an approved payment request completed in accordance with the terms of this Agreement, the Fiscal Agent shall wire transfer such portion of requested funds as are then available for release to the City's bank account, as directed by the City. As provided in Section 4(c), the City agrees to maintain adequate internal controls over its payment function and to maintain accounting records in accordance with generally accepted accounting procedures of its expenditures of such amounts for capital facilities of the City. The City, upon request, will provide to the Districts its annual financial report certified by an independent certified public accountant for purposes of calculating the Districts' arbitrage rebate obligations. The Districts shall have the right to conduct their own audit of the City's records at reasonable times and during normal business hours.

(c) Deposit of Authorized Fees in Advance of Availability of CFD Funding Sources. The Parties acknowledge and agree that; (i) pursuant to the Original JCFA, some of the Authorized Fees have been deposited with the City (the "**Previously Paid Deposits**"); (ii) the Developer may be required pursuant to the Conditions of Approval or the fee ordinance to deposit with the City the Authorized Fees prior to the availability of the CFD Funding Sources to pay an amount in lieu of such Authorized Fees (the "**Future Deposits**," and together with the Previously Paid Deposits, the "**Deposits**"); and (iii) both the Previously Paid Deposits (regardless of the entity that originally paid the Previously Paid Deposits) and any Future Deposits paid by the Developer shall be refunded by the City to the Developer in the manner set forth in subsection (d) of this Section 6, and any Future Deposits paid by a successor or merchant builder shall be refunded by the City to the successor or merchant builder which paid such amounts in the manner set forth in subsection (d) of this Section 6, unless specifically assigned to another party. The City shall place each Deposit in a capital facilities account(s).

(d) Return of Deposits. Following the payment from the Districts to the City from CFD Funding Sources for an amount equal to the corresponding Authorized Fees, the City shall return to the Developer (and to the Developer only) the Previously Paid Deposits (regardless of the entity that originally paid the Previously Paid Deposits) from the capital

account in which the corresponding Deposits were deposited the corresponding Deposits not previously returned, without interest or other earnings thereon and the City shall return to the Developer, a successor, or a merchant builder, Future Deposits to the Developer, successor, or merchant builder that originally paid such Future Deposits (unless specifically assigned to another party) from the capital account in which the corresponding Deposits were deposited the corresponding Deposits not previously returned, without interest or other earnings thereon. The City shall be so obligated to return such Deposits only to the extent that an amount equivalent to the Deposits to be returned is deposited with the City from the CFD Funding Sources. The Deposits may be returned from time to time as additional CFD Funding Sources become available. The City has acknowledged receipt of the Previously Paid Deposits, and no backup documentation of any kind is required as a condition to the return of such Previously Paid Deposits once an equivalent amount of the CFD Funding Sources are deposited with the City.

(e) Deposits Allocated First. After payment of amounts equal to the Citywide Development Fee as provided in Section 6(h) below, CFD Funding Sources used to pay an amount equal to Authorized Fees shall be allocated first to enable return of all Deposits prior to being allocated to the payment of amounts to be paid in lieu of Authorized Fees that have not previously been deposited by the Developer. For example, if the Developer has paid \$10,000 in Deposits (say, \$7,000 in Previously Paid Deposits and \$3,000 in Future Deposits), and CFD Funding Sources become available in the amount of \$15,000 (net of the payment of the Citywide Development Fee), the City shall apply the first \$10,000 of the CFD Funding Sources to the payment of an amount equal to the Authorized Fees that were paid by the Deposits (and, thereafter, return the \$10,000 in Deposits to the Developer) and use the remaining \$5,000 of the CFD Funding Sources for the funding of City Facilities in lieu of the Developer's deposit of amount equal to the Authorized Fees identified in the payment requisition.

(f) Application of Deposits. If it is determined that there will be no further CFD Funding Sources available (now or in the future), or if the City Facilities Amount is reached, any Deposits that have not been returned to the Developer at the time shall be retained by the City and may be used for the purposes for which the Authorized Fee was required, and the unreturned Deposits shall constitute full and final payment for such Authorized Fees, without any increase of any kind. To the extent that Deposits or CFD Funding Sources are not available to pay all Authorized Fees or all amounts in lieu of Authorized Fees, as applicable, the Developer, or its successor shall be obligated to pay the unpaid Authorized Fees with respect to applicable parcels when such Authorized Fees are otherwise due and payable.

(g) Expectations. The Parties acknowledge and agree that: (i) the Previously Paid Deposits have been made, and that the Developer may pay Future Deposits prior to the availability of CFD Funding Sources in an amount equal to such Authorized Fees; and (ii) any Authorized Fees paid as Deposits were made with the agreement under the Original JCFA and this Agreement that such Deposits would be returned to the Developer as the successor to previous owners once payments to the City from the CFD Funding Sources are made, if, and when, such CFD Funding Sources become available. The payment of Deposits prior to the availability of the CFD Funding Sources shall not be construed as a dedication or gift of the Authorized Fees, or a waiver of the return of the CFD Deposits, it being the intention that an amount equal to the Authorized Fees be paid by the CFD Funding Sources to the extent of the

CFD Funding Sources.

(h) Citywide Development Fee. Notwithstanding the other provisions of this Section 6, the Citywide Development Fee described in Exhibit A in the amount of \$850,000 is not required to be paid by the Developer in connection with the development of the Overall Project. However, an amount equal to said Citywide Development Fee is to be financed by the first available CFD Funding Sources on deposit in the City Facilities Accounts. The Parties agree that the City may requisition CFD No. 98-1A for the payment of an amount equal to the Citywide Development Fee, which amount equal to the Citywide Development Fee shall be the first amounts relating to Authorized Fees that are paid to the City from the CFD Funding Sources.

7. Indemnification. Except for damages caused by the negligence or willful misconduct of any other person or entity, CUSD for itself and acting on behalf of the Districts, shall assume the defense of, indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, claims, losses, or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, CUSD's performance for itself and on behalf of the Districts under this Agreement, or the design, engineering, and construction of the School Facilities. No provision of this Agreement, though, shall in any way limit the extent of CUSD's or the Districts responsibility for payment of damages resulting from the operations of CUSD for itself and acting on behalf of the Districts and its contractors; provided, however, that CUSD shall not be required to defend or indemnify any person or entity as to actions, damages, claims, losses, or expenses resulting from the negligence or willful misconduct of such person or entity, or their agents or employees.

Except for damages caused by the negligence or willful misconduct of any other person or entity, the City shall assume the defense of, indemnify and save harmless, CUSD, its officers, employees and agents, and the Districts, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, the City's performance under this Agreement, or the design, engineering and construction of the City Facilities. No provision of this Agreement, though, shall in any way limit the extent of the City's responsibility for payment of damages resulting from the operations of the City and its contractors; provided, however, that the City shall not be required to defend or indemnify any person or entity as to actions, damages, claims, losses, or expenses resulting from the negligence or willful misconduct of such person or entity, or their agents or employees.

Except for damages caused by the negligence or willful misconduct of any other person or entity, the Developer shall assume the defense of, indemnify and save harmless, CUSD, the Districts and the City, their respective officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of Developer with respect to this Agreement; provided, however, that the Developer shall not be required defend or indemnify any person or entity as to actions, damages, claims, losses, or expenses resulting from the negligence or willful misconduct of such person or entity, or their officers, agents, or employees.

8. Amendment. This Agreement may be amended at any time but only in writing signed by each Party.

9. Entire Agreement. This Agreement amends and restates the Original JCFA and, as of the date hereof, the terms of this Agreement shall control over the terms of the Original JCFA. Each Party acknowledges that no representation by any Party which is not embodied herein or in any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. The Parties agree to act in a manner which will not frustrate the purposes of this Agreement.

10. Notices. Any notice, payment, or instrument required or permitted by this Agreement to be given or delivered to either Party shall be deemed to have been received when personally delivered or seventy-two hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid, addressed as follows:

CUSD and CFD	
No. 98-1A:	Capistrano Unified School District 33122 Valle Road San Juan Capistrano, California 92675 Attn: Deputy Superintendent, Business and Support Services
City:	City of San Juan Capistrano 32400 Paseo Adelanto San Juan Capistrano, California 92675 Attn: City Manager
Developer:	Pacific Point Development Partners LLC 8105 Irvine Center Drive, Suite 1450 Irvine, California 92618 Attention: Phil Bodem

Each Party may change its address for delivery of notice by delivering written notice of such change of address to the other Parties.

11. Exhibits. All exhibits attached hereto are incorporated into this Agreement by reference.

12. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

13. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. Any dispute arising hereunder shall be adjudicated in Orange County, California.

14. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Parties, or the failure by a Party to exercise its rights upon the default of another Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Parties with the terms of this Agreement thereafter.

15. No Third Party Beneficiaries. No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City, CUSD, the Districts, and the Developer (and their respective successors and assigns), any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

16. Successors and Assigns. All of the covenants, stipulations, promises, and agreements contained in this Agreement by or on behalf of, or for the benefit of, any of the Parties, shall bind or inure to the benefit of any of the successors and assigns of the respective Parties; provided, however, that purchasers of completed residential units shall not be deemed to be successors and assigns of the Developer for purposes of this Agreement, and shall have no right to enforce any provisions of this Agreement.

17. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written below.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____

ATTEST:

By: _____

COMMUNITY FACILITIES DISTRICT NO 98-1A OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (PACIFICA SAN JUAN)

By: _____

ATTEST:

By: _____

CITY OF SAN JUAN CAPISTRANO

By: _____

ATTEST:

By: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

PACIFIC POINT DEVELOPMENT PARTNERS LLC,
A Delaware limited liability company

By: Taylor Morrison Pacific Point Holdings, LLC,
A Delaware limited liability company,
Its Managing Member

By: _____

Name: _____

Title: _____

EXHIBIT A

DESCRIPTION OF CITY FACILITIES

<u>Description</u> (1)	<u>Amount</u> (1)
City Impact Fees - Previously Paid Deposits	
Park Improvements	\$2,239,146
Affordable Housing Improvements	\$1,800,000
Water Capacity Improvements	\$998,550
Water Capital Improvement Fee	\$778,464
Water Storage Fee	\$943,497
Non-Domestic Water Improvements	\$700,000
La Novia Fair Share	\$364,050
Fair Share of Southbound Ortega Hwy. Off-ramp	\$76,979
Fair Share of Northbound Ortega Hwy. Off-ramp	\$2,604
La Novia Widening	\$225,000
Subtotal - Previously Paid Deposits	\$8,128,290
City Impact Fees - Future Deposits	
Systems Development Improvements (211)	\$15,900
Systems Development Improvements (364)	\$760,653
Agricultural Preservation Improvements	\$159,000
Sewer Connection Improvements	\$1,412,457
Citywide Development Fee	\$850,000
Signalization - San Juan Creek @ Valle Road (Fair Share)	\$106,400
Subtotal - Future Deposits	\$3,304,410
Acquisition Facilities (1) (3)	
A Street - Storm Drain	\$1,751,385
A Street - Sewer	\$562,027
A Street - Water	\$1,781,691
A Street - Street Improvements	\$1,961,019
A Street - Landscape	\$923,526
A Street - Monument	\$18,500
Subtotal - A Street Facilities	\$6,998,148
La Novia Ave Improvements	\$1,682,000
Valle Road North Improvements	\$692,000
Camino Capistrano @ San Juan Creek Road Improvements	\$197,000
Subtotal - Acquisition Facilities	\$2,571,000
Total City Authorized Fees and Facilities ⁽²⁾	\$21,001,848

Notes:

⁽¹⁾ The facilities descriptions and associated costs are estimates. Detailed scope and limits of specific facilities will be determined as appropriate, consistent with the standards of the City. The Authorized Fees and Facilities listed above may be modified in a written supplement executed by Developer and City Engineer.

⁽²⁾ The City Facilities financed by the Districts will not exceed \$13,800,000.

⁽³⁾ The term "A Street Facilities" refers to facilities consisting of streets now known as Avenida California and Vista Marina, curb and gutter, lighting, signalization, landscaping and monumentation on such streets, and the underlying sewer, water, and storm drain improvements.

EXHIBIT B

DISBURSEMENT REQUEST FOR AMOUNTS EQUAL TO AUTHORIZED FEES

[Choose one: Community Facilities District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan) ("CFD No. 98-1A"); or Community Facilities District No. 98-1B of the Capistrano Unified School District (Pacifica San Juan) ("CFD No. 98-1B")] is hereby requested to pay from the City Facilities Account, to the City of San Juan Capistrano (the "City"), as Payee, the sum set forth below:

\$_____ (the "Requested Amount")

1. The Requested Amount represents the payment of an amount equal to Authorized Fees for property within the Overall Project (the "Property") described as follows:

_____.

2. The Requested Amount is due and payable, has not formed the basis of any prior request or disbursement.

3. The Requested Amount shall be payable to the City pursuant to the wiring instructions attached hereto.

4. The Requested Amount is authorized and payable pursuant to the terms of the certain Second Amended and Restated Joint Community Facilities Agreement among the Capistrano Unified School District, Community Facilities District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan), Pacific Point Development Partners LLC (the "Developer"), and the City dated as of March 1, 2016 (the "Agreement").

5. Capitalized undefined terms used herein shall have the meaning ascribed to them in the Agreement.

Executed by an authorized representative of each of the Developer and the City.

CITY OF SAN JUAN CAPISTRANO

By: _____

ATTEST:

By: _____

PACIFIC POINT DEVELOPMENT PARTNERS LLC,
A Delaware limited liability company

By: Taylor Morrison Pacific Point Holdings, LLC,
A Delaware limited liability company,
Its Managing Member

By: _____

Name: _____

Title: _____

EXHIBIT C

FORM OF ACQUISITION FACILITY PAYMENT REQUEST

The undersigned, hereby requests payment in the total amount of \$_____ for the below-described Acquisition Facility from [Choose one: Community Facilities District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan) ("CFD No. 98-1A"); or Community Facilities District No. 98-1B of the Capistrano Unified School District (Pacifica San Juan) ("CFD No. 98-1B")], all as more fully described in Attachment 1 hereto. In connection with this Payment Request, the undersigned hereby represents and warrants to the City as follows:

1. He(he) is a duly authorized officer of the undersigned, qualified to execute this Payment Request for payment on behalf of the undersigned and is knowledgeable as to the matters set forth herein.

2. The Developer requests the payment of the purchase price in the amount set forth above for the following Acquisition Facility: _____.

3. All costs of the Acquisition Facility for which payment is requested hereby are actual costs and have not been inflated in any respect. The actual costs for which payment is requested have not been the subject of any prior disbursement request submitted.

4. [For Acquisition Facilities other than A Street Facilities only: ,Supporting documentation (such as third party invoices, lien releases and cancelled checks or other evidence of payment) is attached with respect to each cost for which payment is requested.]

5. The Acquisition Facility for which payment is requested was constructed in accordance with the requirements of the Agreement.

6. The undersigned is in compliance with the terms and provisions of the Agreement and no portion of the amount being requested to be paid was previously paid.

7. The purchase price for the Acquisition Facility, when combined with amounts paid under all previous payment requisitions under the Agreement does not exceed the City Facilities Amount.

8. Please authorize payment of the purchase price by the CFD No. ____ to the undersigned pursuant to the following wiring instructions: _____.

9. Capitalized terms not defined herein shall have the meanings given such terms in the Second Amended and Restated Joint Community Facilities Agreement by and among Capistrano Unified School District (the "CUSD"), Community Facilities District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan), City of San Juan Capistrano (the "City") and Pacific Point Development Partners LLC (the "Developer"), dated as of March 1, 2016 (the "Agreement").

I declare under penalty of perjury that the above representations and warranties are true and correct.

PACIFIC POINT DEVELOPMENT PARTNERS LLC,
A Delaware limited liability company

By: Taylor Morrison Pacific Point Holdings, LLC,
A Delaware limited liability company,
Its Managing Member

By: _____

Name: _____

Title: _____

Agreed and Approved:

CITY OF SAN JUAN CAPISTRANO

By: _____

ATTEST:

By: _____

ATTACHMENT 1
SUMMARY OF ACQUISITION FACILITY(IES)
TO BE ACQUIRED AS PART OF PAYMENT REQUEST

[List here all Acquisition Facilities which payment is requested, and attach support documentation,
if required]

RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO:

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

[Space above for Recorder's use.]

**AMENDED AND RESTATED
IMPACT MITIGATION AGREEMENT RELATED TO COMMUNITY FACILITIES
DISTRICT NO. 98-1A AND COMMUNITY FACILITIES DISTRICT NO. 98-1B**

[This document amends and restates the Impact Mitigation Agreement Related to Community Facilities District No. 98-1A, recorded with the Orange County Recorder's Office on December 1, 2005, as instrument number 2005000962743.]

THIS AMENDED AND RESTATED IMPACT MITIGATION AGREEMENT RELATED TO COMMUNITY FACILITIES DISTRICT NO. 98-1A AND COMMUNITY FACILITIES DISTRICT NO. 98-1B ("**Amended and Restated Mitigation Agreement**"), dated as of March 1, 2016, by and among CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California ("**CUSD**"), a school district organized and existing under the laws of the State of California ("**State**"), COMMUNITY FACILITIES DISTRICT NO. 98-1A OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (PACIFICA SAN JUAN) ("**CFD No. 98-1A**"), and PACIFIC POINT DEVELOPMENT PARTNERS LLC, a Delaware limited liability company (the "**Developer**"). CUSD, CFD No. 98-1A, and the Developer may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS:

A. In 1999, CUSD formed Community Facilities District No. 98-1 of the Capistrano Unified School District (Pacifica San Juan), which was, in 2004, amended pursuant to the Mello-Roos Community Facilities Act of 1982 (the "**Act**"), and renamed "Community Facilities District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan)."

B. In connection with CFD No. 98-1A, CUSD recorded Amendment No. 1 to Notice of Special Tax for Community Facilities District No. 98-1A on June 25, 2004, in the Official Records of Orange County as Document No. 2004000580583 (the "**98-1A Notice of Special Tax Lien**"), which has attached as Appendix A thereto the document entitled "Amended and Restated Rate and Method of Apportionment of Special Tax Lien for Capistrano Unified School District Community Facilities District No. 98-1A (Pacifica San Juan)" (herein, the "**98-1A RMA**").

C. The boundaries of CFD No. 98-1A include lots for the development of 416

single-family residential units (the "**Overall Project**").

D. In 2004, all of the taxable property in CFD No. 98-1A was owned by SJD Partners, LTD, a California limited partnership ("**SJD**").

E. On January 31, 2004, SJD, First American Title Insurance Company, and Lehman ALI Inc., a Delaware corporation ("**Lehman ALI**"), entered into the Amended and Restated Deed of Trust, Security Agreement and Fixture Filing Statement with Assignment of Rents (the "**Deed of Trust**"). The Deed of Trust secured a loan (the "**Loan**") made by Lehman ALI to SJD.

F. In addition, on January 31, 2004, SJD executed the Amended and Restated Memorandum of Assignment of Contracts to and for the benefit of Lehman ALI (the "**Assignment**"). The Assignment was recorded on January 30, 2004 as instrument number 2004000075051.

G. CUSD and SJD entered into the Impact Mitigation Agreement Related to Community Facilities District No. 98-1A, dated as of June 14, 2004 (the "**Original Mitigation Agreement**"), which provided for the mitigation of the impacts of the development of the Overall Project on the school facilities of CUSD. The Original Mitigation Agreement was recorded with the Orange County Recorder's Office on December 1, 2005, as instrument number 2005000962743.

H. The Original Mitigation Agreement contemplated that CFD No. 98-1A would finance (i) school facilities in the amount of \$13,818,000 and (ii) facilities to be owned by the City of San Juan Capistrano (the "**City**") in the amount of \$13,800,000 (the "**City Facilities**").

I. Under the Act, in order to finance the City Facilities, CUSD, the City, and SJD entered into the Amended and Restated Joint Community Facilities Agreement, dated as of June 14, 2004 (the "**Original JCFA**").

J. Subsequent to the foregoing, the Overall Project was partially developed by the construction and sale of 98 of the lots to homeowners (the "**98 Lots**"). The residual 318 lots (out of the original 416) remain undeveloped (the "**Undeveloped Property**").

K. In 2007, SJD defaulted under the terms of the Loan, and on June 18, 2008, Lehman ALI assigned the Deed of Trust and its security interest in the "Loan Documents" (which included the Assignment) to LV Pacific Point LLC, a Delaware limited liability company ("**LVPP**"), pursuant to the Assignment of Deed of Trust and Subordination Agreements recorded as instrument number 2008000292518 (the "**LVPP Assignment**"). Under the LVPP Assignment, the term "Loan Documents" is defined to mean, among other documents, the Deed of Trust and the Assignment.

L. LVPP, as successor-in-interest to Lehman ALI, foreclosed on the Deed of Trust and the assigned security interest in the Loan Documents in a unified sale pursuant to *California Commercial Code* Section 9604(a)(1)(B), and was the buyer at the foreclosure sale conducted on August 28, 2008. On September 9, 2008, the Trustee's Deed Upon Sale was recorded as

instrument number 2008000425460 (the “**Trustee’s Deed**”), making LVPP the owner of the Undeveloped Property and successor to SJD on all contracts, agreements, and documents executed or held by SJD in relation to the Overall Project, including all contracts with governmental agencies entitling SJD to receive CFD No. 98-1A monies, including the Original JCFA and the Original Mitigation Agreement.

M. On May 19, 2015, the Developer purchased the Undeveloped Property from LVPP, and became the successor to LVPP and SJD under the Original Mitigation Agreement and the Original JCFA.

N. Since acquiring the Undeveloped Property, the Developer has been in discussions with CUSD, CFD No. 98-1A, and the City to make changes to the Original Mitigation Agreement and the Original JCFA to reflect changed circumstances resulting from the delay in developing the Overall Project. CUSD, the City, CFD No. 98-1A, and the Developer have met and agreed upon a series of changes to the Original Mitigation Agreement and the Original JCFA that equitably address the concerns of all parties, including CUSD.

O. To implement the agreed-upon changes, CUSD is in the process of forming a new community facilities district over the Undeveloped Property (herein, the “**98-1B Property**”) named Community Facilities District No. 98-1B of the Capistrano Unified School District (Pacifica San Juan) (“**CFD No. 98-1B**”) and will record a Notice of Special Tax Lien over the 98-1B Property with the Rate and Method of Apportionment of Special Tax (the “**98-1B RMA**”) attached thereto as an exhibit.

P. As part of the implementation of the changes described above, (i) CUSD, the City, CFD No. 98-1A, and the Developer have entered into the “Second Amended and Restated Joint Community Facilities Agreement” dated March 1, 2016 (the “**Amended and Restated JCFA**”) and (ii) CUSD and the Developer have entered into the Purchase and Sale Agreement, dated March 1, 2016, with respect to the acquisition by CUSD of the Site (the “**Purchase and Sale Agreement**”).

Q. In conjunction with the formation of CFD No. 98-1B and exercising its powers under the Act to levy special taxes at amounts less than the maximum amount, CUSD will record as soon as practicable following the Statute of Limitations Expiration Date an amendment to the 98-1A Notice of Special Tax Lien (in the form of Exhibit D) that will permanently reduce the special tax rates under the 98-1A RMA in CFD No. 98-1A so as to achieve the 60.33% Reduction (as defined herein).

R. Upon completion of the formation of CFD No. 98-1B, both CFD No. 98-1A and CFD No. 98-1B will be authorized to finance both School Facilities and City Facilities through: (i) the previous and future levy of special taxes on the property in CFD No. 98-1A and the issuance of bonds secured by the levy of the 98-1A Special Taxes (as defined herein) on the property in CFD No. 98-1A; and (ii) the future levy of 98-1B Special Taxes (as defined herein) on the property in CFD No. 98-1B and the issuance of bonds secured by the levy of 98-1B Special Taxes on the property in CFD No. 98-1B, all as described herein and in the Amended and Restated JCFA.

S. The 98 Lots have already been developed and have generated students attending CUSD's facilities, and the Developer will be developing 318 lots on the 98-1B Property that will generate students attending CUSD's facilities (collectively, for the Overall Project, the "**Project Students**"). The purpose of this Amended and Restated Mitigation Agreement is to provide a mechanism for financing School Facilities necessary to enable CUSD to serve the Project Students.

T. Developer's participation and cooperation in implementing this Amended and Restated Mitigation Agreement is intended to constitute complete mitigation of the impact upon CUSD of the development of the Overall Project in lieu of any fees, charges, dedications, or other requirements which CUSD might have imposed upon the Overall Project pursuant to *California Education Code* Section 17620 or *California Government Code* Sections 65970, *et seq.* and 65995, *et seq.* or as may be authorized by any other existing or future legislation, ordinance, resolution, or court decision, provided that nothing contained in this Amended and Restated Mitigation Agreement shall restrict CUSD from levying parcel taxes or *ad valorem* taxes, in each case as authorized according to law, from time to time, against part or all of the Overall Project (provided that CUSD shall not be authorized to levy a parcel tax or *ad valorem* tax on any of the 98-1B Property until at least 159 Units have been constructed and occupied by homeowners).

U. This Amended and Restated Mitigation Agreement is effective on the Effective Date (as defined herein). This Amended and Restated Mitigation Agreement shall not be recorded until after the Effective Date.

AGREEMENT

Article I. Effective Date; Recordation; Recitals

Section 1.01 Effective Date. This Amended and Restated Mitigation Agreement is effective on the Effective Date, and shall be effective automatically and without any further action on the part of any Party. This Amended and Restated Mitigation Agreement shall be null and void if the Effective Date has not occurred by December 31, 2016, or such later date as is mutually agreed to by the Parties in writing.

Section 1.02 Recordation. CUSD shall record this Amended and Restated Mitigation Agreement as soon as practicable after (but not before) the Effective Date.

Section 1.03 Recitals. The foregoing recitals are true and correct.

Article II. Definitions

"60.33% Reduction" means the permanent reduction of the maximum special tax rates under Section C of the 98-1A RMA by an amount equal to 60.33% of the rates shown in the 98-1A RMA, as evidenced by the recordation of an amendment to the 98-1A Notice of Special Tax Lien in the form attached hereto as Exhibit D.

"98 Lots" is defined in Recital J.

"98-1A Accounts" is defined in Section 6.03 herein.

"98-1A Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, or any refunding thereof incurred by CFD No. 98-1A and/or CUSD for School Facilities and the City Facilities, and repayable out of 98-1A Special Taxes of CFD No. 98-1A.

"98-1A Future PayGo" is defined in Section 6.01(g) herein.

"98-1A Notice of Special Tax Lien" is defined in Recital B.

"98-1A PayGo" is defined in Section 6.01(a) herein.

"98-1A Property" means the real property described in Exhibit A and depicted in Exhibit B attached hereto.

"98-1A RMA" means, as defined in Recital B, the Amended and Restated Rate and Method of Apportionment of Special Tax Lien for Capistrano Unified School District Community Facilities District No. 98-1A (Pacifica San Juan) attached as Appendix A to Amendment No. 1 to Notice of Special Tax for Community Facilities District No. 98-1A, recorded on June 25, 2004, in the Official Records of Orange County as Document No. 2004000580583, subject, upon recordation of an amendment to the 98-1A Notice of Special Tax Lien, to the permanent reduction of 98-1A Special Taxes as provided in the resolution of the Board of Trustees of CUSD acting as the legislative body of CFD No. 98-1A.

"98-1A Special Taxes" means any of the special taxes authorized to be levied on the 98-1A Property pursuant to the 98-1A RMA and the Act, which commencing with Fiscal Year 2016-17 shall be at the Reduced 98-1A Rates.

"98-1B Accounts" is defined in Section 6.04 herein.

"98-1B Assigned Rates" means the assigned special tax rates in the 98-1B RMA.

"98-1B Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, or any refunding thereof incurred by CFD No. 98-1B and/or CUSD for School Facilities and the City Facilities and repayable out of 98-1B Special Taxes of CFD No. 98-1B.

"98-1B Future PayGo" is defined in Section 6.02(d) herein.

"98-1B Property" means, as defined in Recital O, the real property described in Exhibit A and depicted in Exhibit B attached hereto.

"98-1B RMA" means, as defined in Recital O, the Rate and Method of Apportionment of Special Tax for CFD No. 98-1B.

"98-1B Special Taxes" means any of the special taxes authorized to be levied on the 98-1B Property pursuant to the 98-1B RMA and the Act.

"Act" means, as set forth in Recital A, the Mello-Roos Community Facilities Act of 1982, *California Government Code* Section 53311, *et seq.*, as amended from time to time.

"Amended and Restated JCFA" is defined in Recital P.

"Amended and Restated Mitigation Agreement" is defined in the preamble.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means the number assigned to an Assessor's Parcel by the County for the purpose of identification.

"Assignment" is defined in Recital F.

"Bonds" means, collectively, the 98-1A Bonds and the 98-1B Bonds.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"Cash Deposit" is defined in Section 6.09 herein.

"CDIAC" is defined in Section 6.09 herein.

"Certificate of Compliance" means (i) a certificate issued by CUSD pursuant to Education Code Section 17620(b) acknowledging that the recipient thereof has complied with all requirements of CUSD for the payment of statutory school fees/alternative school facility fees/mitigation payments and (ii) a certificate issued by CUSD acknowledging that adequate provisions have been made for school facilities.

"CFD" means, as the context requires, CFD No. 98-1A or CFD No. 98-1B.

"CFD No. 98-1A" means, as defined in the Preamble, Community Facilities District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan).

"CFD No. 98-1B" means, as defined in Recital O, when formed, Community Facilities District No. 98-1B of the Capistrano Unified School District (Pacifica San Juan).

"CFDs" means, collectively, CFD No. 98-1A and CFD No. 98-1B.

"City" means, as defined in Recital H, the City of San Juan Capistrano, California.

"City Facilities" means, as defined in Recital H, the facilities of the type described in Exhibit C to be owned and operated by the City and which the City is authorized to provide.

"City Facilities Amount" means the amount of \$13,800,000.

"County" means the County of Orange.

"CUSD" means, as defined in the preamble, the Capistrano Unified School District, a public school district duly organized and existing under the laws of the State.

"Deed of Trust" is defined in Recital E.

"Developed Property" means property categorized as Developed Property under the 98-1A RMA or the 98-1B RMA, as applicable.

"Developer" means, as defined in the preamble, Pacific Point Development Partners LLC, a Delaware limited liability company, and its successors and assigns.

"Effective Date" means the date that the Formation Conditions have been satisfied in full.

"EMMA" is defined in Section 6.08 herein.

"Fiscal Agent" means the fiscal agent or trustee under an Indenture for a series of Bonds.

"Formation Conditions" means all of the following: (i) the qualified electors of the 98-1B Property approve of the levy of special taxes in CFD No. 98-1B, the issuance of bonds, and the appropriations limit by 2/3 or more of the votes cast on the ballot measures at the special election; (ii) CUSD adopts a resolution certifying the results of the special election in CFD No. 98-1B; (iii) a notice of special tax lien is recorded after the Statute of Limitations Expiration Date against the 98-1B Property which contains the 98-1B RMA; (iv) an amendment to the 98-1A Notice of Special Tax Lien is recorded after the Statute of Limitations Expiration Date to permanently lower the special tax rates that may be levied in CFD No. 98-1A so as to achieve the 60.33% Reduction; (v) the Statute of Limitations Expiration Date has occurred; (vi) the approval by the Board of Trustees of CUSD (on behalf of itself and CFD No. 98-1A) and the execution by CUSD, CFD No. 98-1A, and the Developer of the Amended and Restated Mitigation Agreement; (vii) the approval by the Board of Trustees of CUSD and the execution by CUSD and the Developer of the Purchase and Sale Agreement; and (viii) the approval by the Board of Trustees of CUSD (on behalf of itself and CFD No. 98-1A) and the approval by the City Council of the City, and the execution by CUSD, CFD No. 98-1A, the City, and the Developer of the Amended and Restated JCFA.

"Goals and Policies" means the Local Public Agency Goals and Policies for Community Facility Districts for Capistrano Unified School District revised as of May 12, 2008.

"Indenture" means the indenture of trust, fiscal agent agreement or similar document approved by the applicable CFD or CUSD acting on behalf of the applicable CFD.

"JAMS" is defined in Section 10.15 herein.

"Lehman ALI" is defined in Recital E.

"Letter of Credit" is defined in Section 6.09 herein.

"Loan" is defined in Recital E.

"LVPP" is defined in Recital K.

"LVPP Assignment" is defined in Recital K.

"Net Proceeds" means the net remaining proceeds of a series of Bonds (i) after payment of costs of issuance, including underwriter's discount and repayment of deposits made pursuant to a deposit agreement relating to a series of Bonds, if any, (ii) after establishment of capitalized interest as provided in Section 6.05(e) below, (iii) after depositing moneys for administrative expenses, and (iv) after establishment of a reserve fund for such series of Bonds, and in the case of the initial series of Bonds issued by CFD No. 98-1B, after deduction for the costs of formation of CFD No. 98-1B.

"Original JCFA" is defined in Recital I.

"Original Mitigation Agreement" is defined in Recital G.

"Overall Project" is defined in Recital C.

"Parties" is defined in the preamble.

"Party" is defined in the preamble.

"Project Students" is defined in Recital S.

"Purchase and Sale Agreement" is defined in Recital P.

"Purchase Price" is defined in Section 7.01 herein.

"Reduced 98-1A Assigned Rates" means the assigned special tax rates on Developed Property in the 98-1A RMA, as reduced by resolution of CUSD acting on behalf of CFD No. 98-1A and an amendment to the 98-1A Notice of Special Tax Lien (in the form of Exhibit D) to achieve the 60.33% Reduction.

"Reduced 98-1A Rates" means both the Reduced 98-1A Assigned Rates and the Reduced 98-1A Undeveloped Rates.

"Reduced 98-1A Undeveloped Rates" means special tax rates on all property other than Developed Property in the 98-1A RMA, including the backup special tax rate, as reduced by an amendment to the 98-1A Notice of Special Tax Lien (in the form of Exhibit D) to achieve the 60.33% Reduction.

"RMA" means, as the context requires, the 98-1A RMA or the 98-1B RMA.

"RMAs" means, collectively, the 98-1A RMA and the 98-1B RMA.

"School Facilities" means the school facilities of the type described in Exhibit C to be owned and operated by CUSD.

"School Facilities Amount" means an amount at least equal to \$13,801,000.

"Site" means Lot 1 of Tract 15687 (Assessor's Parcel Number 675-081-17), City of San Juan Capistrano, County of Orange.

"Site Purchase Trigger Date" means the date on which the sum of the following equals at least \$6,000,000 of the School Facilities Amount: (i) 98-1A PayGo; (ii) 98-1A Future PayGo; (iii) 98-1B Future PayGo; (iv) the aggregate proceeds of 98-1A Bonds allocated to School Facilities; and (v) the aggregate proceeds of 98-1B Bonds allocated to School Facilities.

"SJD" is defined in Recital D.

"Special Taxes" means, collectively, the 98-1A Special Taxes and the 98-1B Special Taxes.

"State" is defined in the preamble.

"State Funds" is defined in Section 4.01 herein.

"Statute of Limitations Expiration Date" means the date that is thirty (30) days following the adoption of the resolution set forth in subsection (ii) of the definition of Formation Conditions provided that there has been no filing of any lawsuit challenging the formation of CFD No. 98-1B.

"Trustee's Deed" is defined in Recital L.

"Undeveloped Property" is defined in Recital J.

"Unit" means each separate single family detached or attached dwelling unit which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units, including condominiums or townhomes, and any commercial or industrial property development.

Article III. Mitigation

Section 3.01 Purpose and Covenants. The purpose of this Amended and Restated Mitigation Agreement is to establish a method of funding the School Facilities needed so that CUSD can house Project Students. With the formation of the CFDs and the entering into this Amended and Restated Mitigation Agreement, the Developer and the Overall Project shall be deemed to have fulfilled and mitigated its entire obligation to assist in funding School Facilities to serve the Project Students, and to satisfy any obligations of Developer to CUSD which would otherwise be imposed and assessed to Developer or its predecessors with respect to the Overall Project pursuant to *California Education Code* Section 17620 and/or *California Government Code* Section 65970 *et seq.*, and Section 65995 *et seq.* or as may be authorized by any other existing or

future legislation, ordinance, resolution, or court decision. As a result, CUSD hereby covenants that it will not under any circumstances at any time:

(a) other than the 98-1A Special Taxes and the 98-1B Special Taxes, exercise any power or authority (under Section 17620 of the *California Education Code* or any other provision of applicable law) to levy a fee, charge, dedication, or other form of requirement against any Unit or any development undertaken within the boundaries of the Overall Project for the purpose of funding or financing any School Facilities, provided that CUSD shall not be prohibited by this Amended and Restated Mitigation Agreement or otherwise from levying voter approved parcel taxes or *ad valorem* taxes on part or all of the Overall Project, in each case as authorized according to law, from time to time, provided that CUSD shall not authorize the levy a parcel tax or *ad valorem* tax on any of the 98-1B Property until at least 159 Units have been constructed and occupied by homeowners;

(b) require the City, County or any other governmental entity to exercise, or cooperate with the City or any other governmental entity in the exercise of, the power under Title 7, Division 1, Chapter 4.7 of the *California Government Code* (commencing with Section 65970) or any other provision of applicable law, to require the dedication of land, the payment of fees in lieu thereof, or both for classroom or related facilities for K-12 schools as a condition to the approval of a Unit or any development within the Overall Project; and

(c) oppose development (including but not limited to commercial, industrial, or residential development) within the Overall Project on the basis of inadequate school facilities or, except as provided in Section 3.01(a) above, seek other forms of mitigation with respect to the adequacy of school facilities including, but not limited to, the establishment of developer fees, the payment of money by Developer, the dedication of land, or the application of an assessment or requirement of any nature against Developer or any part of the Overall Project including commercial, industrial, and residential property, within the Overall Project permitted by present or future State law, rulings, regulations, and court decisions if the proceeds of such assessment or requirement will be used to finance or fund any school facilities.

Section 3.02 Waiver of Right to Protest. Execution of this Amended and Restated Mitigation Agreement is made by Developer without protest. Developer knowingly and willingly waives its right of protest as may be afforded by *California Government Code* Section 66020 or any other substantive or procedural provision of law with respect to the mitigation agreed to by Developer pursuant to this Amended and Restated Mitigation Agreement.

Section 3.03 CUSD Acknowledgement. CUSD acknowledges that the CFDs and this Amended and Restated Mitigation Agreement make adequate provision for such School Facilities needed to house the Project Students. CUSD authorizes its Deputy Superintendent, Business and Support Services or designee to execute letters or other written materials, as requested by Developer (subject to reasonable CUSD approval), describing this Amended and Restated Mitigation Agreement and stating that adequate provision for school grades K-12 has been made in connection with development of the Overall Project.

Section 3.04 Amended and Restated Mitigation Agreement Unaffected By Changes in Law. CUSD and Developer agree that each Party has negotiated in good faith to reach accord on this

Amended and Restated Mitigation Agreement, and as such, the Amended and Restated Mitigation Agreement is a legally binding contract between the Parties, enforceable in accordance with its terms. Developer and CUSD agree that to the maximum extent permitted by law, this Amended and Restated Mitigation Agreement shall not be affected, modified, or annulled by any subsequent change in local, state, or federal law.

Article IV. State Funds

Section 4.01 Pursuit of State Funds. CUSD reserves the right, but not the obligation, to pursue legally available State funding in connection with the School Facilities (the "**State Funds**").

Section 4.02 Application of State Funds. CUSD may apply State Funds received by it to the acquisition and/or the construction of any CUSD improvements permitted by law.

Article V. Certificates of Compliance

Section 5.01 Issuance. After the Effective Date, the Developer, and any other property owner in the CFDs, may request that CUSD issue, and CUSD shall issue, Certificates of Compliance for all development, including, but not limited to, the Units to be constructed within the Overall Project at any time, regardless of whether Bonds have been issued and without payment or deposit of any kind.

Section 5.02 Retroactive Application. The Parties acknowledge that under the Original Mitigation Agreement, mitigation deposits were required to be paid in connection with the issuance of the building permits for the 81st Unit and each Unit thereafter, and as a condition for the receipt of a Certificate of Compliance, subject to reimbursement by CUSD to the extent of available Bond proceeds deposited in a School Facilities account. However, CUSD has not enforced that provision of the Original Mitigation Agreement and no mitigation payments or deposits were required for any of the 98 building permits previously issued. By entering into this Amended and Restated Mitigation Agreement, the Parties acknowledge that after the Effective Date, no payment or deposit of any kind is required for the issuance of Certificates of Compliance for any of the property in the CFDs, including the 98 Lots, and this provision applies retroactively to any and all building permits and Certificates of Compliance previously issued.

Article VI. Community Facilities Districts

Section 6.01 CFD No. 98-1A.

a) The Parties acknowledge that CFD No. 98-1A has levied and collected special taxes on the 98-1A Property. Of the special taxes collected as of the date of this Amended and Restated Mitigation Agreement, \$2,400,000 (the "**98-1A PayGo**") is available for purposes of funding the School Facilities Amount and shall be applied as set forth in this Article VI.

b) As soon as practicable, CFD No. 98-1A or CUSD, acting on behalf of CFD No. 98-1A, shall issue 98-1A Bonds secured by the 98-1A Special Taxes sized based on the 98-1A Special Taxes to be levied on the 98 Lots at 100% of the Reduced 98-1A Assigned Rates, with 110%

coverage. The Parties acknowledge that the entirety of the property in CFD No. 98-1A will be security for the first series of 98-1A Bonds, but, for sizing purposes, only the special tax revenues levied on the 98 Lots at 100% of the Reduced 98-1A Assigned Rates shall be used in the 110% coverage calculation.

c) The net proceeds of the first series of 98-1A Bonds shall be allocated between the School Facilities and the City Facilities in the amounts required to achieve the following: the amount of net proceeds of the first series of 98-1A Bonds deposited for School Facilities shall be an amount that, when added to the 98-1A PayGo and any 98-1A Future PayGo applied to School Facilities pursuant to Section 6.01(g) below, is exactly \$100 more than the amount of net proceeds of the first series of 98-1A Bonds deposited for City Facilities plus any 98-1A Future PayGo applied to City Facilities pursuant to Section 6.01(g) below.

d) From time to time, CUSD shall issue one or more additional series of 98-1A Bonds secured by the 98-1A Special Taxes. Until the City Facilities Amount is paid in full, CUSD shall maximize the sizing of each subsequent series of 98-1A Bonds based on, among other things, (i) the amount of Developed Property in CFD No. 98-1A, (ii) an amount of Undeveloped Property determined by the mutual agreement of CUSD and the Developer, (iii) an analysis of the bond market, and (iv) consultation with the Developer. Although the actual bond sizing will be determined by CUSD in consultation with the Developer, CUSD shall size each subsequent series of 98-1A Bonds based on 100% of the Reduced 98-1A Assigned Rates on all Developed Property at the time of calculation and all Undeveloped Property that has been issued building permits at the time of calculation, with 110% debt service coverage, net of priority administrative expenses as set forth in Section 6.05 below. Nothing in this paragraph shall prevent CUSD from mutually agreeing with the Developer to size the subsequent series of 98-1A Bonds based on the special taxes levied on Undeveloped Property without building permits. In such a case, CUSD may assume the Developer's projected home square footages to be constructed on such Undeveloped Property for purposes of determining the 98-1A Special Taxes to be used for sizing such subsequent series of 98-1A Bonds.

e) Until the City Facilities Amount is fully funded from proceeds of 98-1A Bonds, any 98-1A Future PayGo, any 98-1B Bonds, and any 98-1B Future PayGo, if any, the Net Proceeds of all subsequent series of 98-1A Bonds shall be allocated to School Facilities and City Facilities as follows: School Facilities = 50% + \$50.00; City Facilities = 50% less \$50.00.

f) The Parties acknowledge that allocating the proceeds of the 98-1A Bonds, the 98-1A PayGo, and the 98-1A Future PayGo in the manner set forth in subsections (c), (d), and (e) above does all of the following: (i) meets the "greatest share rule" of the Act with respect to CFD No. 98-1A, and (ii) applies 100% of the 98-1A PayGo to CFD No. 98-1A.

g) Until the City Facilities Amount is fully funded, commencing in Fiscal Year 2016-17 and in each year thereafter, CFD No. 98-1A, or CUSD on behalf of CFD No. 98-1A, will levy 98-1A Special Taxes on the Developed Property in CFD No. 98-1A at 100% of the Reduced 98-1A Assigned Rates. Any 98-1A Special Taxes collected that are not needed for debt service on 98-1A Bonds, administrative expenses, and/or replenishment of any reserve fund (herein, the "**98-1A Future PayGo**") shall, on June 1 of each year, be used to fund the School Facilities Amount and the City Facilities Amount as follows: School Facilities Amount = 50% + \$50.00; City

Facilities Amount = 50% less \$50.00.

h) Once the City Facilities Amount is fully funded from proceeds of 98-1A Bonds, any 98-1A Future PayGo, any 98-1B Bonds, and any 98-1B Future PayGo, if any, the remaining Net Proceeds of 98-1A Bonds and any 98-1A Future PayGo collected thereafter may be applied exclusively for School Facilities at the discretion of CUSD.

Section 6.02 CFD No. 98-1B.

a) From time to time, CFD No. 98-1B, or CUSD acting on behalf of CFD No. 98-1B, shall issue one or more series of 98-1B Bonds secured by the 98-1B Special Taxes. Until the City Facilities Amount is fully paid, CUSD shall maximize the sizing of each series of 98-1B Bonds based on, among other things, (i) the amount of Developed Property in CFD No. 98-1B, (ii) the amount of Undeveloped Property mutually agreed upon by the Developer and CUSD to be included, (iii) an analysis of the bond market, and (iv) consultation with the Developer. Although the actual bond sizing will be determined by CUSD in consultation with the Developer, CUSD shall size each series of 98-1B Bonds based on 100% of the 98-1B Assigned Rates on all Developed Property at the time of calculation and all Undeveloped Property that has been issued building permits at the time of calculation, with 110% debt service coverage net of priority administrative expenses as set forth in Section 6.05. Nothing in this paragraph shall prevent CUSD and the Developer from mutually agreeing to size the series of 98-1B Bonds based on the special taxes levied on Undeveloped Property without building permits. In such a case, CUSD may assume the Developer's projected home square footages to be constructed on such Undeveloped Property for purposes of determining the 98-1B Special Taxes to be used for sizing such series of 98-1B Bonds.

b) Until the City Facilities Amount is fully funded, the net proceeds of each series of 98-1B Bonds shall be allocated to School Facilities and City Facilities as follows: School Facilities = 50% + \$50.00; City Facilities = 50% less \$50.00.

c) The Parties acknowledge that splitting the proceeds of the 98-1B Bonds in the manner set forth in subsection (b) above and subsection (d) below does all of the following: (i) meets the "greatest share rule" of the Act with respect to CFD No. 98-1B, and (ii) limits the aggregate amount allocated to City Facilities between CFD No. 98-1A and CFD No. 98-1B to not more than the City Facilities Amount.

d) Until the City Facilities Amount is fully funded, CFD No. 98-1B, or CUSD on behalf of CFD No. 98-1B will levy 98-1B Special Taxes on the Developed Property in CFD No. 98-1B at 100% of the 98-1B Assigned Rates. Any 98-1B Special Taxes collected that are not needed for debt service on any 98-1B Bonds, administrative expenses, and/or replenishment of any reserve fund (herein, the "**98-1B Future PayGo**") shall, on June 1 of each year, be used to fund the School Facilities Amount and the City Facilities Amount as follows: School Facilities Amount = 50% + \$50.00; City Facilities Amount = 50% less \$50.00.

e) Once the City Facilities Amount is fully funded, any remaining Net Proceeds of 98-1B Bonds and any 98-1B Future PayGo collected thereafter may be applied exclusively for School Facilities.

Section 6.03 Application of Proceeds for CFD No. 98-1A. For CFD No. 98-1A, prior to the issuance of the first series of 98-1A Bonds, CFD No. 98-1A, or CUSD acting on behalf of CFD No. 98-1A, shall establish the following accounts (collectively, with the comparable accounts established under the Indenture referenced below, the "**98-1A Accounts**"): (i) 98-1A School Facilities Account; and (ii) 98-1A City Facilities Account. All 98-1A PayGo and 98-1A Future PayGo collected by CUSD (including from prepayments of 98-1A Special Taxes, if any) prior to the issuance of the first series of 98-1A Bonds shall be deposited in these accounts in accordance with Section 6.01 herein. Upon the issuance of the first series of 98-1A Bonds, the amounts in the 98-1A Accounts established by CFD No. 98-1A, or CUSD acting on behalf of CFD No. 98-1A, shall be transferred to the Fiscal Agent to be held in accordance with the applicable Indenture in comparable accounts also referred to herein as the 98-1A School Facilities Account and the CFD No. 98-1 City Facilities Account and to be applied as set forth in Section 6.01. The Net Proceeds of the 98-1A Bonds shall be deposited in the 98-1A Accounts held by the Fiscal Agent in accordance with Section 6.01. All earnings on amounts in the 98-1A Accounts shall remain in the 98-1A Accounts for use as provided in Section 6.01 and pursuant to the Indenture. The Indenture shall also provide that earnings on the funds in any reserve fund established pursuant to the applicable Indenture in excess of the applicable reserve requirement not required for payment of debt service shall be disbursed in equal amounts to the 98-1A School Facilities Account and the 98-1A City Facilities Account until all the City Facilities Amount has been funded through a combination of 98-1A Future PayGo, 98-1B Future PayGo, Net Proceeds of 98-1A Bonds, Net Proceeds of 98-1B Bonds, and investment earnings, if any, and thereafter shall be applied to pay for School Facilities or debt service on the 98-1A Bonds.

Section 6.04 Application of Proceeds for CFD No. 98-1B. For CFD No. 98-1B, prior to the issuance of the first series of 98-1B Bonds, CFD No. 98-1B, or CUSD acting on behalf of CFD No. 98-1B, shall establish the following accounts (collectively, with the comparable accounts established under the Indenture referenced below, the "**98-1B Accounts**"): (i) 98-1B School Facilities Account; and (ii) 98-1B City Facilities Account. All 98-1B Future PayGo collected by CFD No. 98-1B or CUSD on behalf of CFD No. 98-1B (including from net proceeds of prepayments of 98-1B Special Taxes, if any) prior to the issuance of the 98-1B Bonds shall be deposited in these accounts in accordance with Section 6.02 herein. Upon the issuance of the first series of 98-1B Bonds, amounts in the 98-1B Accounts shall be transferred to the Fiscal Agent to be held in accordance with the applicable Indenture in comparable accounts also referred to herein as the 98-1B School Facilities Account and the 98-1B City Facilities Account and to be applied as set forth in Section 6.02. The Net Proceeds of each series of 98-1B Bonds shall be deposited in the 98-1B Accounts in accordance with Section 6.02 and pursuant to the applicable Indenture. Separate subaccounts may be established for each series of 98-1B Bonds. All earnings on amounts in the 98-1B Accounts shall remain in the 98-1B Accounts for use as provided in Section 6.02 and pursuant to the Indenture. The Indenture shall also provide that earnings on the funds in any reserve fund established pursuant to the Indenture in excess of the applicable reserve requirement not required for payment of debt service shall be disbursed in equal amounts to the 98-1B School Facilities Account and the 98-1B City Facilities Account until all the City Facilities Amount has been funded through a combination of 98-1A Future PayGo, 98-1B Future PayGo, Net Proceeds of 98-1A Bonds, Net Proceeds of 98-1B Bonds, and investment earnings, if any, and thereafter shall be applied to pay for School Facilities or to pay debt service on the 98-1B Bonds.

Section 6.05 Bond Issuance Parameters. Each series of Bonds issued in either CFD No. 98-1A or CFD No. 98-1B shall be issued under the following parameters, unless otherwise required by the Act or the mutual written agreement of Developer and CUSD:

a) Value-to-Lien Ratio. The appraised or assessed value-to-lien ratio required for each issue of Bonds will be three to one (3:1). The actual value-to-lien ratio of any series of Bonds may be higher than 3:1, but CFD No. 98-1A or CFD No. 98-1B, or CUSD acting on behalf of either CFD, as applicable, shall not, as a condition of issuing the applicable series of Bonds, require a ratio in excess of 3:1.

b) Coverage Ratio. Each series of Bonds will require a debt service coverage ratio of one hundred ten percent (110%) of the scheduled debt service payments, after an assumed \$50,000 in priority administrative expenses with respect to CFD No. 98-1A Bonds and an assumed \$55,000 in priority administrative expenses with respect to CFD No. 98-1B Bonds (each such value being as of Fiscal Year 2016-17, and escalating at 2% each subsequent fiscal year). CUSD shall not, as a condition of issuing the Bonds, require a ratio in excess of 110%.

c) Sizing. In sizing each series of 98-1A Bonds, CUSD shall assume the funding of a CFD No. 98-1A aggregate of \$50,000 in priority administrative expenses as of Fiscal Year 2016-17, escalating at 2% each fiscal year thereafter. CUSD and the Developer understand and agree that, in calculating the 110% coverage for each and every 98-1A Bond issue, the priority administrative expenses is an aggregate amount of \$50,000 (as escalated). In sizing each series of 98-1B Bonds, CUSD shall assume the funding of an aggregate of \$55,000 in priority administrative expenses as of Fiscal Year 2016-17, escalating at 2% each fiscal year thereafter. CUSD and the Developer understand and agree that, in calculating the 110% coverage for each and every 98-1B Bond issue, the priority administrative expenses is an aggregate amount of \$55,000 (as escalated).

d) Escalation. Each series of Bonds shall have debt service that escalates at two percent (2%) per year.

e) Capitalized Interest. The amount of capitalized interest on the first series of 98-1A Bonds shall not exceed the amount needed to fund interest during the "stub" period. The amount of capitalized interest for each additional series of 98-1A Bonds and each series of 98-1B Bonds shall be at least 12 months, plus the "stub" period, unless a lower amount is requested by the Developer.

f) Term. The final maturity of each series of 98-1A Bonds shall reflect the final year that the 98-1A Special Taxes may be levied (i.e., Fiscal Year 2043-44, as set forth in the 98-1A RMA). Each series of 98-1B Bonds will have a term of not less than 30 years and not more than 40 years, subject to any special tax term limitations in the 98-1B RMA.

g) Costs. Any formation or issuance deposits made pursuant to a deposit agreement by the Developer with respect to CFD No. 98-1B shall be paid to the Developer out of the proceeds of the first series of 98-1B Bonds. In addition, not more than \$60,000 from the first series of 98-1B Bonds and not more than \$40,000 for each subsequent series of 98-1B Bonds shall be repaid to the Developer out of the proceeds of the 98-1B Bonds as a cost of issuance for the costs of the

Developer's attorneys and consultants incurred by the Developer in connection with the formation of CFD No. 98-1B and the issuance of 98-1B Bonds.

Section 6.06 Total Mitigation. If 98-1A PayGo, 98-1A Future PayGo, 98-1B Future PayGo, Net Proceeds of the 98-1A Bonds, and Net Proceeds of the 98-1B Bonds are applied as set forth in Sections 6.01 and 6.02, CUSD will receive at least \$13,801,000 for School Facilities and the amount of no more than the City Facilities Amount (\$13,800,000) will be applied for City Facilities.

Section 6.07 The RMAs; Notice to Homeowners. Developer, CFD No. 98-1A and CUSD have agreed that (i) the 98-1A Special Taxes shall be levied on the basis of the 98-1A RMA at the Reduced 98-1A Rates and (ii) the 98-1B Special Taxes shall be levied on the basis of the 98-1B RMA. For CFD No. 98-1A, Developer acknowledges that CFD No. 98-1A, or CUSD acting on behalf of CFD No. 98-1A, intends to and agrees that CFD No. 98-1A, or CUSD acting on behalf of CFD No. 98-1A, is permitted by law to levy 98-1A Special Taxes on Developed Property (as defined in the 98-1A RMA) at the Reduced 98-1A Rates and apply in each year 98-1A Future PayGo to acquire and construct School Facilities and City Facilities as set forth in Section 6.01. For CFD No. 98-1B, Developer acknowledges that CFD No. 98-1B, or CUSD acting on behalf of CFD No. 98-1B, intends to and agrees that CFD No. 98-1B, or CUSD acting on behalf of CFD No. 98-1B, is permitted by law to levy 98-1B Special Taxes on Developed Property at the maximum assigned special tax rate and apply in each year any 98-1B Future PayGo to acquire and construct School Facilities and City Facilities as set forth in Section 6.02. Developer agrees to provide written notice of the 98-1A Special Tax and the 98-1B Special Tax to all purchasers of Units in CFD No. 98-1A and CFD No. 98-1B substantially in the form required pursuant to the Act.

Section 6.08 Developer Cooperation. Developer agrees to cooperate with CUSD, CFD No. 98-1A and CFD No. 98-1B in the issuance of each series of the 98-1A Bonds and 98-1B Bonds including, without limitation, providing full, complete, and accurate information in a timely manner to the appraiser, market absorption consultant, special tax consultant, bond counsel, disclosure counsel and underwriter with respect to the 98-1B Property. Developer shall provide information to CFD No. 98-1B and CUSD regarding its development and financing plans for the property in CFD No. 98-1B for inclusion in the preliminary official statement and the final official statement for each series of 98-1A Bonds and 98-1B Bonds, provided that the disclosure for the first series of 98-1A Bonds may be in a more summary fashion since the 98-1 Special Taxes from the 98 Lots will provide 110% coverage of the debt service on the first series of the 98-1A Bonds. Developer will execute a letter of representations in connection with each Preliminary Official Statement and a bring-down certificate at the time of closing each financing, in a form customarily requested by the CFDs and the Underwriter. If the Developer owns property in CFD No. 98-1A or CFD No. 98-1B, as applicable, that is responsible for (i) more than 15% of the projected levy of 98-1A Special Taxes at the time of issuance of a subsequent series of the 98-1A Bonds, or (ii) more than 15% of the projected levy of 98-1B Special Taxes at the time of issuance of any series of the 98-1B Bonds, Developer agrees to enter into a continuing disclosure agreement whereby the Developer will, until such obligation is terminated, provide information to Electronic Municipal Market Access ("**EMMA**") regarding the development and financing plans for the 98-1B Property. Developer further acknowledges that subsequent purchasers of all or a portion of the 98-1B Property (other than homeowners) may be required to assume the continuing disclosure obligations with respect to the property acquired.

Section 6.09 Security and Payment of Special Tax. In the event CUSD, based upon its analysis of the development of the 98-1B Property in light of standard marketing criteria then being applied in the municipal bond industry and California Debt and Investment Advisory Commission ("CDIAC") standards, determines that additional security is required in order to market a series of 98-1B Bonds to the general public at reasonable interest costs, then, prior to the issuance of the 98-1B Bonds, Developer agrees to deliver to the Fiscal Agent an irrevocable standby letter of credit ("**Letter of Credit**"), issued by a bank which is reasonably acceptable to CUSD, or cash ("**Cash Deposit**"), in a form and upon such terms and conditions as shall be reasonably acceptable to CFD No. 98-1A, CFD No. 98-1B, or CUSD acting on behalf of CFD No. 98-1A or CFD No. 98-1B, as applicable, in an amount equal to one year's 98-1A Special Taxes and/or 98-1B Special Taxes, as applicable, levied on the property then-owned by the Developer assuming such property is subject to 98-1A Special Taxes and/or 98-1B Special Taxes, as applicable, based on projected build-out so that capitalized interest does not reduce the amount calculated as the Letter of Credit amount. The form of each Letter of Credit delivered pursuant to this Section 6.09 shall in all respects be satisfactory to and approved in writing by CUSD. The parties agree that because the first series of 98-1A Bonds will be based on the 98 Lots only, no credit enhancement will be required to be posted by the Developer with respect to such series of 98-1A Bonds.

In the event that portions of the 98-1B Property are sold to merchant builders, each merchant builder shall be required to deliver a Letter of Credit or Cash Deposit of the type described above for only the Assessor's Parcels and/or Units owned by it for which a Letter of Credit or Cash Deposit has been required from Developer pursuant to the preceding paragraph to secure the payment of the semiannual installments of the 98-1A Special Taxes or 98-1B Special Taxes, as applicable, levied on such Assessor's Parcels, and Developer shall continue to provide the Letter of Credit or Cash Deposit for all remaining property in the applicable CFD then-owned by Developer. Upon delivery of a Letter of Credit or Cash Deposit by a merchant builder in the amount required by this Section 6.09 for property acquired from Developer, the Letter of Credit or Cash Deposit provided by Developer, shall be reduced by the amount of such merchant builder's Letter of Credit or Cash Deposit. Developer and any merchant builder may also substitute a Letter of Credit for a Cash Deposit previously provided or a Cash Deposit for a Letter of Credit previously provided.

Each Letter of Credit shall name the Fiscal Agent for the applicable series of Bonds, as the beneficiary and shall provide that Fiscal Agent may draw thereon, up to the full amount thereof, in the amount of any delinquencies in the payment of semiannual installments of the 98-1A Special Taxes and/or 98-1B Special Taxes, as applicable, levied on the respective properties within CFD No. 98-1B with respect to which such Letter of Credit constitutes security (other than property closed to homeowners) in order to pay debt service on the 98-1A Bonds and/or 98-1B Bonds, as applicable. The Fiscal Agent may draw on a Cash Deposit up to the full amount thereof, in the amount of any delinquencies in the payment of semiannual installments of the 98-1A Special Taxes and/or 98-1B Special Taxes, as applicable, levied on properties within CFD No. 98-1B with respect to which such Cash Deposit constitutes security (other than property closed to homeowners) in order to pay debt service on the 98-1A Bonds and/or 98-1B Bonds, as applicable.

Following the sale or transfer of a Unit to a homeowner, or upon the prepayment of the Special Taxes applicable to a Unit, Developer or merchant builder, as applicable, shall notify CFD No. 98-1A, CFD No. 98-1B, as applicable, and CUSD of such event in writing, and CFD No. 98-1A, CFD No. 98-1B, or CUSD, acting on behalf of CFD No. 98-1A or CFD No. 98-1B, as applicable, shall authorize the amount of the Letter of Credit or Cash Deposit to be reduced by an amount equal to 98-1A Special Taxes and/or 98-1B Special Taxes, as applicable, for such Unit, provided, however, CFD No. 98-1A, CFD No. 98-1B, or CUSD, acting on behalf of CFD No. 98-1A or CFD No. 98-1B, as applicable shall be required to reduce a particular Letter of Credit or Cash Deposit a maximum of four times each Calendar Year. Under no circumstances may the Letter of Credit or the Cash Deposit be drawn upon for the delinquency of a homeowner.

Each Letter of Credit or Cash Deposit shall be maintained by Developer or a merchant builder, as applicable, and renewed annually by the issuing bank or a substitute bank acceptable to CFD No. 98-1A, CFD No. 98-1B, or CUSD, acting on behalf of CFD No. 98-1A or CFD No. 98-1B, as applicable until the earlier of (i) the sale of all of the 98-1B Property owned by the Developer or the merchant builder, or (ii) such time as 75% of the proposed Units in CFD No. 98-1B have been sold to individual homeowners. Each Letter of Credit shall further provide that the failure of the issuing bank to renew the Letter of Credit until such condition is satisfied will enable the Fiscal Agent to draw the full amount thereof. If the Fiscal Agent draws any amount of Cash Deposit, or draws any amount under a Letter of Credit, CFD No. 98-1A, CFD No. 98-1B, or CUSD, acting on behalf of CFD No. 98-1A or CFD No. 98-1B, as applicable, shall (i) reimburse the amount drawn to the issuing bank with respect to a Letter of Credit if the issuing bank reinstates the Letter of Credit to the then applicable Letter of Credit amount or, in the absence of reinstatement, such amount shall be deposited as a Cash Deposit and shall be combined with the outstanding Letter of Credit to equal the applicable Letter of Credit amount, or (ii) to Developer or merchant builder with respect to a Cash Deposit if the then required Cash Deposit amount has been replenished or as a Cash Deposit if such replenishment has not occurred, in each case without interest, from the delinquent 98-1A Special Taxes or 98-1B Special Taxes, as applicable with respect to which any such amount is drawn when and if such installments are paid or the proceeds of foreclosure of the applicable property as a result of such delinquency are received.

Section 6.10 Bond Refinance. Provided that all City Facilities have been funded pursuant to Sections 6.01 and 6.02 and the Amended and Restated JCFA, Developer hereby agrees that the CFDs and CUSD have the authority to refinance Bonds in the future and utilize any funds made available to it from such refinancing to acquire or construct School Facilities, and Developer agrees to reasonably cooperate as needed in furtherance of such refinancing, provided (i) such refinancing does not result in an increase in the levy of 98-1A Special Taxes or 98-1B Special Taxes, as applicable, on Undeveloped Property (as defined in the 98-1A RMA and 98-1B RMA, as applicable) or extend the term in which 98-1A Special Taxes or 98-1B Special Taxes, as applicable, will be levied on Undeveloped Property (as defined in the 98-1A RMA and 98-1B RMA) from the levy amount and term applicable prior to such refinancing and (ii) any reasonable costs incurred by the Developer as part of the bond refinancing (including the reasonable costs of providing any opinions or certificates) is reimbursed to the Developer out of the proceeds of the refinancing bonds.

Section 6.11 Other Special Taxes or Assessments. Developer agrees not to petition for or

consent to the authorization or levy of special taxes or assessments on the Overall Project which will cause the sum of real property taxes, maximum special taxes, and assessments to exceed 1.86% of the estimated sales price of any Unit. The provisions of this Section 6.11 do not apply to the formation of CFD No. 98-1A or CFD No. 98-1B and the levy of 98-1A Special Taxes or 98-1B Special Taxes.

Article VII. Site Acquisition

Section 7.01 Transfer of Site. Developer and CUSD have entered into the Purchase and Sale Agreement, which provides the terms and conditions of the sale and transfer of the Site to CUSD. As set forth in the Purchase and Sale Agreement, the purchase price of the Site is \$6,000,000 (the "**Purchase Price**"). Developer acknowledges that CUSD may hereafter determine, in its sole discretion, that it is necessary and desirable to house elementary school students residing within the District at a location outside of the District boundaries and, in such event, Developer agrees that CUSD may sell or transfer ownership of the Site as CUSD determines is appropriate in its sole discretion, as set forth in the Purchase and Sale Agreement.

Article VIII. Representations, Warranties, and Covenants of CUSD and CFD No. 98-1A

Section 8.01 Representations. CUSD represents and warrants to, and covenants with CFD No. 98-1A and Developer that:

(a) CUSD is a public school district of the State organized and operating pursuant to the Constitution and laws of the State and has all necessary power and authority to enter into and perform its duties under this Amended and Restated Mitigation Agreement and, when executed and delivered by the Parties, and upon the Effective Date, this Amended and Restated Mitigation Agreement will constitute the legal, valid and binding obligation of CUSD enforceable in accordance with its terms, except as enforcement hereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights generally, and by limitations on remedies against public agencies in the State.

(b) The execution and delivery by CUSD of this Amended and Restated Mitigation Agreement and compliance by CUSD with the provisions hereof, will not conflict with, or constitute a violation of or default under, the Constitution of the State or any existing law, charter, ordinance, regulation, decree, order, or resolution applicable to CUSD, and will not conflict with or result in a violation or breach of, or constitute a default under, any contract, agreement, indenture, mortgage, lease, or other instrument to which CUSD is subject or by which it is bound.

(c) To the best knowledge of CUSD, there is no action, suit, or proceeding of any court or governmental agency or body pending or threatened against CUSD in any way contesting or effecting the validity of this Amended and Restated Mitigation Agreement or contesting the powers of CUSD to enter into or perform its obligations under this Amended and Restated Mitigation Agreement or in which a final adverse decision could materially adversely affect the operations of CUSD or the consummation of the transactions contemplated by this Amended and Restated Mitigation Agreement.

(d) CUSD is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which CUSD is a party or is otherwise subject, which breach or default would materially adversely affect CUSD's ability to enter into or perform its obligations under this Amended and Restated Mitigation Agreement, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument and which would materially adversely affect CUSD's ability to enter into or perform its obligations under this Amended and Restated Mitigation Agreement.

Section 8.02 Representations. CFD No. 98-1A represents and warrants to, and covenants with CUSD and the Developer that:

(a) CFD No. 98-1A is a community facilities district of the State organized and operating pursuant to the Constitution and laws of the State and has all necessary power and authority to enter into and perform its duties under this Amended and Restated Mitigation Agreement and, when executed and delivered by the Parties, and upon the Effective Date, this Amended and Restated Mitigation Agreement will constitute the legal, valid and binding obligation of CFD No. 98-1A enforceable in accordance with its terms, except as enforcement hereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights generally, and by limitations on remedies against public agencies in the State.

(b) The execution and delivery by CFD No. 98-1A of this Amended and Restated Mitigation Agreement and compliance by CFD No. 98-1A with the provisions hereof, will not conflict with, or constitute a violation of or default under, the Constitution of the State or any existing law, charter, ordinance, regulation, decree, order, or resolution applicable to CFD No. 98-1A, and will not conflict with or result in a violation or breach of, or constitute a default under, any contract, agreement, indenture, mortgage, lease, or other instrument to which CFD No. 98-1A is subject or by which it is bound.

(c) To the best knowledge of CFD No. 98-1A, there is no action, suit, or proceeding of any court or governmental agency or body pending or threatened against CFD No. 98-1A in any way contesting or effecting the validity of this Amended and Restated Mitigation Agreement or contesting the powers of CFD No. 98-1A to enter into or perform its obligations under this Amended and Restated Mitigation Agreement or in which a final adverse decision could materially adversely affect the operations of CFD No. 98-1A or the consummation of the transactions contemplated by this Amended and Restated Mitigation Agreement.

(d) CFD No. 98-1A is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which CFD No. 98-1A is a party or is otherwise subject, which breach or default would materially adversely affect CFD No. 98-1A's ability to enter into or perform its obligations under this Amended and Restated Mitigation Agreement, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default

under any such instrument and which would materially adversely affect CFD No. 98-1A's ability to enter into or perform its obligations under this Amended and Restated Mitigation Agreement.

Article IX. Representations, Warranties, and Covenants of Developer

Section 9.01 Representations. Developer represents and warrants to, and covenants with, CUSD and CFD No. 98-1A that:

(a) Developer is a limited liability company, organized and existing pursuant to the laws of the State of Delaware, and Developer has all necessary power and authority to enter into and perform its duties under this Amended and Restated Mitigation Agreement and, when executed and delivered by the Parties, and upon the Effective Date, this Amended and Restated Mitigation Agreement will constitute the legal, valid, and binding obligation of Developer enforceable in accordance with its terms, except as enforcement hereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights generally.

(b) The execution and delivery by Developer of this Amended and Restated Mitigation Agreement and compliance by Developer with the provisions hereof, will not conflict with, or constitute a violation of or default under, the Constitution or laws of the State, or any existing law, charter, ordinance, regulation, decree, order or resolution applicable to Developer, and will not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease, or other instrument to which Developer is subject or bound.

(c) To the best knowledge of Developer, there is no action, suit or proceeding of any court or governmental agency or body pending or threatened against Developer in any way contesting or effecting the validity of this Amended and Restated Mitigation Agreement or contesting the powers of Developer to enter into or perform the obligations under this Amended and Restated Mitigation Agreement or in which a final adverse decision could materially adversely affect the operations of Developer, its development of the 98-1B Property or the consummation of the transactions contemplated by this Amended and Restated Mitigation Agreement.

(d) Developer is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which Developer is a party or is otherwise subject, which breach or default would materially adversely affect Developer's ability to enter into or perform the obligations under this Amended and Restated Mitigation Agreement, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument and which would materially adversely affect Developer's ability to enter into or perform its obligations under this Amended and Restated Mitigation Agreement.

(e) Developer will not sue CUSD or the CFDs or willfully join in any lawsuit or actively participate in any lawsuit against CUSD or the CFDs regarding the validity of the CFDs or

the use of any proceeds of the Special Taxes or the Bonds to the extent that such proceeds are applied in accordance with the applicable RMA, this Amended and Restated Mitigation Agreement, and the Amended and Restated JCFA and the Purchase and Sale Agreement.

(f) Developer shall assume the defense of, indemnify and save harmless, CUSD, the CFDs, their respective officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, this Amended and Restated Mitigation Agreement, the issuance of the Bonds, including without limitation, disclosure of information provided in writing by Developer, its agents, consultants, or attorneys in connection therewith, and the construction by Developer, of any of the City Facilities. Nothing in this Section 9.01(f) shall limit in any manner the rights of CUSD and/or the CFDs against any of the architects, engineers, contractors or other consultants employed by Developer which has performed work in connection with construction of the City Facilities. Notwithstanding the foregoing, Developer shall have no obligation to defend, indemnify, or hold harmless CUSD, its officers, directors, employees, and agents, or the CFDs, its officers, directors, employees and agents, from and against any claims, liabilities, losses, or damages (including court costs and attorneys' fees) which result from or arise out of (i) the negligence or willful misconduct of CUSD, its officers, directors, employees, or agents, or the CFDs, its officers, directors, employees, or agents, (ii) any 98-1A Bonds, or (iii) the tax-exemption of any 98-1B Bonds.

Article X. Miscellaneous

Section 10.01 Successors and Assigns. All of the covenants, stipulations, promises, and agreements contained in this Amended and Restated Mitigation Agreement by or on behalf of, or for the benefit of, any of the Parties, shall bind or inure to the benefit of any of the successors and assigns of the Parties; provided, however, that purchasers of Units shall not be deemed to be successors and assigns of Developer for purposes of this Amended and Restated Mitigation Agreement, and shall have no right to enforce any provisions of this Amended and Restated Mitigation Agreement.

Section 10.02 Amendment. This Amended and Restated Mitigation Agreement may not be amended except in writing by Developer and CUSD, duly executed by their authorized agents. Developer and CUSD recognize that it may be necessary to make revisions to this Amended and Restated Mitigation Agreement after execution by the Parties. Therefore, CUSD delegates to the Deputy Superintendent, Business and Support Services the authority to approve amendments to this Amended and Restated Mitigation Agreement which do not substantially affect the terms contained herein, subject to subsequent ratification by CUSD's Board of Trustees.

Section 10.03 Severability. If any non-material provision of this Amended and Restated Mitigation Agreement shall be held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

Section 10.04 Entire Agreement. This Amended and Restated Mitigation Agreement amends and restates the Original Mitigation Agreement and, as of the Effective Date, the terms of the Amended and Restated Mitigation Agreement shall control over the terms of the Original

Mitigation Agreement. Each Party acknowledges that no representation by any Party which is not embodied herein or in any other agreement, statement, or promise not contained in this Amended and Restated Mitigation Agreement shall be valid and binding. The Parties agree to act in a manner which will not frustrate the purposes of this Amended and Restated Mitigation Agreement.

Section 10.05 Attorney Fees. In the event of any action or proceeding brought by one Party against another under this Amended and Restated Mitigation Agreement, the prevailing Party shall be entitled to recover its reasonable attorney fees, costs, and expenses incurred in such action or proceeding. In addition to the foregoing, the prevailing Party shall be entitled to its reasonable attorney fees and costs and expenses incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Amended and Restated Mitigation Agreement into any judgment on this Amended and Restated Mitigation Agreement.

Section 10.06 Execution. This Amended and Restated Mitigation Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 10.07 Notices. All correspondence, notices, or certificates required by this Amended and Restated Mitigation Agreement shall be sufficiently given and served if delivered by hand directly to the offices named below or sent by United States first-class mail postage prepaid and addressed as follows:

- | | | |
|-----|-------------------------------------|--|
| (a) | if to
Developer: | Pacific Point Development Partners LLC
8105 Irvine Center Drive, Suite 1450
Irvine, California 92618
Attention: Phil Bodem |
| | With a copy | Holland & Knight LLP
50 California Street, Suite 2800
San Francisco, California 94111
Attention: Robert M. Haight, Jr., Esq. |
| (b) | if to CUSD or
CFD No. 98-
1A: | Capistrano Unified School District
33122 Valle Road
San Juan Capistrano California 92675
Attention: Deputy Superintendent, Business
and Support Services |
| | With a copy
to: | Burke, Williams & Sorensen, LLP
1851 East First Street, Suite 1550
Santa Ana, California 92705
Attention: Jack P. Lipton, Esq. |

Any Party may change its mailing address at any time by giving written notice of such change to the other Parties in the manner provided herein. All notices under this Amended

and Restated Mitigation Agreement shall be deemed given, received, made, or communicated on the date personal delivery is effected or, if mail, on the delivery date or attempted delivery date shown on the return receipt.

Section 10.08 Exhibits. The Exhibits attached hereto are deemed incorporated into this Amended and Restated Mitigation Agreement in their entirety by reference.

Section 10.09 Time. Time is of the essence in this Amended and Restated Mitigation Agreement and in each and every terms, provision and condition hereof.

Section 10.10 Remedies Cumulative. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. The waiver or failure to enforce any provision of this Amended and Restated Mitigation Agreement shall not operate as a waiver of any future breach of such provision or of any other provision hereof.

Section 10.11 Construction. The Parties acknowledge and agree that each has been given the opportunity to review this Amended and Restated Mitigation Agreement with legal counsel independently, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. In the event of an ambiguity in or dispute regarding the interpretation of same, the interpretation of this Amended and Restated Mitigation Agreement shall not be resolved by any rule of interpretation providing for interpretation against the Party who causes the uncertainty to exist or against the drafter.

Section 10.12 Choice of Law. This Amended and Restated Mitigation Agreement has been negotiated and executed in the State of California and shall be governed and construed by the laws of the State without regard to the conflicts of laws principles.

Section 10.13 Captions. The captions, headings, and titles to the various articles and paragraphs of this Amended and Restated Mitigation Agreement are not a part of this Amended and Restated Mitigation Agreement, are for convenience and identification only, and shall have no effect upon the construction or interpretation of any part hereof.

Section 10.14 No Third Party Benefit. This Amended and Restated Mitigation Agreement is by and between the Parties named herein, and unless expressly provided in the foregoing provisions no third party shall be benefited hereby. This Amended and Restated Mitigation Agreement may not be enforced by anyone other than a Party or a successor to such Party of the type described in Section 10.01 who has acquired his/her/its interest in a way permitted by the above provisions.

Section 10.15 Mediation Prior to Litigation. It is the intent of the Parties to attempt to resolve any differences arising from this Amended and Restated Mitigation Agreement through mediation prior to the initiation of litigation. In the event of any disagreement over the meaning or application of this Amended and Restated Mitigation Agreement, the Parties shall first attempt to resolve the matter informally. Should that prove unsuccessful, any Party may ask for mediation. A neutral mediator from the State Mediation and Conciliation Service or the Judicial Arbitration and Mediation Service ("JAMS") shall be appointed to hear each side in an informal setting, and to render an advisory recommendation. Any costs shall be equally shared by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Mitigation Agreement on the day and year first written.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____

ATTEST:

By: _____

COMMUNITY FACILITIES DISTRICT NO. 98-1A
OF THE CAPISTRANO UNIFIED SCHOOL
DISTRICT (PACIFICA SAN JUAN)

By: _____

ATTEST:

By: _____

PACIFIC POINT DEVELOPMENT PARTNERS LLC,
A Delaware limited liability company

By: Taylor Morrison Pacific Point Holdings, LLC,
A Delaware limited liability company,
Its Managing Member

By: _____

Name: _____

Title: _____

EXHIBIT A

DESCRIPTION OF THE 98-1A PROPERTY AND THE 98-1B PROPERTY

County of Orange Assessor Parcel Nos.

1	675-081-17	32	675-085-25	64	675-411-08	96	675-411-40
2	675-081-18	33	675-085-26	65	675-411-09	97	675-411-41
3	675-081-19	34	675-085-27	66	675-411-10	98	675-411-42
4	675-081-20	35	675-085-28	67	675-411-11	99	675-411-43
5	675-081-21	36	675-085-29	68	675-411-12	100	675-411-44
6	675-081-22	37	675-085-30	69	675-411-13	101	675-411-45
7	675-081-23	38	675-085-31	70	675-411-14	102	675-411-46
8	675-085-01	39	675-085-32	71	675-411-15	103	675-411-47
9	675-085-02	40	675-085-33	72	675-411-16	104	675-411-48
10	675-085-03	41	675-085-34	73	675-411-17	105	675-411-49
11	675-085-04	42	675-085-35	74	675-411-18	106	675-411-50
12	675-085-05	43	675-085-36	75	675-411-19	107	675-411-51
13	675-085-06	44	675-085-37	76	675-411-20	108	675-411-52
14	675-085-07	45	675-085-38	77	675-411-21	109	675-411-53
15	675-085-08	46	675-085-39	78	675-411-22	110	675-411-54
16	675-085-09	47	675-085-40	79	675-411-23	111	675-411-55
17	675-085-10	48	675-085-41	80	675-411-24	112	675-411-56
18	675-085-11	49	675-085-42	81	675-411-25	113	675-411-57
19	675-085-12	50	675-085-43	82	675-411-26	114	675-411-58
20	675-085-13	51	675-085-44	83	675-411-27	115	675-411-59
21	675-085-14	52	675-085-45	84	675-411-28	116	675-411-60
22	675-085-15	53	675-085-46	85	675-411-29	117	675-411-61
23	675-085-16	54	675-085-47	86	675-411-30	118	675-411-62
24	675-085-17	55	675-085-48	87	675-411-31	119	675-411-63
25	675-085-18	56	675-351-17	88	675-411-32	120	675-411-64
26	675-085-19	57	675-411-01	89	675-411-33	121	675-411-65
27	675-085-20	58	675-411-02	90	675-411-34	122	675-411-66
28	675-085-21	59	675-411-03	91	675-411-35	123	675-411-67
29	675-085-22	60	675-411-04	92	675-411-36	124	675-411-68
30	675-085-23	61	675-411-05	93	675-411-37	125	675-411-69
31	675-085-24	62	675-411-06	94	675-411-38	126	675-411-70
		63	675-411-07	95	675-411-39	127	675-411-71


128	675-411-72	169	675-431-19	210	675-444-07	251	675-451-23
129	675-411-73	170	675-431-20	211	675-444-08	252	675-451-24
130	675-411-74	171	675-431-21	212	675-444-09	253	675-451-25
131	675-411-75	172	675-431-22	213	675-444-10	254	675-451-26
132	675-421-01	173	675-431-23	214	675-444-11	255	675-451-27
133	675-421-02	174	675-431-24	215	675-444-12	256	675-451-28
134	675-421-03	175	675-431-25	216	675-444-13	257	675-451-29
135	675-421-04	176	675-431-26	217	675-444-14	258	675-451-30
136	675-421-05	177	675-431-27	218	675-444-15	259	675-451-31
137	675-421-06	178	675-431-28	219	675-444-16	260	675-461-01
138	675-421-07	179	675-431-29	220	675-444-17	261	675-461-02
139	675-421-08	180	675-431-30	221	675-444-18	262	675-461-03
140	675-421-09	181	675-431-31	222	675-444-19	263	675-461-04
141	675-421-10	182	675-431-32	223	675-444-20	264	675-461-05
142	675-421-11	183	675-431-33	224	675-444-21	265	675-461-06
143	675-421-12	184	675-431-34	225	675-444-22	266	675-461-07
144	675-421-13	185	675-431-35	226	675-444-23	267	675-461-08
145	675-421-14	186	675-431-36	227	675-444-24	268	675-461-09
146	675-421-15	187	675-431-37	228	675-444-25	269	675-461-10
147	675-421-16	188	675-431-38	229	675-451-01	270	675-461-11
148	675-421-17	189	675-431-39	230	675-451-02	271	675-461-12
149	675-421-18	190	675-441-01	231	675-451-03	272	675-461-13
150	675-421-19	191	675-441-02	232	675-451-04	273	675-461-14
151	675-431-01	192	675-441-03	233	675-451-05	274	675-461-15
152	675-431-02	193	675-441-05	234	675-451-06	275	675-461-16
153	675-431-03	194	675-442-01	235	675-451-07	276	675-461-17
154	675-431-04	195	675-442-02	236	675-451-08	277	675-461-18
155	675-431-05	196	675-442-03	237	675-451-09	278	675-461-19
156	675-431-06	197	675-442-04	238	675-451-10	279	675-461-20
157	675-431-07	198	675-442-05	239	675-451-11	280	675-461-21
158	675-431-08	199	675-442-06	240	675-451-12	281	675-461-22
159	675-431-09	200	675-442-07	241	675-451-13	282	675-461-23
160	675-431-10	201	675-443-01	242	675-451-14	283	675-461-24
161	675-431-11	202	675-443-02	243	675-451-15	284	675-461-25
162	675-431-12	203	675-443-03	244	675-451-16	285	675-461-26
163	675-431-13	204	675-444-01	245	675-451-17	286	675-461-27
164	675-431-14	205	675-444-02	246	675-451-18	287	675-461-28
165	675-431-15	206	675-444-03	247	675-451-19	288	675-461-29
166	675-431-16	207	675-444-04	248	675-451-20	289	675-461-30
167	675-431-17	208	675-444-05	249	675-451-21	290	675-461-31
168	675-431-18	209	675-444-06	250	675-451-22	291	675-461-32

292	675-461-33
293	675-461-34
294	675-461-35
295	675-461-36
296	675-461-37
297	675-461-38
298	675-461-39
299	675-461-40
300	675-461-41
301	675-461-42
302	675-461-43
303	675-461-44
304	675-461-45
305	675-461-46
306	675-461-47
307	675-461-48
308	675-461-49
309	675-461-50
310	675-461-51
311	675-461-52
312	675-471-01
313	675-471-02
314	675-471-03
315	675-471-04
316	675-471-05
317	675-471-06
318	675-471-07
319	675-471-08
320	675-471-09
321	675-471-10
322	675-471-11
323	675-471-12
324	675-471-13
325	675-471-14
326	675-471-15
327	675-471-16
328	675-471-17
329	675-471-18
330	675-471-19
331	675-471-20
332	675-471-21

333	675-471-22
334	675-471-23
335	675-471-24
336	675-471-25
337	675-471-26
338	675-471-27
339	675-471-28
340	675-471-29
341	675-471-30
342	675-471-31
343	675-471-32
344	675-471-33
345	675-471-34
346	675-471-35
347	675-471-36
348	675-471-37
349	675-471-38
350	675-471-39
351	675-471-40
352	675-471-41

MAP OF THE 98-1A PROPERTY AND THE 98-1B PROPERTY

AMENDED BOUNDARIES OF
COMMUNITY FACILITIES DISTRICT NO. 98-1
(Pacifica San Juan)
OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
ORANGE COUNTY
STATE OF CALIFORNIA

- Torn Daly, County Recorder of Orange County
by 
Deputy

Shirley F. Beneske
Clerk of the Board of Trustees

666-301-01
675-081-04
675-081-10
675-081-14
675-361-01
675-361-08
675-361-09




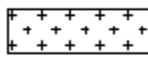
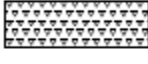
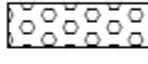
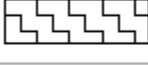

Amended Boundaries of
Community Facilities
District No. 98-1

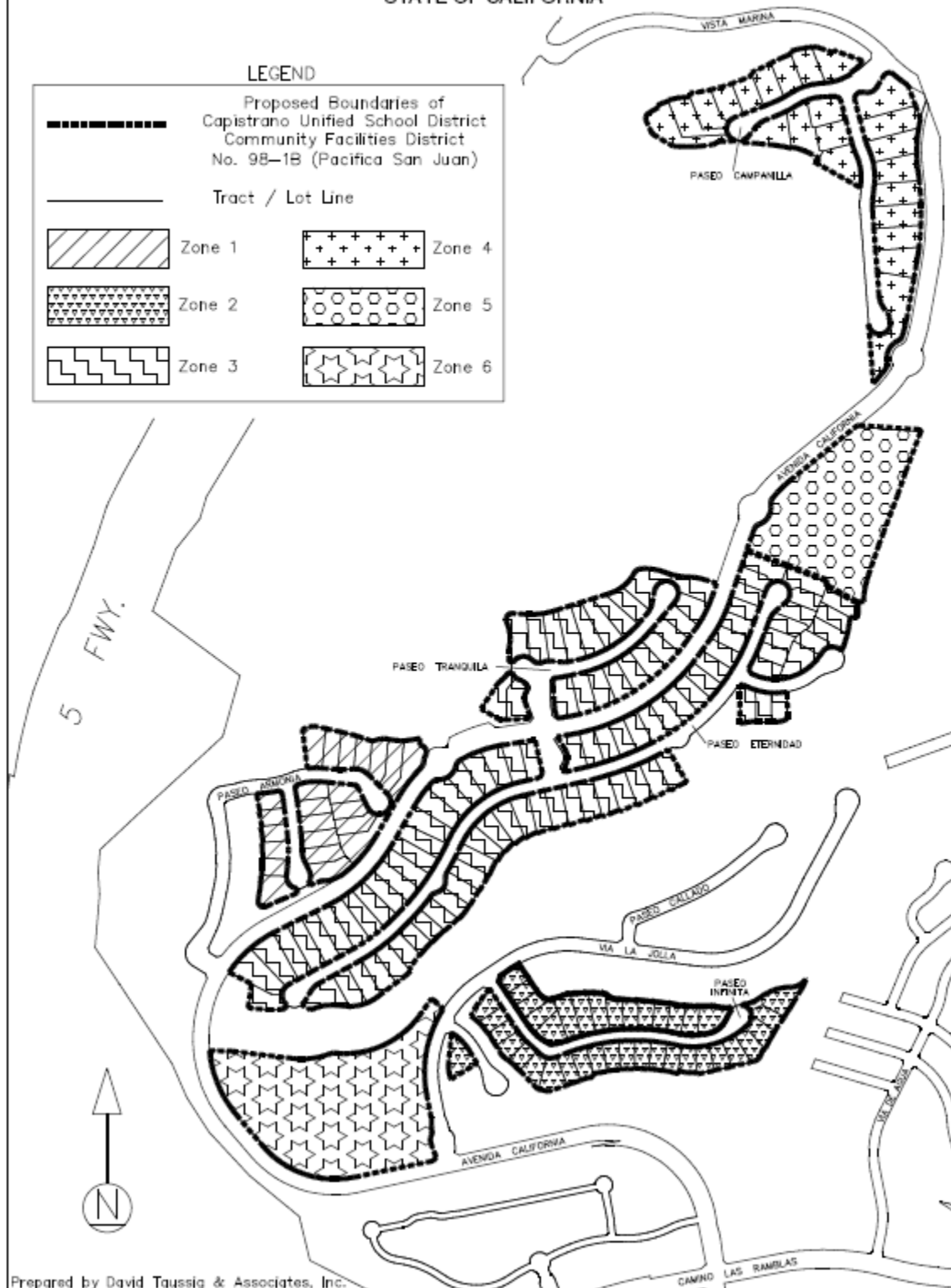
Roadways

PREPARED BY
SIG & ASSOCIATES, INC.

PROPOSED BOUNDARIES OF
 CAPISTRANO UNIFIED SCHOOL DISTRICT
 COMMUNITY FACILITIES DISTRICT NO. 98-1B
 (PACIFICA SAN JUAN)
 COUNTY OF ORANGE
 STATE OF CALIFORNIA

LEGEND

	Proposed Boundaries of Capistrano Unified School District Community Facilities District No. 98-1B (Pacifica San Juan)	
	Tract / Lot Line	
	Zone 1	 Zone 4
	Zone 2	 Zone 5
	Zone 3	 Zone 6



Prepared by David Taussig & Associates, Inc.

EXHIBIT C

DESCRIPTION OF AUTHORIZED FACILITIES

SCHOOL FACILITIES:

Facilities owned and operated by the Capistrano Unified School District: elementary, middle, and/or high school facilities, school sites, central support and administrative facilities, transportation and special education facilities, including any incidental school administrative and transportation center improvements, and district vehicles.

[REST OF PAGE INTENTIONALLY LEFT BLANK; EXHIBIT C CONTINUES ON THE
NEXT PAGE]

EXHIBIT C
DESCRIPTION OF AUTHORIZED FACILITIES
(Continued)

CITY FACILITIES:

<u>Description</u> (1)	<u>Amount</u> (1)
City Impact Fees - Previously Paid Deposits	
Park Improvements	\$2,239,146
Affordable Housing Improvements	\$1,800,000
Water Capacity Improvements	\$998,550
Water Capital Improvement Fee	\$778,464
Water Storage Fee	\$943,497
Non-Domestic Water Improvements	\$700,000
La Novia Fair Share	\$364,050
Fair Share of Southbound Ortega Hwy. Off-ramp	\$76,979
Fair Share of Northbound Ortega Hwy. Off-ramp	\$2,604
La Novia Widening	\$225,000
Subtotal - Previously Paid Deposits	<u>\$8,128,290</u>
City Impact Fees - Future Deposits	
Systems Development Improvements (211)	\$15,900
Systems Development Improvements (364)	\$760,653
Agricultural Preservation Improvements	\$159,000
Sewer Connection Improvements	\$1,412,457
Citywide Development Fee	\$850,000
Signalization - San Juan Creek @ Valle Road (Fair Share)	\$106,400
Subtotal - Future Deposits	<u>\$3,304,410</u>
Acquisition Facilities (1) (3)	
A Street - Storm Drain	\$1,751,385
A Street - Sewer	\$562,027
A Street - Water	\$1,781,691
A Street - Street Improvements	\$1,961,019
A Street - Landscape	\$923,526
A Street - Monument	\$18,500
Subtotal - A Street Facilities	<u>\$6,998,148</u>
La Novia Ave Improvements	\$1,682,000
Valle Road North Improvements	\$692,000
Camino Capistrano @ San Juan Creek Road Improvements	\$197,000
Subtotal - Acquisition Facilities	<u>\$2,571,000</u>
Total City Authorized Fees and Facilities ⁽²⁾	<u>\$21,001,848</u>

Notes:

⁽¹⁾ The facilities descriptions and associated costs are estimates. Detailed scope and limits of specific facilities will be determined as appropriate, consistent with the standards of the City. The Authorized Fees and Facilities listed above may be modified in a written supplement executed by Developer and City Engineer.

⁽²⁾ The City Facilities financed by the CFDs will not exceed \$13,800,000.

⁽³⁾ The term "A Street Facilities" refers to facilities consisting of streets now known as Avenida California and Vista Marina, curb and gutter, lighting, signalization, landscaping and monumentation on such streets, and the underlying sewer, water, and storm drain improvements.

EXHIBIT D

FORM OF AMENDMENT TO 98-1A NOTICE OF SPECIAL TAX LIEN

RECORDING REQUESTED BY:

_____, Clerk

Capistrano Unified School District

WHEN RECORDED, PLEASE RETURN TO:

_____, Clerk

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, CA 92675

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AMENDMENT NO. 2 TO
NOTICE OF SPECIAL TAX LIEN**
And Partial Cessation Of Special Tax

COMMUNITY FACILITIES DISTRICT NO. 98-1A
(PACIFICA SAN JUAN)
OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT
COUNTY OF ORANGE, STATE OF CALIFORNIA

This Amendment No. 2 to Notice of Special Tax Lien and Partial Cessation of Special Tax (the "Second Amended Notice") amends Amendment No. 1 to Notice of Special Tax Lien previously recorded on June 25, 2004 in the office of the Orange County Clerk-Recorder as document number 2004000580583 (the "First Amended Notice") for Community Facilities District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan), County of Orange, State of California (the "Community Facilities District"). The First Amended Notice amended the Notice of Special Tax Lien for the Community Facilities District recorded in the Office of the Orange County Clerk-Recorder on September 14, 1999 as Document No. 19990660408 (the "Original Notice").

This Second Amended Notice is made because the Board of Trustees (the "Board") of the Capistrano Unified School District (the "CUSD") as ordered by its Resolution No. _____, adopted on _____, 2016 (the "Resolution"), to which reference is made for further particulars, among other things, irrevocably surrendered and relinquished a portion of its authority to levy special taxes under the Amended and Restated Rate and Method of Apportionment of Special Tax (the "Amended and Restated RMA") attached as Appendix A to the First Amended Notice. The Board exercised its powers under Sections 53330.5 and Section 53340 of the Mello-Roos Community Facilities Act of 1982

and permanently reduced the special tax rates in the Amended and Restated RMA to the amounts set forth in Appendix A to this Second Amended Notice (the "Reduced Rates"). The Reduced Rates shall be effective commencing in Fiscal Year 2016-17 and each year thereafter. The Reduced Rates shall escalate on July 1 of each year, commencing on July 1, 2017, and on July 1 of each year thereafter, by 2% of the special tax rate then in effect, as set forth in the Amended and Restated RMA. In levying the Special Tax in each Fiscal Year, the Community Facilities District may not levy the Special Tax in amounts greater than the Reduced Rates, as escalated from year to year. The Board directed the recordation of this Second Amended Notice in the Resolution upon satisfaction of certain conditions, which have now been satisfied.

In addition, pursuant to the discretion provided the Board by the Amended and Restated RMA, the Resolution ordered the reduction of the amount of the CFD Public Facilities defined in Section H of the Amended and Restated RMA to \$16,900,000 in 2016 dollars (the "New CFD Public Facilities Amount"). Any prepayments under the Amended and Restated RMA will calculate the prepayment amount based on, among other things, the New CFD Public Facilities Amount.

The effect of the Second Amended RMA is a contraction in the Board's authority to levy the Special Tax pursuant to the Amended and Restated RMA on all taxable property in the Community Facilities District.

This Second Amended Notice does not alter the list of authorized facilities to be financed by special taxes levied in the Community Facilities District (at the Reduced Rates) or bonds secured by the special taxes levied in the Community Facilities District (at the Reduced Rates), which are (1) facilities of the Capistrano Unified School District, including the construction, reconstruction, and/or modernization of various school district facilities, central support and administrative facilities, transportation and special education facilities (including any incidental school administrative and transportation center improvements), district vehicles, and the acquisition of school sites, and (2) authorized fees and improvements owned by the City of San Juan Capistrano, including governmental facilities, water, storm and sewer improvements, park and landscape improvements, road and traffic improvements, street lighting, flood control, police and fire facilities, and open space improvements.

Except as specifically amended by this Second Amended Notice, the provisions of the First Amended Notice remain in full force and effect, including the lien of the Amended and Restated RMA but at the Reduced Rates.

The special tax is authorized to be levied within the Community Facilities District, which is officially formed, and the lien of the special tax is a continuing lien which secures each annual levy of the special tax pursuant to the Amended and Restated RMA at the Reduced Rates and which shall continue in force and effect until the special tax obligation is paid or prepaid and permanently satisfied and cancelled in accordance with law or until collection of the special tax ceases and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The name of the owners and the Assessor's Parcel Numbers of the real property included within the Community Facilities District, and not exempt from the special tax, as of the date of recording this Second Amended Notice, are as set forth in Appendix B.

Reference is hereby made to the Amended Boundaries of Community Facilities District No. 98-1 (Pacifica San Juan) of the Capistrano Unified School District, recorded on April 24, 2004 in Book 88 of Maps of Assessment and Community Facilities Districts at page 37 and as instrument No. 2004-

362861 in the office of the County Recorder of the County of Orange, State of California, which map is now the final boundary map of the Community Facilities District.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to the lien of the special tax pursuant to the Amended and Restated RMA at the Reduced Rates, interested persons should contact the _____, Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, CA 92675 (telephone 949/____-____).

Dated: _____, 2016.

Clerk of the Capistrano Unified School District

APPENDIX A
REDUCED RATES

CAPISTRANO UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 98-1A
(PACIFICA SAN JUAN)

TABLE 1
Assigned Special Taxes for Developed Property
For Fiscal Year 2016-2017
Community Facilities District No. 98-1A

Land Use Class	Description	Designation	Assigned Special Tax
1	Residential Property	≥ 4,300 sq. ft.	\$4,216 per unit
2	Residential Property	3,750 to 4,299 sq. ft.	\$3,986 per unit
3	Residential Property	3,250 to 3,749 sq. ft.	\$3,789 per unit
4	Residential Property	2,750 to 3,249 sq. ft.	\$3,387 per unit
5	Residential Property	2,300 to 2,749 sq. ft.	\$2,386 per unit
6	Residential Property	1,850 to 2,299 sq. ft.	\$2,162 per unit
7	Residential Property	<1,850 sq. ft.	\$1,968 per unit
8	Non-Residential Property	Not Applicable	\$0.1906 per square foot of Non-Residential Floor Area

Increase in the Assigned Special Tax

On each July 1, commencing on July 1, 2017, the Assigned Special shall be increased by an amount equal to two percent (2%) of the Assigned Special Tax for the previous Fiscal Year.

Backup Special Tax

The Backup Special Tax in CFD No. 98-1A shall equal \$19,089 per Acre for Fiscal Year 2016-2017, and shall increase thereafter, commencing on July 1, 2017 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Backup Special Tax for the previous Fiscal Year.

Maximum Special Tax

The Maximum Special Tax for Undeveloped Property, Taxable Property Owner Association Property, Taxable Public Property and Taxable Religious Property in CFD No. 98-1A shall be \$19,089 per Acre for Fiscal Year 2016-2017, and shall increase thereafter, commencing on July 1, 2017 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Maximum Special Tax for the previous Fiscal Year.

APPENDIX B
LIST OF OWNERS AND ASSESSOR'S PARCEL NUMBERS

CAPISTRANO UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 98-1A
(PACIFICA SAN JUAN)

(Insert)

CAPISTRANO UNIFIED SCHOOL DISTRICT

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“**Agreement**”) is effective as of the 1st day of March, 2016 (the “**Effective Date**”) by and between Capistrano Unified School District (“**CUSD**”) and Pacific Point Development Partners LLC, a Delaware limited liability company (“**Developer**”). CUSD and Developer may be individually referred to herein as a “**Party**” or collectively as “**Parties.**”

RECITALS

1. In 1999, CUSD formed Community Facilities District No. 98-1 of the Capistrano Unified School District which in 2004 was amended pursuant to the Mello-Roos Community Facilities Act of 1982, and renamed Community Facilities District No. 98-1A of the Capistrano Unified School District (“**CFD No. 98-1A**”).
2. On June 14, 2004, CUSD and SJD Partners, LTD., a California Limited Partnership (“**SJD**”) entered into the Impact Mitigation Agreement Related to Community Facilities District No. 98-1A as recorded in the Official Records of Orange County (the “**Official Records**”) on December 1, 2015 as Instrument Number 2005000962743 (the “**Original Mitigation Agreement**”) which provided for the mitigation of the impacts of the development of 416 single-family detached residential units within the boundaries of CFD No. 98-1A.
3. On May 19, 2015, Developer became the successor in interest of the Original Mitigation Agreement, as further described in that certain Amended and Restated Impact Mitigation Agreement Related to Community Facilities District No. 98-1A and Community Facilities District No. 98-1B entered into by and among CUSD, Developer and CFD No. 98-1A dated as of March 1, 2016 (the “**Amended Mitigation Agreement**”).
4. Pursuant to the terms of the Original Mitigation Agreement and the Amended Mitigation Agreement, and as agreed to therein between CUSD and Developer, CUSD and Developer are entering into this Agreement for the purchase by CUSD from Developer of approximately 7.3 acres located in the City of San Juan Capistrano (the “**City**”), County of Orange, California (Assessor’s Parcel No. 675-081-17), more particularly described and depicted in Exhibit “A” (the “**Property**”) attached hereto and incorporated here by this reference, as a portion of the Pacifica San Juan development (the “**Project**”) within the Forster Canyon Planned Community Comprehensive Development Plan (“**CDP-81-01**”) which is currently owned by Developer (expressly excluding the Property, the “**Developer’s Retained Property**”).
5. Pursuant to this Agreement, Developer agrees to sell the Property to CUSD, and CUSD agrees to purchase the Property from Developer, in accordance with the terms and conditions herein.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, CUSD and Developer agree as follows:

1 PROPERTY TO BE PURCHASED

- 1.1** Developer is the owner, in fee, of the Property. Developer agrees to sell and grant to CUSD fee title to the Property and convey by a grant deed (the “**Grant Deed**”) substantially in the form set forth in Exhibit “C” attached hereto and incorporated herein by this reference.
- 1.2** The total purchase price for the Property shall be **Six Million Dollars (\$6,000,000)** (“**Purchase Price**”), paid and allocated as follows:
- 1.2.1** CUSD shall deposit into the Escrow opened pursuant to Section 2.2 below the amount of **Two Hundred Thousand Dollars (\$200,000)** earnest money in cash or in the form of a letter of credit in favor of Developer (provided that the identity of the lender and the form of such letter of credit shall be subject to Developer’s reasonable approval) within fifteen (15) days of the Effective Date. This earnest money is to be invested by the Escrow Holder (as defined in Section 2.2 below) as directed by CUSD, and the earnest money, together with all interest earned thereon, is referred to in this Agreement as the “**Deposit**.” Upon delivery thereof to the Escrow, the Deposit shall be immediately non-refundable to CUSD except in the event CUSD terminates this Agreement pursuant to Sections 3.1.2, 4.2, 4.6.7, 4.11, 5.1 (but subject to the terms thereof) or 9.1 below. If the sale of the Property as contemplated by this Agreement is consummated, the Deposit shall be credited against the Purchase Price. If Developer breaches this Agreement, the Deposit will be returned to CUSD within five (5) business days. If the sale is not consummated because of CUSD’s default hereunder, the Deposit shall be paid to and retained by Developer as liquidated damages and as Developer’s sole remedy.

IN CONFORMANCE WITH *CIVIL CODE* SECTION 1677, THE PARTIES HAVE AGREED THAT DEVELOPER’S ACTUAL DAMAGES, IN THE EVENT OF A FAILURE TO CONSUMMATE THIS SALE BECAUSE OF A CUSD DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES THAT DEVELOPER WOULD INCUR IN SUCH EVENT. PAYMENT OF THAT AMOUNT TO DEVELOPER AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF *CIVIL CODE* SECTIONS 3275 OR 3369, BUT INSTEAD, IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO DEVELOPER PURSUANT TO SECTIONS 1671, 1676, AND 1677 OF THE *CIVIL CODE*; PROVIDED, HOWEVER,

NOTHING IN THIS SECTION 1.2.1 SHALL BE DEEMED TO LIMIT CUSD'S INDEMNIFICATION OR ATTORNEYS' FEES OBLIGATIONS TO THE EXTENT PROVIDED HEREIN. BY PLACING ITS INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY LEGAL COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

INITIALS: Developer _____ CUSD _____

1.2.2 The remaining portion of the Purchase Price, that is, the sum of **Six Million Dollars** minus the amount of the Deposit, shall be due and payable at the Close of Escrow (defined in Section 2.3 below), subject to the conditions set forth in this Agreement.

2 **DEFINED TERMS**

2.1 Title Policy. The term “**Title Policy**” shall mean, at CUSD’s option, either the American Land Title Association (“**ALTA**”) owner’s extended coverage policy of title insurance or the California Land Title Association (“**CLTA**”) policy of title insurance to be issued by the First American Title Company (“**Title Company**”) upon the Close of Escrow (defined in Section 2.3 below) pursuant to the terms of this Agreement; provided, however, CUSD acknowledges and agrees that CUSD shall be solely responsible for providing an ALTA survey to the Title Company for purposes of obtaining ALTA coverage, CUSD shall pay any additional cost for such ALTA coverage and notwithstanding anything to the contrary provided herein, the issuance of such ALTA coverage shall not be a condition to the Close of Escrow.

2.2 Opening of Escrow. Promptly upon full execution of this Agreement, the Parties shall open an escrow (the “**Escrow**”) with First American Title Company, 18500 Von Karman Avenue, Suite 600, Irvine, California 92612 (“**Escrow Company**”) Attention: Jeanne Gould (the “**Escrow Holder**”), and shall deposit with the Escrow Holder a duly and fully executed copy of this Agreement which shall constitute the initial escrow instructions and the “**Opening of Escrow**”.

2.3 Close of Escrow; Closing Date. The term “**Close of Escrow**” or “**Closing**” shall mean the consummation of the purchase of the Property by CUSD and Developer and the recordation of the Grant Deed for the Property, in accordance with the terms and provisions of this Agreement. Subject to being changed upon the mutual written agreement of the Parties, the Close of Escrow shall occur on the date (the “**Closing Date**”) which is the earlier of (i) nine (9) months following the later to occur of (A) the “**Site Purchase Trigger Date**” as defined and described in the Amended Mitigation Agreement (the “**Site Purchase Trigger Date**”), or (B) the “**Vesting Date**” (as defined below), or (ii) June 30, 2019 (the “**Outside Closing Date**”); provided, however, (a) CUSD shall have the right to unilaterally accelerate the Closing Date to any business day prior to the then-existing Closing Date upon delivery of written notice thereof to

Developer and Escrow Holder at least ten (10) business days prior to such accelerated Closing Date, and (b) to the extent the Site Purchase Trigger Date or the Vesting Date has not yet occurred, Developer shall have the right to unilaterally extend the Outside Closing Date from time to time up to an additional twenty-four (24) months (i.e. as late as June 30, 2021) upon delivery of written notice thereof to CUSD and Escrow Holder prior to the then-existing Outside Closing Date setting forth such newly extended Outside Closing Date.

- 2.4 Hazardous Materials.** The term “**Hazardous Materials**” means all substances, materials, and wastes that are regulated or classified as "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "pollutants," "contaminants" or other similar terms under any federal, state, or local laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements, including, without limitation, any petroleum or refined petroleum product, asbestos, polychlorinated biphenyl, any flammable explosive, or any radioactive material or any substance, product, waste, or other material of any nature whatsoever which may give rise to liability under any common law theory based on negligence, trespass, intentional tort, nuisance, or strict liability or under any reported decisions of a state or federal court.
- 2.5 Environmental Laws.** The term “**Environmental Laws**” means all federal, state, or local laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority, regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials.

3 TITLE

3.1 Title Review and Approval.

- 3.1.1** Developer has delivered to CUSD that certain preliminary title report with respect to the Property issued by First American Title Insurance Company (the “**Title Company**”) as Order Number NHSC-5118505 and dated as of February 22, 2016 and attached hereto as Exhibit “E” (the “**Title Report**”). CUSD hereby approves of all matters and exceptions set forth in the Title Report, except for Exceptions 18, 19 and 20 of Schedule B of the Title Report (collectively, the “**Pre-Disapproved Exceptions**”).
- 3.1.2** In the event the Title Company issues a supplemental preliminary title report (each, a “**Supplemental Title Report**”) which contains any modifications to, or additional exceptions in, Schedule B thereof as compared to the Title Report, which would have a materially adverse impact on CUSD’s ability to develop, market and/or sell the Property as contemplated herein (each, a “**New Material Exception**”), CUSD shall have five (5) business days following its receipt of such Supplemental Title Report to send written notice (“**CUSD’s Title Notice**”) of its disapproval of any New Material Exceptions provided therein. The failure of CUSD to deliver CUSD’s Title Notice to Developer on or before the expiration of such five (5) business day period shall be deemed to constitute CUSD’s approval of all matters set forth in such Supplemental Title Report. If CUSD disapproves a

New Material Exception (each, a “**Disapproved Exception**”), then Developer may, but shall have no obligation to, within five (5) business days following receipt of CUSD’s Title Notice (the “**Developer Notice Deadline**”), elect to eliminate such Disapproved Exception(s) prior to the Close of Escrow by giving CUSD written notice (“**Developer’s Title Notice**”) of Developer’s election; provided, however, that in the event Developer fails to deliver a Developer’s Title Notice on or prior to the Developer Notice Deadline, Developer shall be deemed to have elected not to remove any Disapproved Exceptions. In addition, if Developer does not elect (or is deemed not to have elected) to eliminate such Disapproved Exceptions, if CUSD disapproves of Developer’s Title Notice in whole or in part, or if Developer fails to timely deliver Developer’s Title Notice by the Developer Notice Deadline, CUSD shall have the right, upon delivery to Developer and Escrow Holder of a written notice of such election (a “**CUSD Election Notice**”) on or before three (3) business days following the Developer’s Notice Deadline, to either (1) waive its prior disapproval, in which event said Disapproved Exceptions shall be deemed unconditionally approved by CUSD, or (2) terminate this Agreement and the Escrow created pursuant hereto, in which event the Deposit shall be returned to CUSD, this Agreement shall terminate, and except for those provisions that expressly survive the termination of this Agreement, neither Party shall have any further obligations or liabilities hereunder. In the event CUSD does not timely deliver its CUSD Election Notice within such three (3) business day period, CUSD shall be deemed to have waived its prior disapproval under subsection (1) above and such Disapproved Exceptions shall be deemed unconditionally approved by CUSD.

3.1.3 Notwithstanding anything to the contrary provided herein, CUSD shall not be required to object to any exception granted, contracted for, or caused by Developer regarding deeds of trust, mortgages, mechanics’ liens, judgments, or other monetary liens encumbering the Property or evidencing indebtedness of, by or through Developer or any delinquent real estate taxes or assessments (i.e. excluding the current installment of non-delinquent real property taxes and assessments) (collectively, “**Monetary Liens**”), and the removal of all Monetary Liens from the Title Policy at or prior to the Close of Escrow shall be a condition to closing in favor of CUSD.

3.2 Conveyance of Property. On the Close of Escrow, Developer shall convey to CUSD title to the Property in fee simple by recordation of the Grant Deed for the Property. It shall be a condition to CUSD’s obligation to close that Developer clear title of all Monetary Liens and all Disapproved Exceptions which Developer has agreed in writing to remove pursuant to Section 3.1.2 above. Possession of the Property shall pass to CUSD at the time of the recordation of the Grant Deed.

3.3 Issuance of Title Insurance. Evidence of title to the Property shall be the issuance at the Close of Escrow by the Title Company of the Title Policy insuring fee simple title to the Property subject only to the Permitted Exceptions, and containing such endorsements as CUSD shall reasonably require; provided, however, CUSD acknowledges and agrees that the issuance of such endorsements shall in no event be deemed a condition to the Close of

Escrow in favor of CUSD. CUSD shall not be obligated to provide any indemnification of the Title Company to induce it to issue the Title Policy to CUSD, or to remove, insure over or affirmatively cover any otherwise unpermitted exception to title, except with the prior consent of CUSD after full disclosure to CUSD of the nature and substance of such exception and indemnity. Developer will provide the Title Company with a customary and reasonable owner's affidavit in a form reasonably satisfactory to Developer permitting the Title Company to provide extended coverage to CUSD on the Property. As used herein, the term "**Permitted Exceptions**" shall mean, collectively, (i) the Title Company's standard printed exceptions and exclusions in the Title Policy; (ii) matters affecting title created by or with the consent of CUSD; (iii) liens to secure taxes and assessments not yet delinquent as of the Closing Date, (iv) the title exceptions shown in the Title Report and any supplemental Title Report, including, without limitation Exception 3 of Schedule B of the Title Report which references the lien of special tax assessed pursuant to CFD No. 98-1A, other than the Pre-Disapproved Exceptions, Monetary Liens, and those title exceptions which CUSD has disapproved under this Section 3 and Developer has agreed to eliminate or ameliorate; (v) all of the documents and instruments to be recorded in accordance with the terms of this Agreement; and (vi) all matters that would be disclosed by an inspection and/or survey of the Property.

4 CONDITIONS TO CLOSE; REPRESENTATIONS AND WARRANTIES, ETC.

4.1 Conditions to CUSD's Obligation to Purchase Property. CUSD's obligation to purchase the Property under this Agreement is subject to the fulfillment, and CUSD's approval on or prior to the Closing Date, of each of the following conditions set forth in this Section 4.1, each of which is for the benefit of CUSD and any or all of which may be waived by CUSD in writing at its option:

4.1.1 Delivery of Title. Title Company shall be unconditionally committed to issue to CUSD the Title Policy as provided herein.

4.1.2 Required Deliveries. Developer shall have delivered to Escrow Holder the funds and documents required from Developer with respect the Close of Escrow pursuant to Section 7.2 below.

4.1.3 Satisfaction of Developer's Obligations with Respect to Conveyance of Property. Developer shall have timely performed all obligations required by the terms of this Agreement to be performed by Developer and all conditions to CUSD's obligations set forth in this Section 4.1 shall have been satisfied or waived in all material respects.

4.1.4 Representations and Warranties. All representations and warranties made by Developer to CUSD in this Agreement shall be true and correct in all material respects as of the Closing Date.

4.1.5 Condition of Property. (a) Developer shall have performed all of its obligations with respect to the "Phase 2" action items described in Section 1 of that certain Operating Memorandum for Amended and Restated Development Agreement for

Pacifica San Juan Project recorded in Official Records on July 17, 2014 as Instrument No. 2014000284207, a copy of which is attached hereto as Exhibit "D" (the "**Operating Memorandum**"), including, without limitation, the removal of all surcharge material as provided in the Operating Memorandum, and (b) the Property shall have been graded to a superpad condition in substantial conformance with that certain Rough Grading, Erosion Control & Retaining Wall Plan for Tent. Tr. No. 14196 (includes Final Map Tract No.'s 15687, 16749 & 14196) and a Portion of Tent. Tr. No. 15609 (includes Final Map Tract No. 16748) approved on or about December 21, 2005 by the City (Permit # B05-392), and as will be further modified by the requirements of the Operating Memorandum and the City (collectively, the "**Grading Plans**"). CUSD hereby acknowledges and agrees that the foregoing condition shall be deemed satisfied upon CUSD's receipt of written confirmation and certification from Developer's civil engineer certifying that the foregoing work has been completed in accordance with the Grading Plans.

4.1.6 CC&R's and Homeowners' Associations. The Property shall not be subject to nor bound by the terms of the Community Declaration of Covenants, Conditions, and Restrictions for Pacifica San Juan Community Association recorded in Official Records of Orange County, California on December 11, 2006 as Instrument No. 2006000826817, as the same has been and may hereafter be amended, and the Property shall not be part of any homeowners' association.

4.1.7 Site Purchase Trigger Date. The Site Purchase Trigger Date shall have occurred.

4.2 Conditions to Benefit CUSD with Respect to Purchase of Property. The conditions contained in Section 4.1 above are intended solely for the benefit of CUSD with respect to the Property. If the conditions described in Section 4.1 above are not satisfied or otherwise waived in writing by CUSD, CUSD shall have the right, at its sole election, either to proceed with the purchase and the Close of Escrow in accordance with the terms of this Agreement or, in the alternative, to terminate this Agreement. In the event that CUSD elects to terminate this Agreement for the reasons provided herein, the Deposit shall be returned to CUSD, each Party shall bear its own costs, cancellation fees and costs owed to Title Company and Escrow Holder shall be paid in accordance with Section 7.8 below, and neither Party shall have any further rights or obligations under this Agreement, other than those which expressly survive termination of this Agreement.

4.3 Conditions to Developer's Obligation to Sell Property. Developer's obligation to sell the Property under this Agreement is subject to the fulfillment of the conditions set forth in this Section 4.3, each of which is for the benefit of Developer and any or all of which may be waived by Developer in writing at its option:

4.3.1 Required Deliveries. CUSD shall have delivered to Escrow Holder the funds and documents required from CUSD with respect to the Close of Escrow pursuant to Section 7.2 below.

4.3.2 Satisfaction of CUSD's Obligations. CUSD shall have complied with and timely performed all obligations required by the terms of this Agreement to be performed by CUSD in all material respects.

4.3.3 Representations and Warranties. All representations and warranties made by CUSD to Developer in this Agreement shall be true and correct in all material respects as of the Closing Date.

4.4 Conditions to Benefit Developer with Respect to Conveyance of Property. The conditions contained in Section 4.3 above are intended solely for the benefit of Developer with respect to the Property. If the conditions described in Section 4.3 above are not satisfied or otherwise waived in writing by Developer, Developer shall have the right, at its sole election, either to proceed with the Close of Escrow in accordance with the terms of this Agreement or, in the alternative, to terminate this Agreement. In the event that Developer elects to terminate this Agreement for the reasons provided herein, the Deposit shall be released to Developer, each Party shall bear its own costs, cancellation fees and costs owed to Title Company and Escrow Holder shall be paid in accordance with Section 7.8 below, and neither Party shall have any further rights or obligations under this Agreement, other than those which expressly survive termination of this Agreement.

4.5 Limited Developer Warranties

4.5.1 Limited Warranties. CUSD hereby affirms and acknowledges that neither Developer nor any of its officers, present and former agents, representatives, affiliates, subsidiaries, parent companies, direct or indirect partners, members, managers, directors, employees, advisors, insurers, insureds, predecessors, successors and assigns, or attorneys (collectively, the "**Developer Exculpated Parties**") have made nor has CUSD relied upon any representation, warranty, or promise whether oral or written, express or implied, by operation of law or otherwise, with respect to the Property or any other subject matter of this Agreement, except as otherwise expressly set forth in this Agreement. Without limitation, CUSD acknowledges that, except as specifically set forth to the contrary in this Agreement, no warranties, representations, or promises, expressed or implied, of any kind whatsoever have been made by any of Developer Exculpated Parties, or will be relied upon. CUSD hereby acknowledges that it is familiar with the Property and has, and will have as of the Closing, made such independent investigations as CUSD deems necessary or appropriate concerning: the use, sale, development or suitability for development of the Property, including but not limited to, any desired investigations or analyses of present or future laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the Property or any existing or proposed development or condition thereof (collectively "**Regulations**"), including but not limited to zoning, subdivision, site development review, environmental or other such Regulations; the necessity or availability of any general or specific plan amendments, rezoning, zone variances, conditional use permits, development permits, building permits, environmental impact reports, parcel or subdivision maps, public reports by the California

Bureau of Real Estate under the Subdivided Lands Act, or any other governmental permits, approvals or acts (collectively, “**Permits**”); the necessity or existence of any dedications, fees, charges, costs or assessments that may be imposed in connection with any Regulations or the obtaining of any required Permits, including, without limitation, with respect to any below market rate housing requirements; the effect of and limitations imposed by any City, County or governmental resolution; the economic value of the Property or the ground water; the size, dimensions, location or topography of the Property; the availability or adequacy of access to the Property, or of water, sewage or any other utilities serving the Property; the adequacy of infrastructure, subdrain or other improvements on, near or concerning the Property; any surface, soil, subsoil, geologic or ground water conditions or other physical conditions of or affecting the Property, such as climate, drainage, air, water or minerals and the existence of contaminants or Hazardous Materials on or in the Property or in the ground water; compliance with any environmental, health, safety or land use laws, rules, regulations, orders, codes or requirements, including, but not limited to, the Environmental Laws; the presence or absence of Hazardous Materials at, on, or under the Property or any property near or adjacent to the Property; the presence or absence of any underground storage tanks on the Property or on property adjacent to or near the Property. CUSD expressly agrees that, except for the representations, warranties, covenants and agreements of Developer set forth in this Agreement, it is solely responsible for determining the existence of any such materials, and, if CUSD purchases the Property, for dealing with the existence of any such materials, and all consequences arising in connection therewith. Except for claims with respect to the representations, warranties, and promises expressly set forth in this Agreement, CUSD on behalf of itself and its employees, members, affiliates, successors and assigns (collectively, the “**CUSD Representatives**”) hereby releases Developer and the Developer Exculpated Parties from all costs, fees, loss, liability, damage, expenses, demand, fines, penalty, claims, actions or causes of action of any kind or nature (including attorneys’ fees and expenses) (collectively, “**Damages**”) with respect to the suitability of use of the Property for school purposes, general plan designation, zoning, value, use, tax status, or physical condition of the Property, or any part thereof, or matters affecting or concerning the Property, including, without limitation, the flood elevations, and other conditions at the Property, or with respect to the accuracy of any title report or commitment, soils report or any other plans or reports relating to the Property or its use or development, or neighborhood or area uses or factors affecting or concerning use or development of the Property, or other matters otherwise in any way relating to the Property or the transactions contemplated hereby. CUSD is acquiring the Property based solely on its own independent investigation and inspection of the Property and its suitability for its purposes, and in no way in reliance on any information provided by Developer or any of the other Developer Exculpated Parties other than the information, representations, warranties, and promises expressly contained herein. No patent or latent condition affecting the Property in any way, such as but not limited to the matters listed above in this Section 4.5.1, whether or not known or

discoverable or hereafter discovered, shall affect Developer's obligations contained in this Agreement, nor shall give rise to any right of damages, rescission or otherwise against Developer, except as expressly provided herein.

4.6 Developer Representations and Warranties. Developer warrants and represents to CUSD that as of the Effective Date and as of the Closing, the following:

4.6.1 No Pending Litigation. To Developer's actual knowledge, and except as otherwise disclosed in the "Due Diligence Documents" (as defined below), there is no litigation, administrative proceeding, or other legal or governmental action pending or threatened pertaining to the Property, nor is there any litigation, administrative proceeding, or other legal or governmental action pending or threatened against Developer questioning Developer's right, power, or authority to enter into and perform its obligations under this Agreement.

4.6.2 Hazardous Materials. To Developer's actual knowledge, and except as disclosed by Developer to CUSD in this Agreement or otherwise disclosed in the Due Diligence Documents or any other reports or studies made available to, or prepared by or on behalf of, CUSD: **(a)** the Property is free from Hazardous Materials and is not in violation of any Environmental Laws; **(b)** there are no buried or partially buried storage tanks located on the Property; **(c)** Developer has received no written notice, notice of violation, administrative complaint or judicial complaint alleging that conditions on the Property are or have been in violation of any Environmental Law, or informing Developer that the Property is subject to investigation or inquiry regarding Hazardous Materials on the Property or the potential violation of any Environmental Law; **(d)** there is no monitoring program required by the Environmental Protection Agency or any similar state agency concerning the Property; **(e)** no toxic or hazardous chemicals, waste, or substances of any kind have ever been spilled, disposed of, or stored on, under, or at the Property, whether by accident, burying, drainage, or storage in containers, tanks, or holding areas, or by any other means; **(f)** the Property has never been used as a dump or landfill; and **(g)** Developer has disclosed to CUSD all material information, records, and studies in Developer's possession in connection with the Property concerning Hazardous Materials.

4.6.3 Violations. To Developer's actual knowledge, and except as otherwise disclosed in the Due Diligence Documents, neither the Property nor any improvements thereon are in violation of any statute, ordinance, regulation, or administrative or judicial order or holding, whether or not appearing in public records, and to Developer's actual knowledge, Developer has not received any written notice of any such violation which has not been cured as of the Effective Date.

4.6.4 Condemnation. To Developer's actual knowledge, there are no pending or threatened (in writing) proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.

4.6.5 No Notices. To Developer's actual knowledge, Developer has not received written notice of any change contemplated in any applicable laws, ordinances or restrictions, or written notice of any judicial or administrative action, or written notice of any action by adjacent landowners, or written notice of natural or artificial conditions upon the Property that would prevent, impede, limit, or render more costly CUSD's contemplated use of the Property to the extent such contemplated use is actually known to it.

4.6.6 Actual Knowledge. As used in this Agreement, the phrase "to Developer's actual knowledge" or any other similar phrase shall mean and apply to the actual present knowledge of Jason Perrin without any duty of investigation or inquiry of any kind. Nothing herein shall be construed to imply or mean that such named individual has any personal liability for a breach of representation or warranty.

4.6.7 Inaccuracies. If any representation or warranty of Developer in this Agreement becomes inaccurate after the Effective Date, other than as a result of a prior misrepresentation by Developer or the affirmative act of Developer, Developer shall promptly notify CUSD of the inaccuracy. If any representation or warranty of Developer becomes inaccurate in any material respect for reasons other than due to a prior misrepresentation or affirmative act of Developer, Developer shall not be in breach or default of this Agreement as a result of such inaccuracy, but shall take commercially reasonable efforts, diligently and in good faith, to correct such inaccuracy. If the inaccuracy cannot be corrected to the reasonable satisfaction of CUSD within thirty (30) days after CUSD learns of the inaccuracy, CUSD shall have the right, at its sole election, either to proceed with the purchase and the Close of Escrow in accordance with the terms of this Agreement, or, in the alternative, to terminate this Agreement. In the event that CUSD elects to terminate this Agreement for the reasons provided herein, the Deposit shall be returned to CUSD, each Party shall bear its own costs, any Title Company and Escrow Company cancellation fees and costs shall be paid in accordance with Section 7.8 below, and neither Party shall have any further rights or obligations under this Agreement other than those which expressly survive termination of this Agreement. In the event CUSD elects to proceed with the Close of Escrow, the scheduled Closing Date shall be extended as necessary to afford the Parties the time frames for notices and other actions contemplated by this Section.

4.7 CUSD's Representations and Warranties. CUSD hereby represents and warrants to Developer that as of the Effective Date and as of the Closing, this Agreement and all documents executed by CUSD which are to be delivered to Developer at the Closing are or at the time of Closing will be duly authorized, executed, and delivered by CUSD, and are or at the Closing will be legal, valid, and binding obligations of CUSD, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which CUSD is a party or to which it is subject.

4.8 Authority of the Parties.

4.8.1 Developer represents and warrants that: **(a)** Developer is a limited liability company duly formed under the laws of the State of Delaware, and this Agreement and the execution, delivery, and performance thereof by the persons designated below have been specifically authorized by Developer; **(b)** Developer has the legal right, power, and authority to enter into this Agreement, to consummate the transactions contemplated hereby, and to convey the Property to CUSD; **(c)** this Agreement has been duly authorized, executed, and delivered by Developer; **(d)** this Agreement is the valid and binding obligation of Developer enforceable against it in accordance with its terms; **(e)** this Agreement does not violate the provisions of any agreement or instrument, or any judgment, order or decree, to which Developer is a party or by which Developer or the Property is bound; and **(f)** each individual executing this Agreement on behalf of Developer is duly authorized to execute and deliver this Agreement on behalf of Developer.

4.8.2 CUSD represents and warrants that: **(a)** CUSD is a public school district, duly formed under the laws of the State of California, and this Agreement and the execution, delivery, and performance thereof by the persons designated below have been specifically authorized by CUSD; **(b)** CUSD has the legal right, power, and authority to enter into this Agreement and to consummate the transactions contemplated hereby; **(c)** this Agreement has been duly authorized, executed, and delivered by CUSD; **(d)** this Agreement is the valid and binding obligation of CUSD enforceable against it in accordance with its terms; **(e)** this Agreement does not violate the provisions of any agreement or instrument, or any judgment, order, or decree, to which CUSD is a party or by which CUSD is bound; and **(f)** each individual executing this Agreement on behalf of CUSD is duly authorized to execute and deliver this Agreement on behalf of CUSD.

4.9 Survival of Representations and Warranties. All representations and warranties contained herein shall survive the Close of Escrow and the recording of the Grant Deed for a period of six (6) months.

4.10 Developer's Post Closing Maximum Aggregate Liability. Notwithstanding any provision to the contrary contained in this Agreement or any documents executed by Developer pursuant hereto or in connection herewith, if the Closing shall have occurred (and CUSD shall not have waived, relinquished or released any applicable rights in further limitation), (a) Developer shall have no liability for any breach of this Agreement unless all losses resulting therefrom shall exceed, in the aggregate, the amount of Fifty Thousand and No/100ths Dollars (\$50,000), and (b) the maximum aggregate liability of Developer, and the maximum aggregate amount which may be awarded to and collected by CUSD, for any breach of this Agreement by Developer (including, without limitation, the breach of any representations, warranties and covenants contained herein) and any and all documents executed pursuant hereto or in connection herewith for which a claim is timely made (which claim must be made within and before six (6) months following the Closing Date) by CUSD shall not exceed Two Hundred Thousand Dollars (\$200,000). In no event shall a partner, shareholder, owner, officer, director, employee, agent, member, manager, or consultant of Developer or any affiliate or controlling person thereof have any liability for any claim or action or other liability arising out of or

relating to this Agreement or the Property, whether based on common law, statute, equity or otherwise and CUSD hereby agrees to look solely to the Developer as otherwise provided herein. The provisions of this Section shall survive the Close of Escrow and shall not be merged with the Grant Deed.

- 4.11 Condemnation Prior to Closing.** If, prior to the Closing, a condemnation proceeding is commenced with respect to the Property or any part of it, Developer shall promptly give notice to CUSD of such proceeding. If there is a condemnation resulting or which will result in a loss of ten percent (10%) or more of the total acreage comprising the Property, within ten (10) days after receipt of such notice from Developer, CUSD, in its sole discretion, shall have the option to either: **(a)** accept the Property subject to such proceedings and proceed to close this transaction as provided in this Agreement; or **(b)** terminate this Agreement. If CUSD elects to proceed to close this transaction, then all condemnation proceeds shall be payable to CUSD and CUSD shall pay Developer the Purchase Price. If CUSD elects to terminate this Agreement pursuant to subclause (b) above, the Deposit shall be returned to CUSD, each Party shall bear its own costs, any Title Company and Escrow Company cancellation fees and costs shall be paid by the Parties pursuant to Section 7.8 below, and neither Party shall have any further rights or obligations under this Agreement, other than those which expressly survive termination of this Agreement. If the portion of the Property that is the subject of the condemnation will result in a loss of less than ten percent (10%) of the total acreage comprising the Property, CUSD shall receive an assignment of Developer's rights to any condemnation award for such acreage and the Close of Escrow shall proceed as scheduled and without any adjustment in the Purchase Price. In the event of the commencement of condemnation proceedings, the scheduled Closing of this transaction shall be extended as necessary to afford the Parties the time frames for notices and deliberations contemplated by this Section 4.11. CUSD acknowledges that it shall be expressly prohibited from initiating or encouraging a condemnation proceeding with respect to all or any portion of the Property and CUSD shall indemnify Developer for any Damages arising from CUSD's breach of the foregoing prohibition. This Section shall survive the termination of this Agreement.

5 ENTITLEMENTS; CFD; ADDITIONAL DISCLOSURES

5.1 Change in Land Use Designations.

- 5.1.1** Prior to the "Vesting Date" as defined below, CUSD shall be expressly prohibited from filing an application or other submission (collectively, the "**Applications**") to the City or any other governmental or quasi-governmental agencies (collectively, the "**Governmental Agencies**") for, or otherwise engaging the Governmental Agencies in discussions regarding, any change in the existing land use designations for the Property (an "**Entitlement Change**") including, without limitation, with respect to amendments to the general plan, zoning or CDP 81-01. Notwithstanding the foregoing, prior to the Vesting Date CUSD shall be permitted to process Applications for, or otherwise engage the Governmental Agencies in discussions regarding, an Entitlement Change for the use of the Property solely for school-related purposes so long as Developer has provided

prior written approval to CUSD of all such Applications, which approval shall not be unreasonably withheld or delayed. In the event Developer disapproves of such request, CUSD shall have the right to either (i) terminate this Agreement upon delivery of written notice of such election to Developer and Escrow Holder no later than thirty (30) days following Developer's delivery of such written disapproval, whereupon Escrow Holder shall return the Deposit to CUSD, each Party shall bear its own costs, cancellation fees and costs owed to Title Company and Escrow Holder shall be paid in accordance with Section 7.8 below, this Agreement shall automatically terminate, and except for those provisions which expressly survive the termination of this Agreement, neither Party shall have any further obligations or liabilities hereunder, or (ii) revise or refrain from processing such Application or taking such action and proceed with the Close of Escrow as provided in this Agreement.

5.1.1.1 For purposes of this Section 5.1, the “**Vesting Date**” shall mean and refer to the date that Developer has provided written notice (a “**Vesting Notice**”) to CUSD confirming that (i) if sought by Developer, the term of the Development Agreement for the Project has been extended for a period of no less than five (5) additional years (or some other reasonable period of time approved by Developer in its sole discretion) by written agreement between Developer and the City, and (ii) the entitlements for the Developer's Retained Property are otherwise fully vested under all applicable local, state and federal laws such that there is no prohibition or restriction on Developer's ability to pull building permits with respect to, obtain certificates of occupancy for, and otherwise sell to the home-buying public, a total of three hundred eighteen (318) residential units on the Developer's Remaining Property, including, without limitation, up to one hundred twenty-nine (129) units, in combination, on Lot 2 of Tract 15687 and Lot 1 of Tract 16747 (the “**Unentitled Developer Lots**”) as is permitted under CDP 81-01. Developer shall provide the Vesting Notice to CUSD promptly upon its confirmation of the foregoing conditions.

5.1.2 From and after the Vesting Date until the earlier to occur of (a) the Close of Escrow or (b) the “TTM Approval Date” (as defined below), CUSD may process Applications for, or otherwise engage the Governmental Agencies in discussions regarding, an Entitlement Change to allow the Property to be used solely for school or market-rate residential purposes compatible with the Project so long as Developer has provided prior written approval to CUSD of all such Applications, which approval shall not be unreasonably withheld or delayed. In the event Developer disapproves of such request, CUSD shall have the right to either (i) terminate this Agreement upon delivery of written notice of such election to Developer and Escrow Holder no later than thirty (30) days following Developer's delivery of such written disapproval, whereupon Escrow Holder shall return the Deposit to CUSD, each Party shall bear its own costs, cancellation fees and costs owed to Title Company and Escrow Holder shall be paid in accordance with Section 7.8 below, this Agreement shall automatically terminate, and except for those provisions which expressly survive the termination of this Agreement,

neither Party shall have any further obligations or liabilities hereunder, or (ii) revise or refrain from processing such Application or taking such action and proceed with the Close of Escrow as provided in this Agreement.

5.1.2.1 For purposes of this Section 5.1, the “**TTM Approval Date**” shall mean and refer to the date all applicable Governmental Agencies have approved a tentative tract map (a “**TTM**”) processed by CUSD for all or any portion of the Property.

5.1.3 Following the TTM Approval Date, CUSD may continue to process Applications as long as such Applications are consistent with the approved TTM and any Entitlement Changes will not be binding on the Property prior to the Close of Escrow. Under no circumstances shall CUSD be permitted to process Applications for Entitlement Changes which will be binding on the Property prior to the Close of Escrow unless CUSD has obtained Developer’s prior written approval of all such Applications, which Developer may give or withhold in its sole and absolute discretion. In the event Developer disapproves of any such binding Applications, CUSD shall have the right to either (i) terminate this Agreement upon delivery of written notice of such election to Developer and Escrow Holder no later than thirty (30) days following Developer’s delivery of such written disapproval, whereupon Escrow Holder shall release the Deposit to Developer which Developer shall be entitled to retain, each Party shall bear its own costs, cancellation fees and costs owed to Title Company and Escrow Holder shall be paid in accordance with Section 7.8 below, this Agreement shall automatically terminate, and except for those provisions which expressly survive the termination of this Agreement, neither Party shall have any further obligations or liabilities hereunder; or (ii) revise or refrain from processing such Application or taking such action and proceed with the Close of Escrow as provided in this Agreement.

5.1.4 If, for any reason, the City elects to become involved with the pursuit of entitlements for the Property and, in connection therewith, proceeds with any Entitlement Change without the prior written consent of Developer, CUSD shall immediately withdraw any pending Applications and shall not further pursue any Applications until after the Closing. Should CUSD breach this Section 5.1, CUSD shall indemnify, defend and hold Developer and the Developer Exculpated Parties harmless from and against any and all Damages to which Developer or any Developer Exculpated Parties are made subject, or imposed upon or incurred by, or allegedly due by, Developer or any of the Developer Exculpated Parties arising out of or relating to such breach. This Section 5.1.4 shall survive the Close of Escrow or the earlier termination of this Agreement.

5.1.5 For the avoidance of doubt, CUSD acknowledges and agrees that, Developer’s disapproval of any request by CUSD under this Section 5.1 shall automatically be deemed “reasonable” in the event such action or Application, if approved or pursued, would materially and adversely affect the Developer’s Retained Property.

- 5.1.6** CUSD expressly acknowledges that the terms of CDP 81-01 apply to the Property. Notwithstanding anything in this Agreement to the contrary, CUSD acknowledges and agrees that all conditions for the benefit of CUSD and all of Developer's warranties and representations contained within this Agreement are subject to and qualified by the terms of CDP 81-01. It shall be the obligation of CUSD to inform itself of the terms of CDP 81-01.
- 5.1.7** CUSD expressly acknowledges that Developer is currently processing, or will process, entitlements for the Unentitled Developer Lots, and notwithstanding anything to the contrary provided herein (but subject to any Applications or Entitlement Changes Developer has approved in writing pursuant to this Section 5.1), CUSD expressly agrees that CUSD shall not object to, hinder, or otherwise engage in any activity which may materially and adversely affect Developer's entitlements efforts with respect to the Unentitled Developer Lots.
- 5.1.8** In furtherance of this Section 5.1, on or prior to the Close of Escrow a deed restriction ("**Deed Restriction**") shall be recorded against the Property to provide that, after the Closing, CUSD shall not (a) submit Applications for, accept, or acquiesce to any change in the land use designations for the Property (other than with respect to school uses) prior to the Vesting Date (if such Vesting Date has not yet occurred), or (b) subject all or any portion of the Developer's Retained Property to an increase in taxes or assessments under any new or existing community facilities district or other public financing mechanism applicable to the Developer's Retained Property except with respect to any voter-approved tax or assessment. The Deed Restriction shall provide that the foregoing restriction specified in subclause (a) above shall automatically terminate upon the date (the "**Subclause (a) Termination Date**") which is the earlier of (i) the Vesting Date, or (ii) the date which is nine (9) months following the Site Purchase Trigger Date. If requested by CUSD, Developer agrees to cooperate with CUSD in recording a notice of the termination of the restriction specified in subclause (a) following the Subclause (a) Termination Date.

5.2 Community Facilities District No. 98-1A.

- 5.2.1** CUSD acknowledges and agrees that the Property is encumbered by the lien of the special tax of CFD No. 98-1A formed pursuant to the Mello-Roos Community Facilities Act of 1982 (the "**Mello-Roos Act**"). The lien of the special tax may be levied pursuant to the Amended and Restated Rate and Method of Apportionment (the "**RMA**"), attached as Appendix A to Amendment No. 1 to Notice of Special Tax Lien for Community Facilities District No. 98-1A, recorded in the Official Records on June 25, 2004 as instrument number 2004000580583. At Close of Escrow, any special taxes that have been levied against the Property, if any, will be prorated, and Developer will pay the prorated special taxes through the Closing Date in accordance with Section 7.3 below.
- 5.2.2** CUSD acknowledges and agrees that the Property is currently not exempt from the payment of special taxes of CFD No. 98-1A under Section E of the RMA.

CUSD acknowledges and agrees that CUSD will take the Property subject to the lien of CFD No. 98-1A, and that Developer shall have no obligation (i) to pay, prepay, or otherwise cancel the lien of CFD No. 98-1A (other than the payment of the prorated amount discussed in Section 5.2.1 above), or (ii) to take any steps to classify the property as exempt under Section E of the RMA.

5.2.3 As the local agency that formed CFD No. 98-1A, CUSD has full knowledge of the maximum special tax that may be levied on the Property by CFD No. 98-1A under all current and potential land uses on the Property. CUSD hereby waives receipt of, and relieves Developer from providing, a notice of special tax under Section 53341.5 of the Mello-Roos Act. For the avoidance of doubt, CUSD shall not have the right to rescind the purchase of the Property, or otherwise hold Developer liable, for the failure to provide adequate or timely notice of the special tax of CFD No. 98-1A under California Government Code Section 53341.5 or any other provision of federal, state, or local law.

5.3 Natural Hazard Disclosure Act. Prior to the Close of Escrow, Developer shall cause the Title Company to provide CUSD with a Natural Hazard Disclosure Statement (“**Natural Hazard Disclosure Statement**”) in the form required by law. CUSD acknowledges and agrees that nothing contained in the Natural Hazard Disclosure Statement shall release CUSD from its obligation to fully investigate the condition of the Property, including, without limitation, whether the Property is located in any natural hazard areas and that CUSD has the expertise to perform such investigations and will have the opportunity to do so under the terms of this Agreement. CUSD further acknowledges and agrees that the matters set forth in the Natural Hazard Disclosure Statement may change on or prior to the Close of Escrow and that Developer has no obligation to update, modify, or supplement the Natural Hazard Disclosure Statement. For the avoidance of doubt, the provisions of the Natural Hazard Disclosure Statement, if any, shall in no way be deemed or construed to limit the “AS-IS, WHERE-IS” nature of this Agreement.

5.4 Environmental Disclosure. Section 25359.7 of the California Health and Safety Code requires owners of nonresidential property who know or have reasonable cause to believe that a release of a Hazardous Material has come to be located on or beneath real property to provide written notice of that condition to a buyer of the real property. The only releases of the Hazardous Materials actually known to Developer, without duty of inquiry or investigation, are those specifically described as actual releases in the Due Diligence Documents, if any. CUSD acknowledges and agrees that CUSD has been provided with an adequate opportunity to, and has been encouraged to, retain its own consultants and experts to conduct its own inspections and examinations of the Property and all matters relating to the Property. By its execution of this Agreement, CUSD: (a) acknowledges its receipt of the foregoing notice given pursuant to Section 25359.7 of the California Health and Safety Code and that it is aware of the benefits conferred to CUSD by Section 1542 of the California Civil Code and the risks it assumes by any waiver of its benefits thereunder; and (b) after receiving advice of its legal counsel, waives any and all rights or remedies whatsoever, express or implied, CUSD may have against Developer and/or the Developer Exculpated Parties, including remedies for actual damages arising out of or resulting from any unknown, unforeseen or unanticipated presence or releases of

Hazardous Materials from or on the Property, including, without limitation, any damages under Section 25359.7 of the California Health and Safety Code; provided, that the foregoing waiver does not apply to any of CUSD's rights and remedies relating to the breach of Developer's representations and warranties set forth in Section 4.6 above. The provisions of this Section 5.4 shall survive the Closing and shall not be merged into the Grant Deed or other closing documents.

6 ESTABLISHMENT OF ESCROW

- 6.1 Time to Open Escrow.** Developer and CUSD shall open the Escrow to consummate the purchase of the Property pursuant to this Agreement as provided in Section 2.2 above.
- 6.2 Escrow Holder.** After the Opening of Escrow, CUSD and Developer agree to execute, deliver, and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder, or other instruments as may reasonably be required by Escrow Holder, in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not amend, or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

7 CLOSING

- 7.1 Selection of Closing Date.** The Close of Escrow shall be held, and delivery of all items to be delivered at the Closing under the terms of this Agreement shall be performed at the offices of the Escrow Company on the Closing Date, as defined in Section 2.3 above.
- 7.1.1 Closing Date Extension.** In the event any of the conditions to Close of Escrow set forth in Section 4 above have not been fulfilled by the Closing Date, the Close of Escrow may be extended for up to an additional 90 days by either CUSD or Developer upon delivery of written notice of such extension to the other Party and Escrow Holder no less than five (5) days prior to the then-existing Closing Date.
- 7.2 Delivery of Closing Documents and Funds.**
- 7.2.1 Developer shall deposit into Escrow the documents listed below duly executed and acknowledged, where applicable, at least one (1) business day prior to the Closing Date:**
- 7.2.1.1 The Grant Deed;**
- 7.2.1.2 Developer's Affidavit of Non-foreign Status ("FIRPTA Affidavit") for the Property;**
- 7.2.1.3 The Real Estate Withholding Certificate ("Form 593-C") for the Property;**
- 7.2.1.4 A closing statement prepared by Escrow Holder and approved in writing by Developer;**

7.2.1.5 Any contractually required assignments and assumptions of documents of record or otherwise which are binding on the Property including, without limitation, those certain agreements described as Exceptions 9, 10, 12, 13 and 17 in Schedule B of the Title Report (collectively, the “**Ancillary Assignment and Assumption Agreements**”);

7.2.1.6 Any other documents, instruments, or records which are reasonably required by Escrow Holder to close the Escrow and consummate the conveyance of the Property in accordance with the terms hereof.

7.2.2 CUSD shall deposit into Escrow the funds and documents listed below duly executed and acknowledged, where applicable, at least one (1) business day prior to the Closing Date:

7.2.2.1 The cash or other immediately available funds in the amount of the Purchase Price (including the Deposit) and sufficient to pay all of CUSD’s other costs associated with the Close of Escrow as provided herein;

7.2.2.2 The Preliminary Change of Ownership Report for the Property;

7.2.2.3 A closing statement prepared by Escrow Holder and approved in writing by CUSD;

7.2.2.4 The Ancillary Assignment and Assumption Agreements; and

7.2.2.5 Any other documents, instruments, or records which are reasonably required by Escrow Holder to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.

7.3 Encumbrances; Prorations. Developer shall pay in full any Monetary Liens at the Close of Escrow. In addition, unless otherwise provided in this Agreement, Escrow Holder is to prorate all current general and special taxes and assessments on the Closing Date based upon the latest available tax information, using customary escrow procedures as of the Close of Escrow. Prorations are to be made on the basis of a thirty-day month. Any taxes or assessments levied under the supplemental tax roll as a result of this sale, whether prior to the normal assessment date or otherwise, shall be the sole responsibility of CUSD. CUSD and Developer shall cooperate in good faith to cause the Property to be separately assessed and segregated in CUSD’s name on the current tax roll. To the extent Developer has applied for a tax reassessment and associated refund relating to the Property, Developer be solely entitled to such refund to the extent attributable to any period prior to the Close of Escrow and CUSD hereby agrees to direct any such funds to Developer to the extent such funds are directed to CUSD. The provisions of this Section 7.3 shall survive the Close of Escrow.

7.4 Costs and Expenses. Except as otherwise specified in this Agreement, Developer and CUSD shall pay the costs and expenses incurred pursuant to this Agreement as follows:

- 7.4.1** Developer shall pay 100% of all applicable city and county Transfer Taxes, 50% of the Escrow Holder's fees, and 100% of the costs of a CLTA Title Policy (including the cost of any endorsements obtained by Developer, in Developer's sole discretion, to remove or eliminate exceptions to title which have been objected to by CUSD under Section 3.1 above);
- 7.4.2** CUSD shall pay 50% of the Escrow Holder's fees and other customary charges for document drafting, recording, and miscellaneous charges, and the additional cost of an ALTA Title Policy;
- 7.4.3** Any costs incurred through the Escrow relating to the Property that are not specifically allocated to Developer or CUSD under this Agreement shall be apportioned in the manner customary in Orange County.
- 7.5 CUSD's Fees and Costs.** CUSD shall be responsible for paying its own fees and costs associated with the purchase, including:
- 7.5.1** Any endorsements to the Title Policy requested by CUSD; and
- 7.5.2** Its legal costs and consultants' fees associated with consummating the purchase.
- 7.6 Developer's Fees and Costs.** Developer shall be responsible for paying Developer's fees and costs associated with the purchase, including, but not limited to:
- 7.6.1** Its legal costs, broker's fees, and consultants' fees associated with consummating the purchase.
- 7.7 Actions by Escrow Holder.** Provided that Escrow Holder has not received written notice from CUSD or Developer of the failure of any conditions to Close of Escrow or of the termination of this Agreement, when CUSD and Developer have deposited with Escrow Holder the documents and funds required by this Agreement and Title Company is irrevocably and unconditionally prepared and committed to issue the Title Policy in accordance with the terms hereof, Escrow Holder shall, in the order and manner herein below indicated, take the following actions on the Closing Date:
- 7.7.1 Recording.** Cause the Grant Deed and the Ancillary Assignment and Assumption Agreements to be recorded in the Official Records in that order, and thereafter cause any other documents customarily recorded and/or that the Parties hereto may mutually direct to be recorded and obtain conformed copies of all recorded documents for distribution to CUSD and Developer as set forth below.
- 7.7.2 Funds.** Disburse all funds as follows: (a) pursuant to the approved closing settlement statements, retain for Escrow Holder's own account all escrow fees and costs, disburse to Title Company the fees and expenses incurred in connection with the issuance of the Title Policy, and disburse to any other persons or entities entitled thereto the amount of any other closing costs; (b) disburse to Developer an amount equal to the Purchase Price, less or plus the net debit or credit to Developer by reason of the prorations and allocations of closing costs and security

deposits provided for in this Agreement; and (c) after the Closing, disburse to the Party who deposited the same any remaining funds in the possession of Escrow Holder after the foregoing payments have been completed.

7.8 Failure to Close; Cancellation Fees. Except as otherwise provided in this Agreement, if, as a result of no fault of Developer or CUSD, the Close of Escrow fails to occur, CUSD and Developer shall split equally the Escrow Holder's cancellation fees and charges. In the event the Close of Escrow fails to occur through the fault of Developer, Developer shall pay any and all cancellation costs incurred as well other expenses in connection therewith and CUSD shall bear no expense with respect to the same. In the event the Close of Escrow fails to occur through the fault of CUSD, CUSD shall pay any and all cancellation costs incurred as well as other costs and expenses in connection therewith and Developer shall bear no expense with respect to the same.

7.9 Delivery of Property. Developer agrees to maintain the Property in a good, clean, and safe condition from the Effective Date until the Closing Date.

8 RELEASE; INDEMNITY.

8.1 Release. Upon Closing, CUSD waives on behalf of itself and CUSD's Representatives and fully, unconditionally, and irrevocably releases Developer and the Developer Exculpated Parties from any and all claims that CUSD or any of CUSD's Representatives may now have or hereafter acquire against Developer or any of the Developer Exculpated Parties for any Damages arising from or related to the Property, its design, development, improvement, entitlements or any conditions existing or events occurring on, in or about the Property before or after the Closing, including without limitation any construction defects, errors, omissions or other conditions, latent or otherwise, including, without limitation, environmental matters, affecting the Property, or any portion thereof, and including, without limitation, with respect to any work performed by or on behalf of Developer in order to fulfill the condition to closing set forth in Section 4.1.5 above (the "**Developer Work**"). This provision shall survive the Close of Escrow. This release includes claims of which CUSD is presently unaware or which CUSD does not presently suspect to exist which, if known by CUSD, would materially affect CUSD's release of Developer and the Developer Related Entities. The Release in this Section 8.1 shall not apply to the following (collectively, the "**Excluded Matters**"): a breach of any of the representations, warranties, covenants or agreements made by Developer as provided in this Agreement or to any Damages resulting from Developer's or any of the Developer Exculpated Parties' gross negligence or willful misconduct. In connection with this release, CUSD specifically waives the provision of California Civil Code **Section 1542**, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

This release by CUSD shall constitute a complete defense to any claim, cause of action, defense, contract, liability, indebtedness or obligation released pursuant to this release. Nothing in this release shall be construed as (or shall be admissible in any legal action or proceeding as) an admission by Developer or any other released party that any defense, indebtedness, obligation, liability, claim or cause of action exists which is within the scope of those hereby released.

CUSD'S INITIALS

DEVELOPER'S INITIALS

- 8.2 Indemnity.** CUSD, on behalf of itself and CUSD's Representatives, agrees that it shall, from and after the Close of Escrow, indemnify, defend and hold Developer and the Developer Exculpated Parties harmless from and against any and all Damages to which Developer or any of the Developer Exculpated Parties are made subject, or imposed upon or incurred by, or allegedly due by, Developer or any of the Developer Exculpated Parties, arising out of or relating to the ownership, development, improvement or the sale or operation of the Property by CUSD or any of CUSD's Representatives, Damages arising out of the matters covered by the release in Section 8.1 above, and any defects in the performance, design or construction of horizontal or vertical improvements developed in connection with the Property; provided, however, that the foregoing indemnity shall be inapplicable to any Damages resulting from the Excluded Matters. The provisions of this Section 8.2 shall survive the Close of Escrow and the recording of the Grant Deed or any termination of this Agreement.

9 REMEDIES.

9.1 Developer's Default. Notwithstanding anything to the contrary contained herein, if the Close of Escrow fails to occur by reason of Developer's breach of this Agreement and CUSD is not otherwise in default under the terms of this Agreement, as CUSD's sole and exclusive remedies against Developer by reason thereof, CUSD may elect to either: (a) terminate this Agreement and the Escrow created pursuant hereto, in which event the Deposit shall be returned to CUSD, CUSD shall be entitled to reimbursement of its actual out of pocket costs incurred in connection with this transaction in an amount not to exceed One Hundred Thousand Dollars (\$100,000), and the Parties shall have no further rights or obligations hereunder except for obligations which expressly survive the termination of this Agreement, or (b) in the alternative, sue Developer for specific performance of Developer's obligations under this Agreement; provided, however, that in the event CUSD elects to sue Developer for specific performance of Developer's obligations under this Agreement, such action shall be commenced within thirty (30) days from the Closing Date and, in the event such action for specific performance is not commenced within such thirty (30) day period, CUSD hereby waives any and all rights it may have to sue Developer for specific performance of Developer's obligations under this Agreement. Notwithstanding any provision to the contrary contained in this Agreement, in no event shall Developer be liable for consequential or punitive damages, including any claim for lost profits, all of which are hereby waived by CUSD.

- 9.2 Specific Performance.** In addition to any other rights or remedies which they may have, neither CUSD nor Developer waives the right of specific performance to the extent permitted by law. The Parties expressly recognize that specific performance shall be available to enforce performance of this Agreement subject to Section 9.1 above.

10 RIGHT TO ENTER PROPERTY

- 10.1** From the Effective Date until the Close of Escrow (the “**Inspection Period**”), CUSD shall have the right, at its own expense and subject to the provisions of this Section 10, to cause its employees, agents, licensed contractors, consultants and other qualified professionals (“**CUSD Parties**”), to conduct inspections, tests, surveys, or other studies, including, but not limited to, environmental studies or assessments (“**Inspections**”) of the Property, and to conduct other due diligence and feasibility investigations regarding the ownership, use and development of the Property, as deemed necessary by CUSD. In addition, CUSD Parties shall have the right of access to the Property throughout the Inspection Period, for the purpose, at its sole expense, of obtaining data and making surveys, tests, inspections, and other studies deemed necessary by CUSD, and in order to prepare any architectural and reconstruction plans necessary with regard to the Property as may be required by local and California state regulatory agencies; provided, however, for the avoidance of doubt, Developer acknowledges and agrees that CUSD shall have no obligation to Developer under this Agreement to perform any work of remediation in connection with or resulting from information obtained through any Inspections performed except as otherwise expressly provided herein.
- 10.2** Upon at least two (2) business days’ prior written notice to Developer, CUSD and the CUSD Parties may enter on the Property for the purposes permitted herein, subject to the following:
- 10.2.1** All such Inspections shall be conducted in a manner so as not to interfere with Developer's use or maintenance of the Property including, without limitation, in connection with its completion of the Developer Work;
- 10.2.2** Reasonable precautions shall be exercised to avoid damage and protect persons or property;
- 10.2.3** CUSD agrees to (a) indemnify, defend and hold Developer and the Developer Exculpated Parties harmless from any Damages caused by CUSD’s or the CUSD Parties’ entry on the Property or activities authorized in this Section 10 including testing, inspections, entry, and activities upon the Property by CUSD’s or the CUSD Parties’ contractors or subcontractors, and (b) promptly repair any damage to the Property caused by CUSD or the CUSD Parties. Notwithstanding the foregoing, to the extent any claims arise from or relate to a condition of the Property existing prior to CUSD’s exercise of the inspection rights granted herein, or which arise from the acts of Developer, CUSD’s indemnification and other obligations under this Section 10 shall not apply to such claims as long as CUSD or the CUSD Parties have not exacerbated the situation giving rise to such claim.

This Section 10.2.3 shall survive the Close of Escrow or earlier termination of this Agreement;

10.2.4 All due diligence activities shall be in accordance with applicable laws, rules and regulations;

10.2.5 CUSD shall not conduct any physically invasive or environmental testing beyond a Phase I environmental site assessment without first obtaining Developer's prior written consent thereto, which consent shall not be unreasonably withheld or delayed;

10.2.6 Developer shall have the right to designate a Developer representative to be present at any such entries on the Property by CUSD or the CUSD Parties;

10.2.7 CUSD shall limit its activities on the Property to those due diligence investigations described herein;

10.2.8 Prior to CUSD's or any CUSD Party's entry upon the Property, CUSD shall deliver to Developer a certificate or other reasonable proof evidencing that CUSD and such CUSD Party have (a) a commercial general liability insurance policy written on an occurrence and not a claims made basis with combined single limits of liability for personal injury and property damage of not less than Two Million Dollars (\$2,000,000) under which Developer has been named as an additional insured and which requires at least thirty (30) days written notice to Developer prior to any termination of that insurance, and (b) workers' compensation and employer's liability insurance in accordance with the provisions of California law, under which Developer has been named as an additional insured and which requires at least thirty (30) days written notice to Developer prior to any termination of that insurance.

10.3 Return of Due Diligence Documents; Delivery of Plans and Reports. If this Agreement terminates and/or the Close of Escrow fails to occur, then CUSD shall promptly return all Due Diligence Documents delivered by Developer (and copies thereof), and as partial consideration for Developer entering into this Agreement, upon Developer's request, CUSD shall deliver to Developer all of CUSD's written investigations, studies and reports that relate to the physical condition of the Property (including, but not limited to, environmental reports, civil and soil engineering reports, maps, site plans and specification, and surveys) that were prepared on behalf of CUSD by third parties (collectively, the "**Plans and Reports**") and all entitlement approvals, applications and materials prepared by or on behalf of CUSD in connection with Section 5.1 above (collectively, "**Entitlement Materials**"). Developer acknowledges that CUSD shall deliver such Plans and Reports and Entitlement Materials without representation or warranty as to accuracy or reliability. Upon delivery, the Plans and Reports and Entitlement Materials shall be deemed assigned to Developer without consideration or expense to Developer. CUSD agrees to execute such documents as Developer reasonably requires to evidence the foregoing assignments. The obligations under this Section 10.3 shall survive the termination of this Agreement.

11 UNAVOIDABLE DELAYS. Whenever performance is required of CUSD or Developer under this Agreement, that Party agrees to use all reasonable diligence to perform in good faith; provided, however, if completion of performance is delayed at any time by reason of acts of God, war, civil commotion, riots, acts of terrorism, strikes, picketing, or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or other cause beyond the reasonable control of the Party (but not including financial disability), then the time for performance shall be extended by the time of the delay actually caused and the Close of Escrow shall be appropriately extended in order to accommodate such delay. The provisions of this Section 11 do not operate to excuse CUSD or Developer from the timely payment of any monies required to be paid under this Agreement.

12 CONFIDENTIALITY.

12.1 Subject to the provisions of the California Public Records Act (Government Code Section 6250 et seq.) (the “**Public Records Act**”), which governs the CUSD’s use and disclosure of its agreements and records, CUSD and any party who receives Confidential Information from CUSD in compliance with the terms of this Section (collectively, “**CUSD’s Representatives**”) and Developer and any party who receives Confidential Information from Developer in compliance with the terms of this Section (collectively, the “**Developer’s Representatives**”) hereby agree that each shall keep confidential all information provided by the other Party and correspondence related thereto (the “**Confidential Information**”) and will not disclose any such Confidential Information to any other person or entity without obtaining the prior written consent of the other Party, except that (A) Developer shall have the right to disclose any “Developer Excluded Information” (as defined below), (B) CUSD shall have the right to disclose any “CUSD Excluded Information” (as defined below), (C) CUSD shall have the right to disclose to its officials, employees and CUSD retained consultants any information to the extent necessary in connection with CUSD’s due diligence and development of the Property, (D) Developer shall have the right to disclose to its agents, consultants, representatives, officers, directors, employees, members, shareholders, partners, investors, prospective investors, insurers and lenders, all information received by it from CUSD as required to perform its obligations under this Agreement, and (E) either Party shall have the right to disclose Confidential Information to the extent that it is legally required or compelled to do so provided that (to the extent permitted) it provides the other Party with prior notice of such disclosure obligation and cooperates with such other Party (at no cost or liability to the cooperating Party) in any attempts to obtain confidential treatment of such disclosed information.

12.2 In the event that CUSD obtains a request pursuant to the provisions of the Public Records Act to disclose any of the Confidential Information, to the extent feasible, CUSD shall provide Developer with prompt written notice thereof and CUSD and Developer shall cooperate at Developer’s sole cost and expense to seek to avoid disclosure of such matters to the extent legally permissible pursuant to the provisions of the Public Records Act. Nothing herein limits CUSD’s right and obligation to comply with laws mandating public notice, including but not limited to, agendas, notices of public hearings, notices required by the Brown Act and staff reports and minutes produced in connection therewith.

- 12.3 “CUSD Excluded Information”** shall mean information that is (i) known by CUSD prior to the disclosure thereof by Developer or its officers, employees, agents, attorneys, affiliates, representatives, contractors, successors or assigns, (ii) developed by or on behalf of CUSD without the use of any confidential information provided by Developer or its officers, employees, agents, attorneys, affiliates, representatives, contractors, successors or assigns, (iii) disclosed to CUSD by a third party other than Developer or any of its officers, employees, agents, attorneys, affiliates, representatives or contractors, or (iv) known to the public through no act or fault of CUSD in violation of this Agreement.
- 12.4 “Developer Excluded Information”** shall mean information that is (i) known by Developer prior to the disclosure thereof by CUSD or its elected and appointed officials, employees, agents, attorneys, affiliates, representatives, contractors, successors or assigns, (ii) developed by or on behalf of Developer without the use of any confidential information provided by CUSD or its officers, employees, agents, attorneys, affiliates, representatives, contractors, successors or assigns, (iii) disclosed to Developer by a third party other than CUSD or any of its elected and appointed officials, employees, agents, attorneys, affiliates, representatives or contractors, or (iv) known to the public through no act or fault of Developer in violation of this Agreement.
- 12.5** The obligations of the Parties pursuant to this Section 12 shall survive a termination of this Agreement and shall terminate upon the later of (i) the Vesting Date or (ii) the Close of Escrow.

13 GENERAL PROVISIONS

- 13.1 Time of Essence.** Time is of the essence of each provision of this Agreement in which time is an element.
- 13.2 Further Documents.** Each Party will, whenever and as often as it shall be reasonably requested by the other Party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents as may be necessary in order to complete the sale, conveyance and transfer provided for herein, including without limitation such escrow instructions as may be required by the Escrow Holder. Both Parties will do any and all other acts and will execute, acknowledge, and deliver any and all documents as reasonably may be required in order to carry out the intent and purpose of the Agreement.
- 13.3 Engineering Documents, Special Studies, and Construction Documents.** Developer has provided, or upon the Effective Date will promptly provide, CUSD with copies of those certain contracts, maps, plans, studies, reports, and other engineering documents related to the Property more particularly described on Exhibit “B” attached hereto (the **“Due Diligence Documents”**). The Due Diligence Documents are being made available to as an accommodation to CUSD, and as such, Developer makes no representations or warranties concerning the accuracy, adequacy or completeness of the Due Diligence Documents.

- 13.4 No Recordation.** The Parties acknowledge and agree that neither this Agreement nor any memorandum of this Agreement nor any reference to this Agreement or Developer's agents under this Agreement or summary hereof shall be recorded. If any such matter is recorded, CUSD shall promptly execute and deliver to Developer at the request of Developer a deed quitclaiming to Developer its interest in the Property with its signature acknowledged in a form suitable for recordation.
- 13.5 Intentionally Deleted.**
- 13.6 No Finance Contingency.** CUSD acknowledges and agrees that CUSD's obligations under this Agreement are not in any manner contingent or conditioned upon CUSD obtaining financing in order to purchase the Property except with respect to the satisfaction of the condition to the Close of Escrow set forth in Section 4.1.7 above related to the occurrence of the Site Purchase Trigger Date. It is expressly understood that if CUSD is unable to close the transaction contemplated by this Agreement as a result of CUSD's failure to obtain financing, CUSD shall be in default under this Agreement and Developer shall have the remedy provided in Section 1.2.1 above. In no event shall Developer be obligated to comply with any requirements of CUSD's lender or otherwise incur any cost, expense or liability in connection with CUSD's financing of the Property.
- 13.7 Real Estate Brokerage Commission.** The Parties acknowledge and agree that no Party shall have any obligation to pay any real estate, brokerage or other commission or fee in connection with the matters contained in this Agreement or the conveyance of the Property to CUSD. The Parties hereby indemnify and hold each other free and harmless from and against any and all costs and liabilities including, without limitation attorneys' fees, for causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the other in connection with this transaction. The foregoing representation and indemnity shall survive the Closing.
- 13.9 Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and: **(a)** personally delivered (including by same day commercial courier); **(b)** deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required; **(c)** sent by overnight delivery service; or **(d)** sent by electronic mail or facsimile transmission, addressed as follows:

Capistrano Unified School District
ATTN: Clark D. Hampton, Deputy Superintendent,
Business and Support Services
33122 Valle Road
San Juan Capistrano, CA 92675
Facsimile: 949-493-3728
Telephone: 949-234-9211
Email: cdhampton@capousd.org

Pacific Point Development Partners
LLC c/o DMB Pacific Ventures
ATTN: Jason Perrin
4343 Von Karman Avenue, 3rd Floor
Newport Beach, CA 92660
Facsimile: _____
Telephone: 949- 955-0984
Email: jperrin@dmbspv.com

With a copy to:

Jack P. Lipton, Ph.D., Esq.
Burke, Williams & Sorensen, LLP
1851 East First Street, Suite 1550
Santa Ana, California 92705
Facsimile: 949-863-3350
Telephone: 800-333-4297
Email: jlipton@bwslaw.com

With a copy to:

Taylor Morrison of California LLC
ATTN: Division President
100 Spectrum Center Drive
Suite 1450
Irvine, CA 92618
Facsimile: 949-341-1400
Telephone: 949-341-1280
Email: pbodem@taylormorrison.com

And with a copy to:

Erica A. Bose, Esq.
Cox Castle & Nicholson LLP
2029 Century Park East, 21st Floor
Los Angeles, CA 90067
Facsimile: 310-284-2100
Telephone: 310-284-2225
Email: ebose@coxcastle.com

Any notice personally given or sent by electronic mail or facsimile transmission shall be effective upon receipt provided such notice has also been delivered via another method of delivery described above. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three business days after deposit in the United States mail.

- 13.10 Entire Agreement.** This Agreement and the attached exhibits constitute the entire agreement between the Parties and supersede all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by CUSD and Developer.
- 13.11 California Law.** This Agreement shall be governed by, and the rights, duties and obligations of CUSD and Developer, shall be determined and enforced in accordance with, the laws of the State of California, with the exception of definitions to be construed under the federal laws cited in the section “Hazardous Substances.”
- 13.12 Attorneys’ Fees.** If either CUSD or Developer files any action or brings any proceedings against the other arising out of this Agreement, or is made a party to any action or proceeding brought by the Escrow Company, then, as between CUSD and Developer, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys’ fees to be fixed by the court. The “prevailing party” shall be the entity that is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. No sum for attorneys’ fees shall be counted in calculating the amount of a judgment for purposes of determining whether the prevailing party is entitled to its costs or attorneys’ fees.

13.13 Waiver. No waiver of any provision of this Agreement shall be considered a waiver of any other provision or of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by CUSD or Developer of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law or in equity.

13.14 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns.

13.15 Assignment.

13.15.1 Developer may assign this Agreement to any subsequent owner of the Property (a “**Subsequent Owner**”) without the prior written consent of CUSD, and upon such assignment Developer shall be deemed fully released of its obligations arising under this Agreement on or after the date of such assignment, as long as such Subsequent Owner executes a written assignment and assumption agreement assuming all of Developer’s obligations under this Agreement and Developer delivers a copy of such executed assignment and assumption agreement to CUSD thereafter.

13.15.2 CUSD shall not voluntarily or by operation of law assign or transfer any rights, interests and/or obligations hereunder, directly or indirectly, without Developer’s express prior consent in writing, which consent may be withheld by Developer in its sole discretion. Any attempted assignment made in violation of this provision shall be null and void. Notwithstanding the foregoing, CUSD shall have the right to assign its rights under this Agreement, without the consent of Developer, to (a) an affiliated governmental agency or entity or (b) any other person or entity (a “**CUSD Assignee**”) so long as the balance of the Purchase Price, after crediting the amount of the Deposit to the Purchase Price (the “**Purchase Price Balance**”), has been deposited into the Escrow by the CUSD Assignee with an instruction to the Escrow Holder to disburse the Purchase Price Balance as a part of the Purchase Price to be disbursed to Developer on the Close of Escrow pursuant to Section 7.7.2(b) above. If the Close of Escrow fails to occur due to Developer’s breach of this Agreement, then, in addition to the CUSD Assignee’s other rights and remedies, the Purchase Price Balance shall be returned to the CUSD.

13.15.3 To be effective, an assignment to an affiliated governmental agency or entity, a CUSD Assignee, or any other proposed assignee approved in writing by Developer (as applicable, a “**Permitted Assignee**”) shall (a) be in writing and fully executed by CUSD and such Permitted Assignee thereunder and delivered to Developer at least five (5) business days prior to Closing, and (b) contain a provision whereby such Permitted Assignee assumes all of the obligations of CUSD under this Agreement. Notwithstanding anything set forth in this Agreement, in no event shall CUSD be relieved of any of its obligations under this Agreement as a result of the assignment of this Agreement to any Permitted Assignee.

- 13.16 Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 13.17 Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties.
- 13.18 Disputes.** IT IS THE DESIRE AND INTENTION OF THE PARTIES TO AGREE UPON A MECHANISM AND PROCEDURE UNDER WHICH ANY AND ALL CONTROVERSIES AND DISPUTES BETWEEN CUSD AND DEVELOPER ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT AND/OR ANY DOCUMENTS EXECUTED BY THE PARTIES IN CONNECTION WITH, OR PURSUANT TO, THIS AGREEMENT, OR OTHERWISE OR RELATED TO THE PROPERTIES, INCLUDING ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF PARTIES (AND/OR AGAINST THEIR OFFICERS, DIRECTORS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR SUBSIDIARY OR AFFILIATED ENTITIES) FOR DAMAGES, RESCISSION, INJUNCTIVE RELIEF, SPECIFIC PERFORMANCE AND/OR OTHER EQUITABLE RELIEF (HEREIN, A "DISPUTE"), WILL BE RESOLVED IN A PROMPT AND EXPEDITIOUS MANNER. ACCORDINGLY, ANY SUCH DISPUTE SHALL BE HEARD AND RESOLVED SOLELY AND EXCLUSIVELY BY A REFEREE EITHER AGREED TO IN ACCORDANCE WITH THE TERMS HEREOF OR APPOINTED BY A COURT OF COMPETENT JURISDICTION IN ORANGE COUNTY, CALIFORNIA (THE "COURT") UNDER THE JUDICIAL REFERENCE PROVISIONS OF THE CALIFORNIA CODE OF CIVIL PROCEDURE, SECTIONS 638-645.1, INCLUSIVE (AS SAME MAY BE AMENDED, OR ANY SUCCESSOR STATUTE(S) THERETO) (THE "JUDICIAL REFERENCE SECTIONS"). ANY FEE TO INITIATE THE JUDICIAL REFERENCE PROCEEDING SHALL BE PAID BY THE PARTY INITIATING SUCH PROCEEDING; PROVIDED HOWEVER, THAT THE COSTS AND FEES, INCLUDING ANY INITIATION FEE, OF SUCH PROCEEDING SHALL ULTIMATELY BE BORNE IN ACCORDANCE WITH SECTION 13.12. WITHIN TEN (10) DAYS AFTER RECEIPT BY ANY PARTY OF A WRITTEN REQUEST TO RESOLVE ANY DISPUTE, THE PARTIES SHALL (i) ATTEMPT TO AGREE UPON A SINGLE REFEREE WHO SHALL BE APPOINTED BY THE COURT UNDER THE JUDICIAL REFERENCE SECTIONS, AND (ii) APPLY TO THE COURT TO HAVE SUCH REFEREE APPOINTED UNDER THE JUDICIAL REFERENCE SECTIONS. IF THE PARTIES ARE UNABLE TO AGREE UPON A REFEREE WITHIN SUCH TEN (10) DAY PERIOD, THEN EITHER PARTY MAY THEREAFTER FILE AN ACTION WITH THE COURT TO SELECT AND APPOINT THE REFEREE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 AND 640, AS SAME MAY BE AMENDED, OR ANY SUCCESSOR STATUTE(S) THERETO. IF THE REFEREE IS SELECTED BY THE COURT, THE REFEREE SHALL BE A NEUTRAL AND IMPARTIAL RETIRED SUPERIOR COURT JUDGE OR APPELLATE

JUSTICE WITH SUBSTANTIAL EXPERIENCE IN THE RELEVANT MATTERS OF THE DISPUTE TO BE DETERMINED, FROM JAMS/ENDISPUTE, INC. OR SIMILAR MEDIATION/ARBITRATION ENTITY. THE REFEREE SELECTED BY THE COURT MAY BE CHALLENGED BY ANY PARTY FOR ANY OF THE GROUNDS LISTED IN SECTION 641 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE, AS SAME MAY BE AMENDED, OR ANY SUCCESSOR STATUTE(S) THERETO. THE REFEREE APPOINTED BY THE COURT (WHETHER AGREED UPON BY THE PARTIES PURSUANT TO CLAUSE (i) HEREINABOVE OR SELECTED BY THE COURT UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 AND 640, AS SAME MAY BE AMENDED, OR ANY SUCCESSOR STATUTE(S) THERETO) SHALL BE REFERRED TO HEREIN AS THE "APPOINTED REFEREE". THE APPOINTED REFEREE SHALL HAVE THE POWER TO TRY AND DECIDE ALL ISSUES OF FACT AND LAW PERTAINING TO THE DISPUTE, TO REPORT A FINDING AND JUDGMENT ON SUCH ISSUES AS REQUIRED BY THE JUDICIAL REFERENCE SECTIONS AND TO ISSUE ALL RECOGNIZED REMEDIES AVAILABLE AT LAW OR IN EQUITY FOR ANY CAUSE OF ACTION THAT IS BEFORE SUCH APPOINTED REFEREE, INCLUDING AN AWARD OF ATTORNEYS' FEES AND COSTS IN ACCORDANCE WITH CALIFORNIA LAW AND THE PROVISIONS OF SECTION 13.12. ANY PARTY SHALL HAVE THE RIGHT TO SEEK A TEMPORARY RESTRAINING ORDER, WITH THE FURTHER RESOLUTION OF ANY SUCH APPLICATION TO BE TRANSFERRED TO AND HEARD BY THE REFERENCE JUDGE. EACH PARTY RETAINS ALL OF ITS RIGHTS TO SEEK APPROPRIATE PREJUDGMENT REMEDIES, EXCEPT THAT UPON THE APPOINTMENT OF THE REFERENCE JUDGE ALL SUCH PROCEEDINGS SHALL BE TRANSFERRED TO AND HEARD BY THE REFERENCE JUDGE. THE APPOINTED REFEREE SHALL NOT, HOWEVER, HAVE THE POWER TO AWARD PUNITIVE DAMAGES OR ANY OTHER REMEDIES OR DAMAGES WHICH ARE NOT PERMITTED BY THE EXPRESS PROVISIONS OF THIS AGREEMENT. THE PARTIES SHALL BE ENTITLED TO CONDUCT DISCOVERY IN THE JUDICIAL REFERENCE PROCEEDING AS PROVIDED IN THE CALIFORNIA CODE OF CIVIL PROCEDURE, AND THE REFEREE SHALL OVERSEE DISCOVERY AND MAY ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE, WITH RIGHTS TO REGULATE DISCOVERY AND TO ISSUE AND ENFORCE SUBPOENAS, PROTECTIVE ORDERS AND OTHER LIMITATIONS ON DISCOVERY AVAILABLE UNDER CALIFORNIA LAW. THE JUDICIAL REFERENCE PROCEEDING SHALL BE CONDUCTED IN ACCORDANCE WITH CALIFORNIA LAW (INCLUDING THE RULES OF EVIDENCE), AND IN ALL REGARDS, THE APPOINTED REFEREE SHALL FOLLOW CALIFORNIA LAW APPLICABLE AT THE TIME OF THE JUDICIAL REFERENCE PROCEEDING. IN ACCORDANCE WITH SECTION 644 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE, THE DECISION OF THE APPOINTED REFEREE UPON THE WHOLE ISSUE OF THE DISPUTE MUST STAND AS THE DECISION OF THE COURT, AND UPON THE FILING OF

THE STATEMENT OF DECISION (WHICH SHALL INCLUDED FINDINGS OF FACT AND CONCLUSIONS OF LAW) WITH THE CLERK OF THE COURT, OR WITH THE JUDGE IF THERE IS NO CLERK, JUDGMENT MAY BE ENTERED THEREON IN THE SAME MANNER AS IF THE ACTION HAD BEEN TRIED BY THE COURT (IT BEING ACKNOWLEDGED BY THE PARTIES THAT SUCH DECISION SHALL BE APPEALABLE IN ACCORDANCE WITH THE PROVISIONS OF THE CALIFORNIA CODE OF CIVIL PROCEDURE). THE PARTIES SHALL PROMPTLY AND DILIGENTLY COOPERATE WITH ONE ANOTHER AND THE APPOINTED REFEREE, AND SHALL PERFORM SUCH ACTS AS MAY BE NECESSARY TO OBTAIN A PROMPT AND EXPEDITIOUS RESOLUTION OF THE DISPUTE IN ACCORDANCE WITH THE TERMS OF THIS SECTION 13.18. THE TERMS OF THIS SECTION 13.18 SHALL EXPRESSLY SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

- 13.19 Time.** All periods of time referred to in this Agreement shall include all Saturdays, Sundays, and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday, or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday, or state or national holiday.
- 13.20 Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid, or illegal.
- 13.21 Review of Form of Agreement.** Submission of this instrument for examination or signature by CUSD or Developer does not constitute an agreement to purchase all, or any portion of, the Property, and it is not effective as an Agreement, or otherwise, until approval, execution, and delivery by CUSD and Developer.
- 13.22 Survival of Warranties, Covenants, and Obligations.** The warranties, covenants, and obligations of CUSD and Developer under the provisions of this Agreement to the extent the same have not been fully performed, and excepting those covenants and obligations which have been extinguished by the expiration of a specified period of time, shall survive the Close of Escrow through which the purchase is consummated.
- 13.23 Recitals and Exhibits.** The Recitals and each exhibit attached hereto are a part of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2016

Capistrano Unified School District

By: _____

Print Name: _____

Print Title: _____

Dated: _____, 2016

**Pacific Point Development Partners LLC,
a Delaware limited liability company**

By: Taylor Morrison Pacific Point Holdings,
LLC, a Delaware limited liability company,
its Managing Member

By _____

Print Name: _____

Print Title: _____

Acceptance by Escrow Holder:

First American Title Company hereby acknowledges that it has received originally executed counterparts or a fully executed original (which may be via facsimile or email) of the foregoing Agreement and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Dated: _____, 2016

FIRST AMERICAN TITLE COMPANY

By: _____

Name: _____

Its Authorized Agent

Exhibit "A"
Legal Description

Real property in the City of San Juan Capistrano, County of Orange, State of California, described as follows:

PARCEL 1:

LOT 1 OF TRACT NO. 15687, AS PER MAP RECORDED IN BOOK 875, PAGES 1 THRU 5, INCLUSIVE, OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM, AN UNDIVIDED ONE-HALF INTEREST IN ALL THE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, IN, UPON AND UNDER SAID LAND, TOGETHER WITH THE INCOME ACCRUING HEREFROM, AS RESERVED BY HOWARD L. KRUM AND FAY WILSON KRUM, HUSBAND AND WIFE, BY DEED RECORDED JUNE 6, 1956, IN BOOK 3538, PAGE 550 OF OFFICIAL RECORDS, AND RERECORDED JULY 20, 1956, IN BOOK 3584, PAGE 339, OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL WATER RIGHTS AS DEDICATED TO THE CITY OF SAN JUAN CAPISTRANO ON THE MAP OF TRACT NO. 15687.

PARCEL 2:

EASEMENTS FOR SLOPE, GRADING, PAVING, DRAINAGE, DRAINAGE STRUCTURES, IRRIGATION AND PEDESTRIAN AND VEHICULAR INGRESS, EGRESS AND ACCESS PURPOSES INCLUDING PUBLIC UTILITIES AS GRANTED TO PACIFIC POINT DEVELOPMENT PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY IN THAT DOCUMENT RECORDED NOVEMBER 9, 2015 AS INSTRUMENT NO. 2015000579299 OF OFFICIAL RECORDS.

APN: 675-081-17

Exhibit “B”
List of Due Diligence Documents

1. Supplemental EIR (Final) Volume 1 2003-09-02.pdf
2. Supplemental EIR (Final) Volume 2 2003-09-02.pdf
3. 14196 Grading Plans.pdf
4. School Site Grading Cut-Fill.pdf
5. Tract 15687 Avenida California Street Imp Plans.pdf
6. Tract 15687 Avenida California Water PRS Sht 5A-5F.pdf
7. Tract 15687 Storm Drain Imp Plans Avenida California Doc58616.pdf
8. Tract 15687 Storm Drain Imp Plans Via La Jolla Doc62149.pdf
9. Tract 15687 Street Imp Plans Via La Jolla Doc51871.pdf
10. Tract 15687 Water and Sewer Imp Plans Avenida California Doc58625.pdf
11. Tract 15687 Water and Sewer Imp Plans Via La Jolla Doc62296.pdf
12. TTM 14196 12 inch Offsite Water Imp Plans Avenida Calita and Camino Las Ramblas.pdf
13. TTM 14196 Offsite Sewer Imp Plans (Lot 239) Doc57578.pdf
14. TTM 14196 Offsite Storm Drain Plans (School Site) Doc58615.pdf
15. TTM 14196 Storm Drain Imp Plans.pdf
16. Soils Subsidence Remediation Program Agreement 2005-11-09.pdf
17. Tract No. 15687, Lot 1 - Geotechnical Update Report 2014-07-14.docx.pdf
18. Tract No. 15687, Lot 1 - Geotechnical Update Report Response to LGC Review 2014-09-25.pdf
19. Tract No. 15687, Lot 1 - Geotechnical Update Report Settlement Data 2015-10-12.pdf
20. Tract No. 15687, Lot 1 - LGC Clarification re Work Plan 2014-10-14.msg
21. Tract No. 15687, Lot 1 - LGC Review Response 2014-8-12.pdf
22. Tract No. 15687, Lot 1 - LGC Review Response and Work Plan 2014-10-13.pdf n
23. Tract No. 15687, Lot 1 - LGC Review Response and Final Approval 2015-10-20.pdf
24. 2013-09-03 City Council Meeting Staff Report Attachment 1.pdf
25. 2013-09-03 City Council Meeting Agenda.htm
26. 2013-09-03 City Council Meeting Staff Report.pdf
27. 2013-09-03 City Council Meeting Staff Report Attachment 2.pdf
28. 2013-09-03 City Council Meeting Staff Report Attachment 3.pdf
29. 2013-09-03 City Council Meeting Staff Report Attachment 4.pdf
30. 2013-09-03 City Council Meeting Staff Report Attachment 6.pdf
31. 2014-01-14 City Council Meeting Minutes.pdf
32. 2014-01-14 City Council Meeting Staff Report.pdf
33. 2014-01-21 City Council Meeting PowerPoint.pdf
34. 2014-01-21 City Council Meeting Staff Report Attachment 1.pdf
35. 2014-01-21 City Council Meeting Staff Report Correspondence 1 thru 4.pdf
36. 2014-01-21 City Council Meeting Supplemental Staff Report.pdf
37. 2014-01-21 City County Meeting Staff Report Attachment 2.pdf
38. 2013-09-03 City Council Meeting PowerPoint.pdf

39. 201401-21 City Council Meeting Staff Report Attachments 3 thru 5.pdf
40. CDP missing pages to original file.pdf
41. CDP Page 78.pdf
42. Forster Canyon Planned Community Comprehensive Development Plan (CDP 81-01) Amended 2003-09-16.pdf
43. DA Agree Assignment and Assumption Doc 2015000260710.pdf
44. DA Agree Assignment and Assumption Reso 15-05-05-04.pdf
45. Development Agreement 92-492416 1992-07-23.pdf
46. Development Agreement Resolution 02-07-02-05 Extension.pdf
47. Amendment and Restatement of Development Agreement (City-SJD) 2004-07-16.pdf
48. 2014-05-06 Amendment to Amended and Restated Development Agreement 2014000203485.pdf
49. Pacific Point Estimate for School Site Cedar Fencing 2014-09-18.pdf
50. Recorded Operating Memorandum 7-17-14.pdf
51. Tract No. 15687 Lot 1 Wall-Fence Plan 2014-10-23.pdf
52. CEQA Project Description and Map.pdf
53. Request for Extension (2016-02-09).pdf
54. Conceptual Fuel Modification Plans (Approved 2016-02-16).pdf
55. Fire Protection (Approved 2016-02-02).pdf
56. Tract Map 15687 - PacPoint.pdf
57. TTM 14196 Grading, Erosion Control and Retaining Wall Plan.pdf
58. TTM 14196.pdf
59. TTM 15609 Grading and Erosion Control Plan.pdf
60. TTM 15609.pdf
61. Reso 03-09-16-06 VTTM 15609 2003-09-16.pdf
62. Reso 92-6-16-4 VTTM 14196 1992-06-16.pdf
63. Phase I ESA (2014-10-06).pdf
64. Preliminary Report – SCAL.pdf
65. Pacific Point - ALTA Survey (Sheet 1 of 11) 2015-05-15.pdf
66. Pacific Point - ALTA Survey (Sheet 2 of 11) 2015-05-15.pdf
67. Pacific Point - ALTA Survey (Sheet 3 of 11) 2015-05-15.pdf
68. Pacific Point - ALTA Survey (Sheet 4 of 11) 2015-05-15.pdf
69. Pacific Point - ALTA Survey (Sheet 5 of 11) 2015-05-15.pdf
70. Pacific Point - ALTA Survey (Sheet 6 of 11) 2015-05-15.pdf
71. Pacific Point - ALTA Survey (Sheet 7 of 11) 2015-05-15.pdf
72. Pacific Point - ALTA Survey (Sheet 8 of 11) 2015-05-15.pdf
73. Pacific Point - ALTA Survey (Sheet 9 of 11) 2015-05-15.pdf
74. Pacific Point - ALTA Survey (Sheet 10 of 11) 2015-05-15.pdf
75. Pacific Point - ALTA Survey (Sheet 11 of 11) 2015-05-15.pdf
76. Pacific Point - ALTA Survey (Sheets 1 through 11) 2015-05-15.pdf

Exhibit "C"
Grant Deed

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
THIS GRANT DEED AND ALL
TAX STATEMENTS TO:

[CUSD CONTACT INFO]

Attention: _____

(Space Above For Recorder's Use)

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$ _____

- ☐ Computed on full value of property conveyed, or
☐ Computed on full value less value of liens and encumbrances remaining at time of sale.
☐ Unincorporated area / ☐ City of San Juan Capistrano

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PACIFIC POINT DEVELOPMENT PARTNERS LLC, a Delaware limited liability company ("**Grantor**"), hereby grants to [____], a [____] ("**Grantee**"), the following described real property (the "**Land**") located in the City of San Juan Capistrano, Orange County, California:

SEE EXHIBIT A

SUBJECT TO: all matters of record affecting the real property described in Exhibit A attached hereto and made a part hereof, and all matters that would be disclosed by an accurate survey of the Land.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Grant Deed on the day and year hereafter written.

Dated: _____, 2015

GRANTOR:

PACIFIC POINT DEVELOPMENT PARTNERS
LLC, a Delaware limited liability company

By: Taylor Morrison Pacific Point Holdings,
LLC, a Delaware limited liability company,
its Managing Member

By: _____
Name: _____
Its: _____

EXHIBIT "A"

[TO THE GRANT DEED]

LEGAL DESCRIPTION OF THE LAND

Real property in the City of San Juan Capistrano, County of Orange, State of California, described as follows:

PARCEL 1:

LOT 1 OF TRACT NO. 15687, AS PER MAP RECORDED IN BOOK 875, PAGES 1 THRU 5, INCLUSIVE, OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM, AN UNDIVIDED ONE-HALF INTEREST IN ALL THE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, IN, UPON AND UNDER SAID LAND, TOGETHER WITH THE INCOME ACCRUING HEREFROM, AS RESERVED BY HOWARD L. KRUM AND FAY WILSON KRUM, HUSBAND AND WIFE, BY DEED RECORDED JUNE 6, 1956, IN BOOK 3538, PAGE 550 OF OFFICIAL RECORDS, AND RERECORDED JULY 20, 1956, IN BOOK 3584, PAGE 339, OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL WATER RIGHTS AS DEDICATED TO THE CITY OF SAN JUAN CAPISTRANO ON THE MAP OF TRACT NO. 15687.

PARCEL 2:

EASEMENTS FOR SLOPE, GRADING, PAVING, DRAINAGE, DRAINAGE STRUCTURES, IRRIGATION AND PEDESTRIAN AND VEHICULAR INGRESS, EGRESS AND ACCESS PURPOSES INCLUDING PUBLIC UTILITIES AS GRANTED TO PACIFIC POINT DEVELOPMENT PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY IN THAT DOCUMENT RECORDED NOVEMBER 9, 2015 AS INSTRUMENT NO. 2015000579299 OF OFFICIAL RECORDS.

APN: 675-081-17

**Exhibit “D”
Operating Memorandum**

[SEE ATTACHED]

**Exhibit “E”
Title Report**

[SEE ATTACHED]



MEMORANDUM

To: Clark Hampton
From: Keith Weaver *KW*
Date: March 14, 2016
Re: Board Documents on the Amendment of CFD 98-1A and Formation of CFD 98-1B

Clark, on March 23rd the Board will be asked to consider approval of resolutions and related legal documents on the amendment of CFD 98-1A and the intention to form CFD 98-1B for the Pacifica San Juan community. In preparation for the Board's consideration of these items, this memorandum briefly reviews the role of each of the primary documents.

Resolution Acknowledging Petition for CFD 98-1B and Authorizing Various Agreements

This resolution acknowledges receipt of a petition and approves several agreements. Each of these documents are discussed below:

Petition to Create CFD 98-1B

CUSD has received a petition from Pacific Point Development Partners (the landowner and developer) to form CFD 98-1B. This CFD will fund a share of the development mitigation for the new homes. The estimated bond amount to be issued by the CFD is \$11.5 million, and the resolution establishes a not-to-exceed amount of \$14.0 million. The boundaries of CFD 98-1B will cover just the new homes within Pacifica San Juan. The CFD will fund both school facilities and city infrastructure that serve the Pacifica San Juan community.

Deposit and Reimbursement Agreement

This agreement establishes a process where Pacific Point Development Partners will pay deposits to CUSD for upfront costs associated with forming CFD 98-1B. Upon the issuance of bonds, Pacific Point Development Partners will be reimbursed for the deposits they made.

Second Amended and Restated Joint Community Facilities Agreement

The joint community facilities agreement was originally approved in 1999, and then amended in 2004. This amendment in 2016 would constitute the second amendment to the agreement. It provides for the City to receive its share of the mitigation funding, and specifies the City infrastructure and facilities that can be acquired with the funding.

Amended and Restated Impact Mitigation Agreement

The impact mitigation agreement describes the mitigation funding to be received. It acknowledges the pay-as-you-go funds on hand that were received from taxes previously levied by crediting this toward the school mitigation amount. It calls for the issuance of bonds this year under CFD 98-1A, based on the existing 98 homes, at a tax levy that is reduced to 39.67% of the prior maximum. It further calls for the issuance of bonds in future years based on the new homes that are developed within CFD 98-1A, at the same 39.67% tax levy. Finally, it calls for the issuance of bonds under CFD 98-1B, which covers just the new homes, to help fund the new homes' share of

EXHIBIT 25

mitigation. The proceeds of the bonds, along with any pay-as-you-go funds received, are split between CUSD and the City at approximately 50%-50% up until the point that the mitigation is fully funded. The total mitigation provides \$13,801,000 to CUSD and \$13,800,000 to the City. Thereafter, to the extent taxes are not needed for repayment of the bonds, CUSD has the discretion to collect pay-as-you-go funds or reduce the tax levy.

Purchase and Sale Agreement

This agreement provides for CUSD to purchase land within the CFD. The land consists of 7.292 acres that is located outside, and below, the residential community. The purchase price of the property is set at \$6 million. The purchase must take place within nine months of CUSD receiving bond proceeds that, when combined with pay-as-you-go funds (excluding funds received that are allocated to the City), equal or exceed the purchase price. The estimated timeframe by which the purchase must occur is spring or summer 2018. If a sufficient amount of bonds are not issued, the contract expires on June 30, 2019, with an extension permitted by the developer. CUSD has the ability, with the developer's consent, to pursue re-entitlement of the site to a zoning of school and/or residential property. This can occur once the developer has completely vested with their entitlements (estimated to be late 2016). CUSD also has the ability, with the developer's consent, to assign its rights under the agreement to a developer or other third party.

Resolution of Intention to Establish CFD 98-1B

This resolution declares CUSD's intention to establish CFD 98-1B. The resolution sets a date for a public hearing at the Board meeting on May 11, 2016 and provides for an election where the landowner(s) within the CFD will vote on the approval of the CFD. It describes the facilities to be financed by the CFD. Finally, it includes a rate and method of apportionment of the CFD tax.

Rate and Method of Apportionment

The rate and method of apportionment describes how taxes levied within the CFD will be applied amongst the property owners. There will be six zones of taxes based on the different locations and housing products planned by the developer. Developed property is levied first, and undeveloped property is only levied to the extent required to pay debt service on the bonds. Property owners have the ability to prepay the tax. The tax has an expiration date of 40 years, beginning with FY 2016-17.

Resolution of Intention to Incur Debt Within CFD 98-1B

The resolution describes CUSD's intention to issue bonds to help fund the share of mitigation owed by new homes within CFD 98-1B. The bonds will finance school facilities and city infrastructure. The estimated bond amount is \$11.5 million, and the resolution establishes a not-to-exceed amount of \$14.0 million. The estimated term of the bonds is 30 years, and the resolution establishes a not-to-exceed term of 40 years.

Next Steps

At the May 11th Board meeting, a public hearing and election are scheduled to be held, and the Board will be asked to consider resolutions and related legal documents that form CFD 98-1B, reduce the tax under CFD 98-1A, and authorize the issuance of bonds.

Clark, please let us know if you have any questions or comments. Thank you.

KW/abm

RESOLUTION NO. 1516-46

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT OF
INTENTION TO ESTABLISH A COMMUNITY
FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY
OF SPECIAL TAXES**

**Community Facilities District No. 98-1B
of the Capistrano Unified School District (Pacifica San Juan)**

WHEREAS, the Board of Trustees (the “Board of Trustees”) of the Capistrano Unified School District (“CUSD”) has received a written petition (the “Petition”) from Pacific Point Development Partners LLC, a Delaware Limited Liability Company (the “Owner”) requesting the institution of proceedings for the establishment of a community facilities district (the “Community Facilities District”);

WHEREAS, the Owner has represented that it is the owner of all of the land proposed to be included within the Community Facilities District;

WHEREAS, under the Mello-Roos Community Facilities Act of 1982, as amended, constituting Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311 of the Government Code (the “Act”), the Board of Trustees is authorized to establish the Community Facilities District;

WHEREAS, Section 53314.9 of the Act provides that, at any time either before or after the formation of a community facilities district, the legislative body may accept advances of funds or work in-kind from any source, including, but not limited to, private persons or private entities and may provide, by resolution, for the use of those funds for any authorized purpose, including, but not limited to, paying any cost incurred by the local agency in creating a community facilities district;

WHEREAS, Section 53314.9 of the Act further provides that the legislative body may enter into an agreement, by resolution, with the person or entity advancing the funds, to repay all or a portion of the funds or, the value or cost of the work in-kind, whichever is less, advanced, as determined by the legislative body, with or without interest, under all the following conditions: (a) the proposal to repay the funds is included in both the resolution of intention to establish a community facilities district adopted pursuant to Section 53521 of the Act and in the resolution of formation to establish a community facilities district pursuant to Section 53325.1 of the Act, (b) any proposed special tax is approved by the qualified electors of the community facilities district pursuant to the Act, and (c) any agreement shall specify that if the qualified electors of the community facilities district do not approve the proposed special tax, the local agency shall return any funds which have not been committed for any authorized purpose by the time of the election to the person or entity advancing the funds;

WHEREAS, CUSD and the Owner are entering into a Deposit and Reimbursement Agreement, dated as of March 1, 2016 (the “Deposit Agreement”), that provides for the

advancement of funds or, the value or cost of the work in-kind, whichever is less, by the Owner to be used to pay costs incurred in connection with the creation of the Community Facilities District and the issuance of special tax bonds thereby, and provides for the reimbursement to the Owner of such funds or, the value or cost of the work in-kind, whichever is less, advanced, without interest, from the proceeds of any such bonds issued by the Community Facilities District; and

WHEREAS, CUSD desires to include in this Resolution, in accordance with Section 53314.9 of the Act, the proposal to repay funds pursuant to the Deposit Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Capistrano Unified School District as follows:

Section 1. The Board of Trustees hereby finds that the Petition is signed by the requisite number of owners of land proposed to be included in the Community Facilities District.

Section 2. The Board of Trustees proposes to establish a community facilities district under the terms of the Act. The boundaries of the territory proposed for inclusion in the Community Facilities District are described in the map showing the proposed Community Facilities District (the “Boundary Map”) on file with the Clerk of the Board of Trustees (the “Clerk”), which boundaries are hereby preliminarily approved and to which map reference is hereby made for further particulars. The Clerk is hereby directed to record, or cause to be recorded, the Boundary Map in the office of the Orange County Recorder within fifteen days of the date of adoption of this Resolution.

Section 3. The name proposed for the Community Facilities District is “Community Facilities District No. 98-1B of the Capistrano Unified School District (Pacifica San Juan).”

Section 4. The public facilities (the “Facilities”) proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption “Facilities” on Exhibit A hereto, which is by this reference incorporated herein. The incidental expenses proposed to be incurred are identified under the caption “Incidental Expenses” on Exhibit A hereto. All or any portion of the Facilities may be financed through a lease, lease-purchase, installment-purchase or other contractual arrangement.

Section 5. Except where funds are otherwise available, a special tax sufficient to pay for all Facilities, secured by recordation of a continuing lien against all nonexempt real property in the Community Facilities District, will be annually levied within the Community Facilities District. The rate and method of apportionment of the special tax (the “Rate and Method”), in sufficient detail to allow each landowner within the proposed Community Facilities District to estimate the maximum amount that such landowner will have to pay, is described in Exhibit B attached hereto, which is by this reference incorporated herein. The conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied are specified in the Rate and Method. The special tax will be collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as the Board of Trustees shall determine, including direct billing of the affected property owners.

Section 6. The tax year after which no further special tax will be levied in any fiscal year against any parcel used for private residential purposes is specified in the Rate and Method. Under no circumstances shall the special tax levied against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the Community Facilities District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. For purposes of this paragraph, a parcel shall be considered “used for private residential purposes” not later than the date on which an occupancy permit for private residential use is issued.

Section 7. Pursuant to Section 53344.1 of the Act, the Board of Trustees hereby reserves to itself the right and authority to allow any interested owner of property within the Community Facilities District, subject to the provisions of said Section 53344.1 and to those conditions as it may impose, and any applicable prepayment penalties as prescribed in the bond indenture or comparable instrument or document, to tender to the Community Facilities District treasurer in full payment or part payment of any installment of the special taxes or the interest or penalties thereon which may be due or delinquent, but for which a bill has been received, any bond or other obligation secured thereby, the bond or other obligation to be taken at par and credit to be given for the accrued interest shown thereby computed to the date of tender.

Section 8. The Board of Trustees hereby fixes Wednesday, May 11, 2016, at 7:00 p.m., or as soon thereafter as the Board of Trustees may reach the matter, at 33122 Valle Road, San Juan Capistrano, California, as the time and place when and where the Board of Trustees will conduct a public hearing on the establishment of the Community Facilities District.

Section 9. The Clerk is hereby directed to publish, or cause to be published, a notice of said public hearing one time in a newspaper of general circulation published in the area of the Community Facilities District. The publication of said notice shall be completed at least seven days prior to the date herein fixed for said hearing. Said notice shall contain the information prescribed by Section 53322 of the Act.

Section 10. The levy of said proposed special tax shall be subject to the approval of the qualified electors of the Community Facilities District at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in the Community Facilities District, with each owner having one vote for each acre or portion of an acre such owner owns in the Community Facilities District.

Section 11. Each officer of CUSD who is or will be responsible for providing one or more of the proposed types of Facilities is hereby directed to study, or cause to be studied, the proposed Community Facilities District and, at or before said public hearing, file a report with the Board of Trustees containing a brief description of the public facilities by type which will in his or her opinion be required to adequately meet the needs of the Community Facilities District, and his or her estimate of the cost of providing the Facilities. Such officers are hereby also directed to estimate the fair and reasonable cost of the Facilities proposed to be purchased as completed public facilities and of the incidental expenses proposed to be paid. Such report shall be made a part of the record of said public hearing.

Section 12. The Owner has heretofore advanced certain funds, and may advance additional funds, which have been or may be used to pay costs incurred in connection with the creation of the Community Facilities District and the issuance of special tax bonds thereby. The Board of Trustees proposes to repay all or a portion of such funds expended for such purpose, solely from the proceeds of such bonds, pursuant to the Deposit Agreement. The Deposit Agreement is hereby incorporated herein as though set forth in full herein.

Section 13. The officers, employees and agents of CUSD are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 14. This Resolution shall take effect immediately upon its adoption.

APPROVED and ADOPTED by the Board of Trustees of the Capistrano Unified School District on March 23, 2016.

President of the Board of Trustees of the
Capistrano Unified School District

ATTEST:

Clerk of the Board of Trustees of the
Capistrano Unified School District

EXHIBIT A

FACILITIES, COMPLETED FACILITIES AND INCIDENTAL EXPENSES

Facilities

Facilities owned and operated by the Capistrano Unified School District: elementary, middle, and/or high school facilities, school sites, central support and administrative facilities, transportation and special education facilities, including any incidental school administrative and transportation center improvements, and district vehicles.

Facilities owned and operated by the City of San Juan Capistrano: Street Improvements (including, but not limited to, A Street (consisting of streets now known as Avenida California and Vista Marina, curb and gutter, lighting, signalization, landscaping and monumentation on such streets, and the underlying sewer, water, and storm drain improvements), La Novia Avenue, Valle Road North, and Camino Capistrano), Storm Drain Improvements, Water and Sewer Improvements, Landscape and Lighting Improvements, Monuments, and City of San Juan Capistrano Development Impact Fees (including, but not limited to, fees for park, affordable housing, water capacity, water storage, water, street, systems development, agricultural preservation, sewer, signalization, and citywide development improvements).

Incidental Expenses

Incidental expenses proposed to be incurred include the following:

- (a) the cost of planning and designing public facilities to be financed, including the cost of environmental evaluations of those facilities;
- (b) the costs associated with the creation of the Community Facilities District, issuance of bonds, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District; and
- (c) any other expenses incidental to the construction, completion, and inspection of the authorized work.

EXHIBIT B

PROPOSED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

CLERK'S CERTIFICATE

I, _____, Clerk of the Capistrano Unified School District, do hereby certify as follows:

The foregoing resolution is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly held at the regular meeting place thereof on the 23rd day of March, 2016, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at 33122 Valle Road, San Juan Capistrano, California 92675, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: _____, 2016

Clerk of the Capistrano Unified School District

[SEAL]

**RATE AND METHOD OF APPORTIONMENT FOR
CAPISTRANO UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 98-1B
(PACIFICA SAN JUAN)**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in Capistrano Unified School District Community Facilities District No. 98-1B ("CFD No. 98-1B") and collected each Fiscal Year commencing in Fiscal Year 2016-2017, in an amount determined by the Board through the application of the appropriate Special Tax for "Developed Property," "Taxable Property Owner Association Property," "Taxable Public Property," "Taxable Religious Property" and "Undeveloped Property" as described below. All of the real property in CFD No. 98-1B, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 98-1B: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the School District or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the School District, CFD No. 98-1B or any designee thereof of complying with arbitrage rebate requirements; the costs to the School District, CFD No. 98-1B or any designee thereof of complying with School District, CFD No. 98-1B or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the School District, CFD No. 98-1B or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and the School District's annual administration fees, including, without limitation, expenses incurred in pursuit of State funding with respect to CFD No. 98-1B public facilities, and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the School District or CFD No. 98-1B for any other administrative purposes of CFD No. 98-1B, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's parcel number.

"Assigned Special Tax" means the Special Tax for Residential Property and Non-Residential Property, as determined in accordance with Section C below.

"Backup Special Tax" means the Special Tax applicable to each Assessor's Parcel of Developed Property, as determined in accordance with Section C below.

"Board" means the Board of Trustees of the Capistrano Unified School District, acting as the legislative body of CFD No. 98-1B.

"Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 98-1B under the Act.

"CFD Administrator" means an official of the School District, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 98-1B" means Capistrano Unified School District Community Facilities District No. 98-1B (Pacifica San Juan).

"County" means the County of Orange.

"Developed Property" means, for each Fiscal Year, all Taxable Property, exclusive of Taxable Property Owner Association Property, Taxable Public Property, or Taxable Religious Property, for which a building permit for new construction was issued prior to January 1 of the prior Fiscal Year.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit(s) was issued for a non-residential use.

"Outstanding Bonds" means all Bonds which remain outstanding.

"Property Owner Association Property" means any property within the boundaries of CFD No. 98-1B that is owned in fee or by easement, or dedicated to, a property owner association, including any master or sub-association.

"Proportionately" means for Developed Property that the ratio of the actual Special Tax levy to the Assigned Special Tax is equal for all Assessor's Parcels of Developed Property within CFD No. 98-1B. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor's Parcels of Undeveloped Property in CFD No. 98-1B. For Taxable Public Property, Taxable Property Owner Association Property and Taxable Religious Property, "Proportionately" means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor's Parcels of Taxable Public Property, Taxable Property Owner Association Property or Taxable Religious Property, as applicable.

"Public Property" means any property within the boundaries of CFD No. 98-1B that is used for rights-of-way or any other purpose and is owned by or dedicated to the federal government, the State of California, the County, the City of San Juan Capistrano, or any other public agency, provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.

"Religious Property" means all property within the boundaries of CFD No. 98-1B which is used primarily as a place of worship and is exempt from *ad valorem* property taxes because it is owned by a religious organization. Religious Property, without limitation, does not include any Assessor's Parcels used primarily for religious schools, day care centers, or congregate care facilities.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

"School District" means the Capistrano Unified School District.

"Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property, Taxable Public Property, and Taxable Religious Property to fund the Special Tax Requirement.

"Special Tax Requirement" means that amount required in any Fiscal Year for CFD No. 98-1B to: (i) pay debt service on all Outstanding Bonds; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay reasonable Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds established by the Indenture for all Outstanding Bonds; (v) pay directly for construction of facilities eligible under the Act to the extent that the inclusion of such amount does not result in a Special Tax levy on Undeveloped Property; and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special

Taxes levied in the previous Fiscal Year; (vii) less a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 98-1B which are not exempt from the Special Tax pursuant to law or Section E below.

"Taxable Property Owner Association Property" means all Assessor's Parcels of Property Owner Association Property that are not exempt pursuant to Section E below.

"Taxable Public Property" means all Assessor's Parcels of Public Property that are not exempt pursuant to Section E below.

"Taxable Religious Property" means all Assessor's Parcels of Religious Property that are not exempt pursuant to Section E below.

"Trustee" means the trustee or fiscal agent under the Indenture.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Property Owner Association Property, Taxable Public Property or Taxable Religious Property.

"Zone" means any one of the separate geographic areas within CFD No. 98-1B designated on the boundary map and on Exhibit A herein as: Zone 1, Zone 2, Zone 3, Zone 4, Zone 5, or Zone 6.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within CFD No. 98-1B shall be classified as Developed Property, Taxable Public Property, Taxable Property Owner Association Property, Taxable Religious Property or Undeveloped Property, and shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below.

The Assigned Special Tax for Residential Property shall be based on the Zone in which the Assessor's Parcel is located. The Assigned Special Tax for Non-Residential Property shall be based on the Zone in which the Assessor's Parcel is located and the Acreage of the Assessor's Parcel.

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

a. Maximum Special Tax

The Maximum Special Tax for each Assessor's Parcel classified as Developed Property within a particular Zone shall be the greater of (i) the

amount derived by application of the Assigned Special Tax for such Zone or (ii) the amount derived by application of the Backup Special Tax for such Zone.

b. Assigned Special Tax

The Assigned Special Tax for Residential Property and Non-Residential Property within each Zone for Fiscal Year 2016-2017 is shown below in Tables 1 and 2.

TABLE 1
Assigned Special Taxes for Residential Property
For Fiscal Year 2016-2017

Zone	Residential Property
1	\$2,299.53 per unit
2	\$2,458.28 per unit
3	\$2,845.48 per unit
4	\$4,217.04 per unit
5	\$939.87 per unit
6	\$2,530.10 per unit

TABLE 2
Assigned Special Taxes for Non-Residential Property
For Fiscal Year 2016-2017

Zone	Non-Residential Property
1	\$9,987 per Acre
2	\$13,027 per Acre
3	\$11,265 per Acre
4	\$10,275 per Acre
5	\$18,896 per Acre
6	\$32,308 per Acre

c. Multiple Land Use Categories

In some instances an Assessor's Parcel may contain both Undeveloped Property and Developed Property or both Residential Property and Non-

Residential Property.

In such cases, the Acreage of the Assessor's Parcel shall be allocated between Developed Property and Undeveloped Property based on the portion of the Assessor's Parcel for which building permits had been issued prior to January 1 of the prior Fiscal Year and the portion of the Assessor's Parcel for which building permits had not been issued prior to January 1 of the prior Fiscal Year. The Acreage that is considered Developed Property shall be allocated between Residential Property and Non-Residential Property based on the site plan. The Maximum Special Tax that can be levied on such Assessor's Parcel shall be the sum of the Maximum Special Tax that can be levied on each type of property located on that Assessor's Parcel.

d. Backup Special Tax

The Backup Special Tax in CFD No. 98-1B shall equal an amount per Acre for each Zone as shown below in Table 3.

TABLE 3
Backup Special Tax
For Fiscal Year 2016-2017

Zone	FY 2016-2017 Backup Special Tax
1	\$9,987 per Acre
2	\$13,027 per Acre
3	\$11,265 per Acre
4	\$10,275 per Acre
5	\$18,896 per Acre
6	\$32,308 per Acre

e. Increase in the Assigned Special Tax and the Backup Special Tax

On each July 1, commencing on July 1, 2017, the Assigned Special and the Backup Special Tax shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

2. Undeveloped Property, Taxable Property Owner Association Property, Taxable Public Property and Taxable Religious Property

a. Maximum Special Tax

The Maximum Special Tax for Undeveloped Property, Taxable Property

Owner Association Property, Taxable Public Property and Taxable Religious Property within each Zone is shown below in Table 4.

TABLE 4
Maximum Special Tax for Undeveloped Property, Taxable Property Owner Association Property, Taxable Public Property, and Taxable Religious Property
For Fiscal Year 2016-2017

Zone	FY 2016-2017 Maximum Special Tax
1	\$9,987 per Acre
2	\$13,027 per Acre
3	\$11,265 per Acre
4	\$10,275 per Acre
5	\$18,896 per Acre
6	\$32,308 per Acre

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2017, the Maximum Special Tax for Undeveloped Property, Taxable Property Owner Association Property, Taxable Public Property, and Taxable Religious Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2016-2017 and for each following Fiscal Year, the Board shall levy the Special Tax until the amount of Special Taxes equals the Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

First: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax.

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Special Tax for Undeveloped Property.

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property whose Maximum Special Tax is determined through the application of

the Backup Special Tax shall be increased in equal percentages from the Assigned Special Tax up to the Maximum Special Tax for each such Assessor's Parcel.

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property, Taxable Public Property and Taxable Religious Property at up to the Maximum Special Tax for Taxable Property Owner Association Property, Taxable Public Property and Taxable Religious Property.

Notwithstanding the above, under no circumstances will the Special Tax levied in a Fiscal Year against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 98-1B. To the extent that the levy of the Special Tax on Residential Property is limited by the provision in the previous sentence, the levy of the Special Tax on all other Assessor's Parcels shall continue in equal percentages at up to 100% of the Maximum Special Tax.

E. EXEMPTIONS

There shall be no exemptions for property in Zone 1, Zone 2, Zone 3, and Zone 4.

No Special Tax shall be levied on Property Owner Association Property, Public Property, and/or Religious Property in Zone 5 and Zone 6 at up to the Acreage amounts shown in Table 5 below:

TABLE 5

Zone	Exempt Acreage
5	2.89 Acres
6	4.56 Acres

Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property within Zone 5 and Zone 6 become Property Owner Association Property, Public Property or Religious Property. However, should an Assessor's Parcel no longer be classified as Property Owner Association Property, Public Property or Religious Property, its tax-exempt status will be revoked.

Property Owner Association Property, Public Property or Religious Property that is not exempt from Special Taxes under this section shall be subject to the levy of the Special Tax and shall be taxed Proportionately as part of the fourth step in Section D above, at up to 100% of the applicable Maximum Special Tax for Taxable Property Owner Association Property, Taxable Public Property or Taxable Religious Property.

F. REVIEW/APPEAL COMMITTEE

Any taxpayer may file a written appeal of the Special Tax levied on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the calculation of the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Board by filing a written notice of appeal with the clerk of the Board, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

Interpretations may be made by the Board by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

G. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 98-1B may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section H:

"CFD Public Facilities" means either \$11.5 million in 2016 dollars, which shall increase by the Construction Inflation Index on July 1, 2017, and on each July 1 thereafter, or such lower number as (i) shall be determined by the CFD Administrator as sufficient to provide the public facilities to be provided by CFD No. 98-1B under the authorized financing program for CFD No. 98-1B, or (ii) shall be determined by the Board concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment as described in Section D.

"Construction Fund" means an account specifically identified in the Indenture to hold funds which are currently available for expenditure to acquire or construct public facilities eligible under the Act.

"Construction Inflation Index" means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published,

the Construction Inflation Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the CFD Public Facilities minus (i) public facility costs previously paid from the Construction Fund; (ii) moneys currently on deposit in the Construction Fund; and (iii) moneys currently on deposit in an escrow fund, if any, that are expected to be available to finance public facilities costs.

"Outstanding Bonds" means all Previously Issued Bonds which are deemed to be outstanding under the Indenture after the first interest and/or principal payment date following the current Fiscal Year.

"Previously Issued Bonds" means all Bonds that have been issued by CFD No. 98-1B prior to the date of prepayment.

1. Prepayment in Full

All Assessor's Parcels of Developed Property and Assessor's Parcels of Undeveloped Property for which a building permit has been issued may be prepaid. The Special Tax obligation applicable to such Assessor's Parcel in CFD No. 98-1B may be fully prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel or any other Assessor's Parcel owned by such owner at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator will charge a fee to the owner requesting prepayment for providing this figure. Prepayment must be made not less than 45 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture.

The Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
less	<u>Capitalized Interest Credit</u>
Total: equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

Paragraph No.:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
2. For Assessor's Parcels of Developed Property compute the Assigned Special Tax and Backup Special Tax applicable for the Assessor's Parcel to be prepaid. For Assessor's Parcels of Undeveloped Property (for which a building permit has been issued), compute the Assigned Special Tax and Backup Special Tax for that Assessor's Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for that Assessor's Parcel.
3. (a) Divide the Assigned Special Tax computed pursuant to paragraph 2 by the total estimated Assigned Special Taxes for the entire CFD No. 98-1B based on the Developed Property Special Taxes which could be charged in the current Fiscal Year on all expected development through buildout of CFD No. 98-1B, excluding any Assessor's Parcels which have been prepaid, and

(b) Divide the Backup Special Tax computed pursuant to paragraph 2 by the estimated Backup Special Taxes at buildout of CFD No. 98-1B using the Backup Special Tax amount for the current Fiscal Year, excluding any Assessor's Parcels which have been prepaid.
4. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").
6. Compute the current Future Facilities Costs.
7. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").
8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.
9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.
10. Compute the minimum amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount

and the Administrative Fees and Expenses from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.

11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").
12. Verify the administrative fees and expenses of No. 98-1B, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").
13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.
14. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the "Capitalized Interest Credit").
15. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Prepayment Amount").
16. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13 and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall be deposited into the Construction Fund. The amount computed pursuant to paragraph 12 shall be retained by CFD No. 98-1B.

The Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such cases, the increment above \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid, the Board shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and

the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

2. Prepayment in Part

The Maximum Special Tax on an Assessor's Parcel of Developed Property or an Assessor's Parcel of Undeveloped Property for which a building permit has been issued may be partially prepaid. The amount of the prepayment shall be calculated as in Section H.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (P_E - A) \times F + A$$

These terms have the following meaning:

PP = the partial prepayment

P_E = the Prepayment Amount calculated according to Section H.1

F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Maximum Annual Special Tax.

A = the Administration Fees and Expenses from Section H.1

The owner of an Assessor's Parcel who desires to partially prepay the Maximum Special Tax shall notify the CFD Administrator of such owner's intent to partially prepay the Maximum Special Tax and the percentage by which the Maximum Special Tax shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Maximum Special Tax for an Assessor's Parcel within 30 days of the request and will charge a fee to the owner requesting prepayment for providing this figure.

With respect to any Assessor's Parcel that is partially prepaid, the School District shall (i) distribute the funds remitted to it according to Paragraph 16 of Section H.1. and (ii) indicate in the records of CFD No. 98-1B that there has been a partial prepayment of the Maximum Special Tax and that a portion of the Maximum Special Tax equal to the outstanding percentage $(1.00 - F)$ of the remaining Maximum Special Tax shall continue to be authorized to be levied on such Assessor's Parcel pursuant to Section D.

Notwithstanding the foregoing, no full or partial Special Tax prepayment shall be allowed unless the amount of Assigned Special Taxes that may be levied on Taxable Property within CFD No. 98-1B both prior to and after the proposed prepayment, less expected Administrative Expenses, is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.



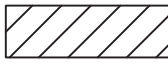
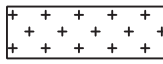




I. TERM OF SPECIAL TAX

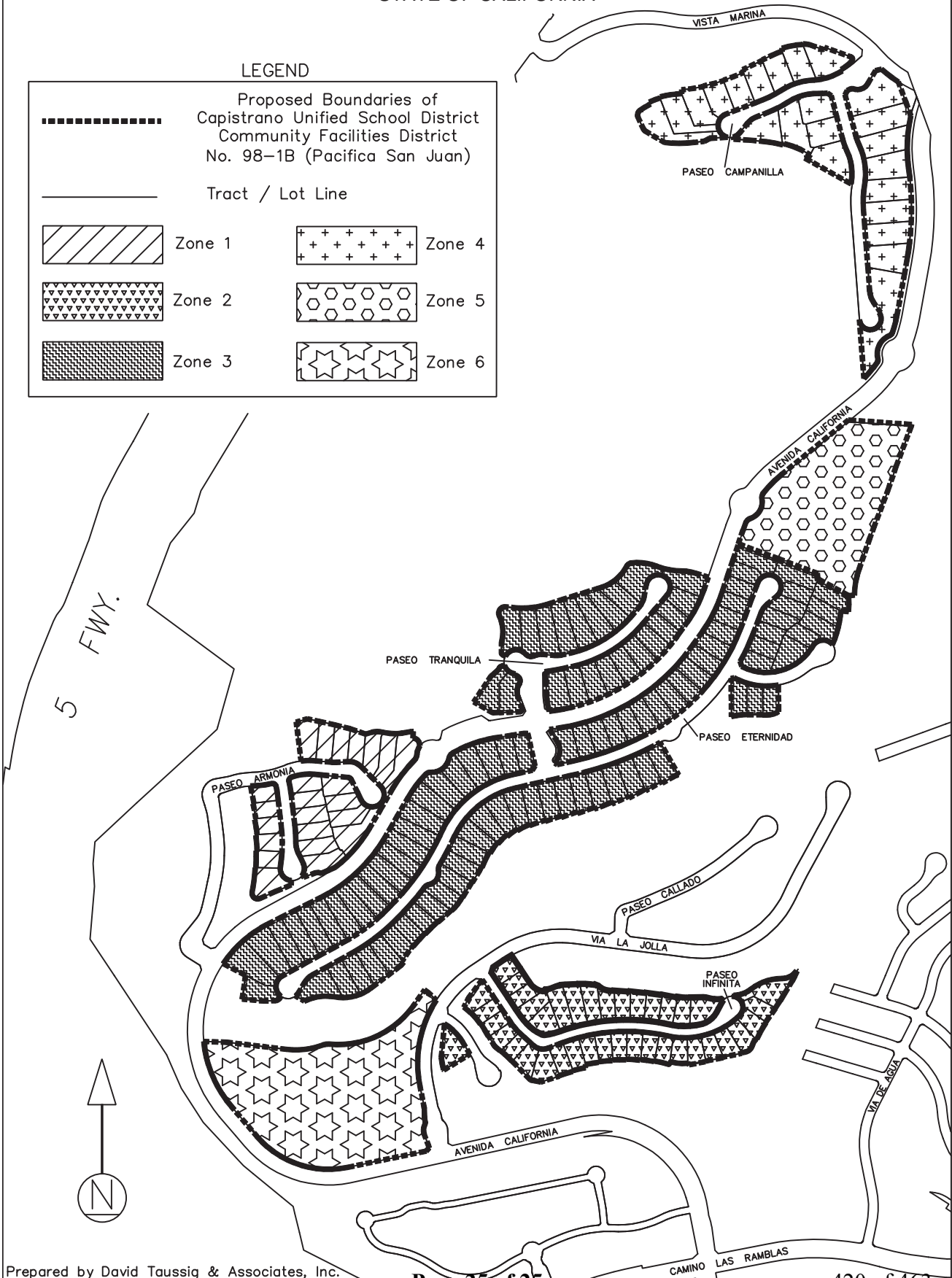
The Special Tax shall be levied each year to fully satisfy the Special Tax Requirement, but in no event shall it be levied after Fiscal Year 2055-56.

EXHIBIT A
ZONE DESIGNATION

PROPOSED BOUNDARIES OF
 CAPISTRANO UNIFIED SCHOOL DISTRICT
 COMMUNITY FACILITIES DISTRICT NO. 98-1B
 (PACIFICA SAN JUAN)
 COUNTY OF ORANGE
 STATE OF CALIFORNIA

LEGEND

	Proposed Boundaries of Capistrano Unified School District Community Facilities District No. 98-1B (Pacifica San Juan)	
	Tract / Lot Line	
	Zone 1	 Zone 4
	Zone 2	 Zone 5
	Zone 3	 Zone 6





MEMORANDUM

To: Clark Hampton
From: Keith Weaver *KW*
Date: March 14, 2016
Re: Board Documents on the Amendment of CFD 98-1A and Formation of CFD 98-1B

Clark, on March 23rd the Board will be asked to consider approval of resolutions and related legal documents on the amendment of CFD 98-1A and the intention to form CFD 98-1B for the Pacifica San Juan community. In preparation for the Board's consideration of these items, this memorandum briefly reviews the role of each of the primary documents.

Resolution Acknowledging Petition for CFD 98-1B and Authorizing Various Agreements

This resolution acknowledges receipt of a petition and approves several agreements. Each of these documents are discussed below:

Petition to Create CFD 98-1B

CUSD has received a petition from Pacific Point Development Partners (the landowner and developer) to form CFD 98-1B. This CFD will fund a share of the development mitigation for the new homes. The estimated bond amount to be issued by the CFD is \$11.5 million, and the resolution establishes a not-to-exceed amount of \$14.0 million. The boundaries of CFD 98-1B will cover just the new homes within Pacifica San Juan. The CFD will fund both school facilities and city infrastructure that serve the Pacifica San Juan community.

Deposit and Reimbursement Agreement

This agreement establishes a process where Pacific Point Development Partners will pay deposits to CUSD for upfront costs associated with forming CFD 98-1B. Upon the issuance of bonds, Pacific Point Development Partners will be reimbursed for the deposits they made.

Second Amended and Restated Joint Community Facilities Agreement

The joint community facilities agreement was originally approved in 1999, and then amended in 2004. This amendment in 2016 would constitute the second amendment to the agreement. It provides for the City to receive its share of the mitigation funding, and specifies the City infrastructure and facilities that can be acquired with the funding.

Amended and Restated Impact Mitigation Agreement

The impact mitigation agreement describes the mitigation funding to be received. It acknowledges the pay-as-you-go funds on hand that were received from taxes previously levied by crediting this toward the school mitigation amount. It calls for the issuance of bonds this year under CFD 98-1A, based on the existing 98 homes, at a tax levy that is reduced to 39.67% of the prior maximum. It further calls for the issuance of bonds in future years based on the new homes that are developed within CFD 98-1A, at the same 39.67% tax levy. Finally, it calls for the issuance of bonds under CFD 98-1B, which covers just the new homes, to help fund the new homes' share of

EXHIBIT 26

mitigation. The proceeds of the bonds, along with any pay-as-you-go funds received, are split between CUSD and the City at approximately 50%-50% up until the point that the mitigation is fully funded. The total mitigation provides \$13,801,000 to CUSD and \$13,800,000 to the City. Thereafter, to the extent taxes are not needed for repayment of the bonds, CUSD has the discretion to collect pay-as-you-go funds or reduce the tax levy.

Purchase and Sale Agreement

This agreement provides for CUSD to purchase land within the CFD. The land consists of 7.292 acres that is located outside, and below, the residential community. The purchase price of the property is set at \$6 million. The purchase must take place within nine months of CUSD receiving bond proceeds that, when combined with pay-as-you-go funds (excluding funds received that are allocated to the City), equal or exceed the purchase price. The estimated timeframe by which the purchase must occur is spring or summer 2018. If a sufficient amount of bonds are not issued, the contract expires on June 30, 2019, with an extension permitted by the developer. CUSD has the ability, with the developer's consent, to pursue re-entitlement of the site to a zoning of school and/or residential property. This can occur once the developer has completely vested with their entitlements (estimated to be late 2016). CUSD also has the ability, with the developer's consent, to assign its rights under the agreement to a developer or other third party.

Resolution of Intention to Establish CFD 98-1B

This resolution declares CUSD's intention to establish CFD 98-1B. The resolution sets a date for a public hearing at the Board meeting on May 11, 2016 and provides for an election where the landowner(s) within the CFD will vote on the approval of the CFD. It describes the facilities to be financed by the CFD. Finally, it includes a rate and method of apportionment of the CFD tax.

Rate and Method of Apportionment

The rate and method of apportionment describes how taxes levied within the CFD will be applied amongst the property owners. There will be six zones of taxes based on the different locations and housing products planned by the developer. Developed property is levied first, and undeveloped property is only levied to the extent required to pay debt service on the bonds. Property owners have the ability to prepay the tax. The tax has an expiration date of 40 years, beginning with FY 2016-17.

Resolution of Intention to Incur Debt Within CFD 98-1B

The resolution describes CUSD's intention to issue bonds to help fund the share of mitigation owed by new homes within CFD 98-1B. The bonds will finance school facilities and city infrastructure. The estimated bond amount is \$11.5 million, and the resolution establishes a not-to-exceed amount of \$14.0 million. The estimated term of the bonds is 30 years, and the resolution establishes a not-to-exceed term of 40 years.

Next Steps

At the May 11th Board meeting, a public hearing and election are scheduled to be held, and the Board will be asked to consider resolutions and related legal documents that form CFD 98-1B, reduce the tax under CFD 98-1A, and authorize the issuance of bonds.

Clark, please let us know if you have any questions or comments. Thank you.

KW/abm

RESOLUTION NO. 1516-47

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT TO INCUR BONDED INDEBTEDNESS OF THE PROPOSED COMMUNITY FACILITIES DISTRICT NO. 98-1B OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (PACIFICA SAN JUAN)

WHEREAS, the Board of Trustees (the “Board of Trustees”) of the Capistrano Unified School District (“CUSD”) has this date adopted its Resolution entitled “A Resolution of the Board of Trustees of the Capistrano Unified School District of Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes,” stating its intention to form Community Facilities District No. 98-1B of the Capistrano Unified School District (Pacifica San Juan) (the “Community Facilities District”) pursuant to the Mello-Roos Community Facilities Act of 1982 (the “Act”) for the purpose of financing certain public facilities (the “Facilities”), as further provided in said Resolution; and

WHEREAS, in order to finance the Facilities it is necessary to incur bonded indebtedness in the amount of up to \$14,000,000;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Capistrano Unified School District as follows:

Section 1. The Board of Trustees hereby declares that in order to finance the Facilities, it is necessary to incur bonded indebtedness.

Section 2. The purpose for which the proposed debt is to be incurred is to provide the funds necessary to pay the costs of the Facilities, including construction costs and all costs incidental to, or connected with, the accomplishment of said purpose and of the financing thereof, as permitted by Section 53345.3 of the Act.

Section 3. The maximum amount of the proposed debt is \$14,000,000.

Section 4. The Board of Trustees hereby fixes Wednesday, May 11, 2016, at 7:00 p.m., or as soon thereafter as the Board of Trustees may reach the matter, at 33122 Valle Road, San Juan Capistrano, California, as the time and place when and where the Board of Trustees will conduct a public hearing on the proposed debt issue.

Section 5. The Clerk of the Board of Trustees is hereby directed to publish, or cause to be published, a notice of said public hearing one time in a newspaper of general circulation published in the area of the Community Facilities District. The publication of said notice shall be completed at least seven days prior to the date herein set for said public hearing. Said notice shall contain the information prescribed by Section 53346 of the Act.

Section 6. The officers, employees and agents of CUSD are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 7. This Resolution shall take effect immediately upon its adoption.

APPROVED and ADOPTED by the Board of Trustees of the Capistrano Unified School District on March 23, 2016.

President of the Board of Trustees of the
Capistrano Unified School District

ATTEST:

Clerk of the Board of Trustees of the
Capistrano Unified School District

CLERK'S CERTIFICATE

I, _____, Clerk of the Capistrano Unified School District, do hereby certify as follows:

The foregoing resolution is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly held at the regular meeting place thereof on the _____ day of _____, 2016, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at 33122 Valle Road, San Juan Capistrano, California 92675, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: _____, 2016

Clerk of the Capistrano Unified School District

[SEAL]

**AMENDMENT 1 TO EASEMENT AGREEMENT BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND WIRELESSCO, L.P.**

March 23, 2016

This AMENDMENT (Amendment) hereby amends, effective March 23, 2016, the EASEMENT AGREEMENT (Easement) made and entered on or about May 14, 2000, by and between the Capistrano Unified School District, a public school district organized and existing pursuant to California law (hereinafter, Grantor), and Sprint PCS (hereinafter, Grantee), as follows:

1. Term of Lease. Section 4 of the Easement is hereby modified to reflect that the term of the Easement, previously due to expire on or about June 30, 2016, is hereby extended to July 31, 2017.

2. Effect of Original Easement. All other terms and conditions of the Easement, except as changed by this Amendment, shall remain unchanged and in full force and effect for the duration and term of the Easement as modified by this Amendment. In the event of a conflict between this Amendment and the Easement, the terms of this Amendment shall control.

3. Due Authority. Each individual signing this Amendment represents and warrants that they have been authorized, by appropriate action of the party they represent, to execute this Amendment on such party's behalf.

4. Waiver. No waiver of the breach of any of the covenants of this Amendment shall be construed or held to be a waiver of any other breach or waiver, or acquiescence on or consent to, any further succeeding breach of the same covenant.

5. Entire Agreement. This Amendment constitutes the entire understanding and agreement between the Grantor and Grantee with respect to the modification of the Easement, and all prior and contemporaneous agreements, representations and understandings of such parties relating to such subject matter, oral or written, are hereby superseded and replaced.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement. For purposes of this Section, facsimile and/or electronic copies shall bear as originals.

7. Applicable Law. Any dispute arising as to the validity, enforceability or interpretation of this lease shall be governed by the laws of the State of California, U.S.A.

In witness of the foregoing, each of the undersigned execute this Lease Extension on behalf of the party he or she represents.

CAPISTRANO UNIFIED SCHOOL DISTRICT

SPRINT PCS

Date: _____, 2016

Date: _____, 2016

By: _____
Kirsten M. Vital,
Superintendent

By: _____
Title: _____

January 14, 2016

Mr. John Forney
Executive Director Facilities, Maintenance and Operations
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, Ca. 92675

Re: Dana Hills High School, 33333 Golden Lantern, Dana Point, Ca.
Sprint wireless Facility – Site Lease Termination Date Extension

Dear Mr. Forney;

Thank you for speaking with me about his matter. To summarize our conversation, Sprint has a wireless facility in place on the property of Dana Hills High School. Recently the School District sent a Notice Letter to Sprint, in care of "Black Dot Wireless", advising that the Board had made a determination to not renew any existing cellular towers on the school property. Unfortunately, the notice to Sprint from "Black Dot Wireless" was not received in Sprint's office until approximately mid-November, 2015.

Sprint will do their best to relocate their site as per the Board's wishes, and Sprint recently contacted me to find an acceptable alternate location. I have started my search for a new location, but this part of the work is still very preliminary.

On average, it takes approximately 18 months to 1) find a suitable site, 2) obtain property owner approval of design and leasing terms, 3) prepare plans, 4) obtain all governing and jurisdictional approvals, 5) to obtain the BP, 6) to construct the site, and 7) get it cleared by the FCC and E911 - before it is ready to 'turn on'.

Sprint's current Lease is due to expire on or about June 30th, 2016. It is truly impossible to find and relocate the site in the remaining 5 months of the current Leases term. It was noted in the termination letter, that the Board would consider Sprint's request for an extended time period if they believed they would need additional time to relocate the site.

Therefore, I am beseeching the Board's understanding and approval to extend the current Lease termination date to July 31, 2017, a date that gives Sprint approximately 18 months, the average time needed, to accomplish a successful relocation of the site. Without that extension of time, Sprint will risk having to 'shut down' the existing site for nearly a year before they can relocate to a new location. Your willingness to work with us on this request is greatly appreciated, and I "Thank You" in advance for your help.

If you wish to have me meet with you personally, or need any additional information, please feel free to contact me directly at 949-842-4495, or via email at colleen.khouri@eukongroup.com.

Thank you Very Much.

Best Regards,
Colleen Khouri, Project Manager
Eukon Group, On behalf of Sprint PCS
949-842-4495

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is entered in to this 14 day of MAY, 2000 between WirelessCo, L.P., with an address at c/o Sprint Spectrum, L.P., 4683 Chabot Drive, Suite 100, Pleasanton, CA 94588 ("Grantee") and CAPISTRANO UNIFIED SCHOOL DISTRICT OF ORANGE COUNTY, CALIFORNIA, a body politic, with an address at 32972 Calle Perfecto, San Juan Capistrano, CA 92675 ("Grantor").

WHEREAS, Grantor is the owner of certain real property, located at Dana Hills High School, in the City of Dana Point, County of Orange, State of California, commonly known as 33333 Golden Lantern (hereinafter referred to as the "Property");

WHEREAS, Grantee desires to obtain exclusive and non-exclusive easements over a portion of the Property (hereinafter the "Easement Property") as more particularly described in Section 1 (b) below, together with a non-exclusive easement for access and utilities;

WHEREAS Grantor has granted non-exclusive easements to Nextel Communications ("Nextel") over portions of the Easement Property for purposes of constructing, maintaining and using an antenna tower (the "Tower") and such easements have been assigned to Tower Asset Sub, Inc., a Delaware corporation, ("Tower Asset Sub"); and

WHEREAS, it is contemplated that Grantee will lease space on the Tower from Tower Asset Sub to support some of Grantee's Easement Facilities (as defined below);

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Easement Property.

(a) The legal description of the Property is contained in Exhibit A annexed hereto and by this reference incorporated herein.

(b) The Easement Property is comprised of an approximately ten (10) foot by twenty (20) foot area in which to place certain ground equipment (the "Ground Equipment Area") and approximately seventeen (17) foot by fourteen (14) foot area in which the Tower has been constructed (the "Tower Area"). The access and utility area is comprised of a fifteen (15) foot wide area extending from the Easement Property to the nearest public right-of-way (the "Access and Utility Area"). The Easement Property and the Access and Utility Area are more specifically described in Exhibit B attached hereto and by this reference incorporated herein.

(c) Grantor and Grantee agree that the Easement Property and the Access and Utility Area shall be surveyed by a licensed surveyor at the sole cost of Grantee and the survey shall become a part hereof and shall control the description of the Easement Property, the Access and Utility Area, and the description contained in Paragraph 1(b), above.

2. Use.

(a) The Easement Property may be used by Grantee for any lawful activity in connection with the provision of mobile communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies, and for the construction, maintenance and operation of necessary facilities, including but not limited to, antennas mounted on the Tower and the ground equipment in the Ground Equipment Area.

(b) Grantor agrees to cooperate with Grantee, at Grantee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals and or consents that may be required

for Grantee's intended use of the Easement Property. If any application or request by Grantee for any such certificate, permit, license, consent or approval is finally denied or rejected, or if any such certificate, permit, license or approval is canceled, or expires, or lapses or is otherwise withdrawn or terminated by any governmental authority, or if, due to technological changes or for any other reason, Grantee, in its sole discretion, determines that it will be unable to use the Property for the intended purposes, then Grantee shall have the right to terminate this Agreement upon written notice to Grantor, subject to the termination provisions contained herein.

3. Grant of Easement.

(a) Grantor hereby grants to Grantee the following easements:

(i) an exclusive easement over and across the Ground Equipment Area, as depicted in Exhibit "B", for purposes of constructing, operating, maintaining, repairing and replacing Easement Facilities (as defined in Section 6(a) below) excepting Grantee's antennas and related improvements which are to be installed on the Tower Area;

(ii) a non-exclusive easement over and across the Tower Area, as depicted in Exhibit "B", for purposes of constructing, operating, maintaining, repairing and replacing Grantee's antennas and related improvements;

(iii) a non-exclusive easement over and across the Access and Utility Area, as depicted in Exhibit "B", for vehicular and pedestrian ingress and egress to and from the Easement Property; and

(iv) a non-exclusive easement over, across and under the Access and Utility Area, as depicted in Exhibit "B", for purposes of installing, maintaining, repairing, replacing and using utility facilities and related improvements in connection with Grantee's use of the Easement Property including, without limitation, electrical and telephone facilities.

(b) The preceding uses of the Easement Property shall hereinafter be referred to as the "Easement Purposes". Grantor hereby expressly authorizes the use of the Property by Grantee for the Easement Purposes.

4. Term.

(a) The term of this Agreement shall be five (5) years commencing on the date Grantee sends written notice to Grantor that it is commencing construction of the Easement Facilities or no later than twelve (12) months following the full execution of this Agreement, whichever first occurs (the "Easement Commencement Date") and terminating on the fifth (5th) anniversary of the Easement Commencement Date (the "Term").

(b) Grantee shall have the right to extend the Term for two (2) successive five (5) year periods ("Renewal Terms") and the Term shall be automatically extended for such Renewal Terms unless Grantee notifies Grantor of its intention not to renew by providing Grantor sixty (60) days written notice thereof prior to the expiration of the Term or prior Renewal Term.

5. Easement Fee.

(a) In consideration of the rights granted by Grantor herein, Grantee agrees to pay to Grantor as the fee for use of this Easement ("Easement Fee"), SIXTY-SEVEN THOUSAND TWO HUNDRED and no/100 DOLLARS (\$67,200) on the date that construction begins on the Easement Facilities (as defined in Section 6 (a) below), which shall be the Easement Fee for the first forty-eight (48) months of the Term. For the purpose of the preceding sentence, construction shall be deemed to have begun when (i) all permits necessary for construction of the site have been issued, (ii) all permits and certifications required for the Tower, including but not limited to the appropriate certification of the Division of State Architecture of the Department of General Services, have been received by Tower Asset Sub and copies provided to Grantee and (iii) Grantee has moved any construction

equipment on to the Property. No portion of such sum shall be refundable in the event of termination of this Agreement for any reason.

(b) In addition to the Easement Fee set forth in Paragraph (a) above, and commencing at the beginning of the forty-ninth (49th) month following the Easement Commencement Date, and on the first day of each month thereafter, Grantee agrees to pay to Grantor as the Easement Fee the sum of One Thousand Five Hundred Seventy-Four and 81/100 Dollars (\$1,574.81) per month. The Easement Fee shall be increased on each anniversary of the Easement Commencement Date thereafter by four percent (4%) of the Easement Fee in effect for the previous year. The Easement Fee for any fractional month at the end of the term shall be prorated. The Easement Fee shall be payable to Grantor at 32972 Calle Perfecto, San Juan Capistrano, CA 92675; Attention: Facilities/Planning.

(c) Within thirty (30) days after execution of this Agreement by Grantor, Grantee shall pay to Grantor a one time payment of Two Thousand Five Hundred Dollars (\$2,500.00), which amount shall be in addition to the amounts provided for in Sections 5(a) and 5(b) above and not in lieu of or on account of such amounts.

6. Improvements; Liability; Utilities; Access.

(a) Grantee has the right to erect, maintain and operate on the Easement Property radio communications facilities, including, but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and improvements ("Easement Facilities"). Additionally, Grantee has the right to construct a security fence around the perimeter of the Easement Property. Said fence shall be eight (8) feet in height. Grantee shall not make any improvements to the Easement Property in connection with the Easement Purposes or otherwise unless the plans and specifications therefor are first approved in writing by Grantor, except that improvements subsequent to the initial installation shall not require prior written approval if such subsequent improvements merely involve changing the components inside the equipment cabinets, or repairing any part of the ground equipment or antennas or the interconnecting wiring and cables. Such written approval shall not be unreasonably withheld or delayed. In the event Grantor fails to respond to Grantee's request for approval within seven (7) business days after Grantor's signed receipt of the written request, such non-response shall be deemed to be an approval. In connection therewith, Grantee has the right to do all work necessary to prepare, maintain and alter the Easement Property for Grantee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Grantee's construction and installation work ("Grantee's Work") shall be performed at Grantee's sole cost and expense and in a good and workmanlike manner applying DSA standards as required. Title to the Easement Facilities shall be held by Grantee. All of Easement Facilities shall remain Grantee's personal property and are not fixtures. Grantee has the right to remove all Easement Facilities at its sole expense on or before the expiration of the Term or any Renewal Term or within thirty (30) days after an early termination, provided Grantee repairs any damage to the Easement Property caused by such removal. Upon termination of this Agreement, Grantee shall not be required to remove any foundation, underground cables or wires, and shall leave Grantee's foundation and security fence to become the property of Grantor.

(b) Grantee shall have the right to draw electricity from the electric supply on the Property, if available. Should Grantee draw electricity from the electric supply to the Easement Property, a separate meter shall be installed at Grantee's sole expense. Grantee shall have the right, at its option and expense, to obtain electrical service from any utility company that provides electric service to the Easement Property, including the installation of a separate meter and main breaker. Grantee has the right to improve the present utilities on the Easement Property and to install new utilities (including a standby power generator for Grantee's exclusive use at a location on the Easement Property acceptable to both parties), and the right to bring utilities across the Property in order to service the Easement Property, all of which shall be at Grantee's sole cost and expense. The location of the utility lines shall be as required by Grantee and the applicable utility company. Grantee shall pay for the electricity it consumes in its operations to the utility providing such electricity, or to Grantor if necessary.

(c) Grantor shall provide to Grantee, Grantee's employees, agents and subcontractors pedestrian access over the Property to the Easement Property twenty-four (24) hours a day, seven (7) days a week, at no charge to Grantee to operate, repair and maintain the Easement Facilities. Grantor shall provide to Grantee, Grantee's employees, agents and subcontractors vehicular access over the Property to the Easement Property from

12:00 a.m. to 7:30 a.m. and from 3:00 p.m. to 12:00 a.m. Monday through Friday and twenty-four (24) hours a day Saturday, Sunday and school holidays. Grantee shall not operate any vehicles within the Easement Property or elsewhere upon the Property between 7:30 a.m. and 3:00 p.m. on any weekday during which school is in session without first obtaining consent of a representative of Grantor, which consent shall not be unreasonably withheld. At the time of any entry by Grantee upon the Property, Grantee shall notify Grantor's administrative office or school site of such entry if that office is then open for business.

(d) Should Grantee be unable to secure vehicular access or utility services via the Access and Utility Area or should ingress or egress be limited for any reason as mutually determined by Grantor and Grantee, Grantor agrees to grant to Grantee additional utility and/or access rights-of-way as required to make the Easement Property usable for the Easement Purposes described therein.

(e) Should Grantor and Grantee determine pursuant to Subparagraph 6(d) above, that Grantee is unable to use the Access and Utility Area for the purposes for which it was secured, Grantee shall abandon such easements and confirm such abandonment by executing and delivering any and all documents necessary or reasonably required in accordance with the terms of this Agreement.

7. Interference.

(a) Grantee shall operate the Easement Facilities and maintain the Easement Property in a manner that will not cause interference to Grantor and other lessees or licensees of the Property provided that their installations predate this Agreement. All operations by Grantee shall be lawful and in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Grantor shall not use the Property in any manner which causes interference with Grantee's communications operations; provided, however, Grantor's pre-existing uses of the Property shall not be deemed interference. Subsequent to the installation of the Easement Facilities, Grantor warrants that all future agreements it enters into for use of the Property shall include a provision prohibiting interference with Grantee's operations. Grantor shall endeavor to identify Grantee as a third party beneficiary of such provisions in all such future agreements. If any subsequent user of the Property causes interference with the Easement Facilities, Grantor agrees to facilitate discussions between all parties so that any interference is corrected as soon as possible.

(c) If Grantor breaches its obligations under this paragraph 7, Grantor, upon receiving written notice from Grantee of any such breach, shall take all steps necessary to correct and eliminate such interference, including, without limitation, enforcing provisions in any lease, license or other agreement between Grantor and the persons or entities causing such harmful interference, pursuant to which Grantor may compel such persons or entities to cease operation, modify their equipment and/or antennas, or remove their equipment and/or antennas from any facilities or towers owned or leased and/or managed by Grantor on the Property. If Grantor has not taken any steps to correct such harmful interference within five (5) business days after receipt of written notice from Grantee, then Grantee shall have the right, in addition to any other rights that it may have at law or in equity, to terminate this Agreement upon written notice to Grantor, subject to the termination provisions contained herein.

8. Taxes. Grantor shall pay all real property taxes. If Grantor provides to Grantee written supporting documentation from the taxing authority, Grantee shall pay any increases in real property taxes levied against the Property as a result of the improvements constructed by Grantee. If personal property taxes are assessed, Grantee shall pay any portion of such taxes directly attributable to the Easement Facilities.

9. Equipment.

(a) Grantee shall provide all of the equipment and labor necessary for the installation of the Easement Facilities including the antennas, associated feed lines, isolation equipment and electrical terminals. The equipment provided by Grantee shall remain the sole personal property of Grantee shall not be deemed to be fixtures.

(b) Grantee shall, at its sole cost and expense, maintain and repair the Easement Facilities.

(c) Grantee shall make reasonable efforts to keep its Easement Facilities upgraded to acceptable current industry standards compatible with its system as a whole and shall accommodate requests by Grantor to perform upgrades that involve replacing existing equipment with smaller versions of the same equipment that have the same or better capabilities if Grantee determines in its discretion that it is commercially reasonable to do so.

10. Waiver of Grantor's Lien. Grantor waives any lien rights it may have concerning the Easement Facilities and Grantee has the right to remove the same at any time without Grantor's consent.

11. Termination.

(a) This agreement may be terminated without further liability on thirty (30) days prior written notice as follows:

(1) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or

(2) By Grantee, if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Easement Facilities; or if Grantee is unable to occupy and utilize the Easement Property due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or if Grantee determines that the Easement Property is not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference or impairment of its right to use the Tower.

(b) In the event of termination of this Agreement, Grantee shall provide a recordable quitclaim deed releasing all of Grantee's interest in Grantor's Property. Such termination shall relieve both parties of any further obligations under this Agreement, although each shall continue to have any and all remedies for any breach of an obligation which occurred prior to the date of termination.

12. Termination in the Event of Casualty or Condemnation.

(a) In the event of any damage, destruction or condemnation of the Property or any part thereof, which renders the Easement Property unusable or inoperable, Grantee shall have the right, but not the obligation, to terminate this Agreement and all of its duties and obligations hereunder, by giving written notice to Grantor within ninety (90) days after such damage, destruction or condemnation, if by virtue of such casualty or condemnation the Easement Property is no longer adequate for Grantee to continue its operations or if any repairs to the Easement Property have not been completed or cannot reasonably be completed within sixty (60) days from the date of the damage.

(b) If Grantee does not terminate this Agreement: (1) the Easement Fee payable pursuant to Paragraph 5(b) shall be reduced or abated in proportion to the actual reduction or abatement of use of the Easement Property; and (2) within sixty (60) days from the date of such damage or destruction, Grantor shall make any necessary repairs to the Easement Property caused by any such damage or destruction, but shall have no obligation to repair any damage to the Easement Facilities.

(c) In the event of condemnation, unless Grantee is allowed by the condemning authority to continue its operations on the Easement Property, this Agreement shall terminate as of the date title to the Property vests in the condemning authority or Grantee is required to cease its operations, whichever is earlier.

13. Insurance.

(a) During the term of this Agreement, Grantor and Grantee shall maintain standard form property insurance ("All Risk" coverage) equal to at least ninety percent (90%) of the replacement cost covering their respective property. Each party waives any rights of recovery against the other for injury or loss due to hazards

covered by their property insurance. In addition, Grantee shall provide Grantor satisfactory evidence of its insurance coverages as provided below:

(1) Commercial General Liability, and Automobile/Vehicle Liability including bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence;

(2) Workers compensation as required by law.

(b) Such insurance shall insure, on an occurrence basis, against all liability of Grantee, its employees, and agents arising out of or in connection with Grantee's use of the Easement Property, all as provided for herein. Grantor shall be named as an additional insured on Grantee's liability insurance policy.

(c) All insurance required under this Agreement shall:

(1) Be issued as primary policy; and

(2) Contain an endorsement requiring the insurance carrier to endeavor to provide thirty (30) days written notice to both parties before cancellation or change in the coverage, scope, or amount of any policy. The certificate of the policy shall be deposited with Grantor within thirty (30) days of the Easement Commencement Date and not less than thirty (30) days before each policy renewal.

14. Indemnity

(a) Grantee shall indemnify, defend (by counsel reasonably satisfactory to Grantor) and hold Grantor harmless from any and all claims of liability for or loss to the extent such claims result from or arise out of the use and/or occupancy of the Easement Property by Grantee. Notwithstanding the preceding, Grantee does not indemnify Grantor against any claim to the extent that it arises from or is in connection with any negligent or intentional conduct of Grantor or any agent, servant or employee of Grantor.

(b) Grantor shall indemnify, defend (by counsel reasonably satisfactory to Grantee) and hold Grantee harmless from any and all claims of liability for or loss from personal injury and/or property damage to the extent such claims result from or arise out of the use and/or occupancy of the Property by Grantor. Notwithstanding the preceding, Grantor does not indemnify Grantee against any claim to the extent that it arises from or is in connection with any negligent or intentional conduct of Grantee or any agent, servant or employee of Grantee.

15. Assignment. Grantee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Easement Property without the prior written consent of Grantor; provided, however, that Grantee may assign its interest to its parent company, any subsidiary or direct or indirect affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51 %) or more of its stock or assets. Grantor may assign and/or transfer its title and interest in this Agreement upon written notice to Grantee, subject to the assignee and/or the transferee assuming all of Grantor's obligations herein, including but not limited to, those set forth in Paragraph 7.

16. Warranty of Title and Quiet Enjoyment.

(a) Grantor represents, covenants and warrants that Grantee, upon paying the above-described consideration and performing the covenants herein provided, shall peaceably and quietly have, hold and enjoy the Easement Property. Grantor agrees for itself, its successors and assigns, that no commercial or governmental antenna structure(s) shall be erected upon any portion of the Easement Property without Grantee's prior written consent, which consent shall not be unreasonably withheld or delayed.

(b) Grantor represents, covenants and warrants that Grantor is seized of good and sufficient title to and interest in the Property and has full authority to enter into and execute this Agreement and the Grant of

Easement. Grantor further covenants that there are no undisclosed liens, judgments or impediments of title on the Property that would affect this Agreement or the Grant of Easement..

17. Repairs. Grantee shall not be required to make any repairs to the Easement Property or Property unless such repairs shall be necessitated by this Agreement or by reason of the default or neglect of Grantee, its agents, servants and employees.

18. Notice. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt request, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Should Grantor or Grantee have a change of address, the other party shall immediately be notified of such change as provided in this Paragraph.

GRANTEE: WirelessCo L.P.
c/o Sprint Spectrum, L.P.
4683 Chabot Drive, Suite 100
Pleasanton, CA 94588
Attn: Property Management

GRANTOR: CAPISTRANO UNIFIED SCHOOL DISTRICT
OF ORANGE COUNTY, CALIFORNIA
32972 Calle Perfecto
San Juan Capistrano, CA 92675
Attn: David Doomey

The following data is informal only and may be changed in the manner described above for altering mailing addresses. Street addresses (if such addresses are different from the parties' mailing address) and phone numbers where the parties may be contacted are as follows:

GRANTEE: Property Management
(925) 468-7800

GRANTOR: David Doomey, Assistant Superintendent, Facilities Planning;
714-489-7264

If the address or phone number where either party may be contacted is changed, such party will immediately notify the other party of such change.

19. Miscellaneous.

(a) This Agreement and the Grant of Easement, and each and every covenant and condition of this Agreement and the Grant of Easement, are intended to benefit the Property and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

(b) The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

(c) The language of all of the parts of this Agreement shall be construed simply and according to its fair meaning, and this Agreement shall never be construed either for or against either party.

(d) If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

(e) If either party institutes any action or proceeding in court to enforce any provision hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing party in any such action or proceeding shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party, together with its other reasonable litigation costs and expenses.

(f) In addition to the other remedies provided for in this Agreement, Grantor and Grantee, upon a proper showing to a court of competent jurisdiction, shall be entitled to immediate restraint by injunction of any violation or attempted or threatened violation of any of the covenants, conditions or provisions herein contained.

(g) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(h) The captions of this Agreement have been inserted for convenience only and are not to be construed as part of this Agreement or in any way limiting the scope of intent of its provisions.

(i) This Agreement shall be governed by the laws of the State of California.

(j) The parties shall cooperate in executing any documents (including, but not limited to, an Estoppel Certificate, a Memorandum of Easement in the form as provided in Exhibit C attached hereto, and a Non-Disturbance and Attornment Agreement) necessary to protect Grantee's rights hereunder or Grantee's use of the Easement Property. Grantor acknowledges that a Memorandum of this Agreement (Exhibit C) will be recorded by Grantee in the Official Records of the County where the Property is located. Upon the expiration or earlier termination of this Agreement, Grantee agrees to record a quitclaim deed to evidence the termination of Grantee's interest in the Easement Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above

GRANTOR

CAPISTRANO UNIFIED SCHOOL
DISTRICT OF ORANGE COUNTY,
CALIFORNIA, A BODY POLITIC

By: 

Name: Dr. James A. Fleming

Title: Superintendent

Tax ID #: 95-2321055

GRANTEE

WIRELESS CO, L.P., a limited partnership

By: 

Name: John Chaspin

Title: Assistant Secretary / Director

EXHIBIT A
DESCRIPTION OF PROPERTY

The legal description of the Property is on the page immediately following.

EXHIBIT A (LEGAL)

That portion of the South one-half of the North one-half of Section 15, Township 8 South, Range 8 West, San Bernardino Base and Meridian, in the City of Dana Point, County of Orange, State of California, described as follows:

Beginning at the intersection of the centerline of Selva Road, 60.00 feet wide, shown as Lot X, adjacent to and Northerly of Block 1, Tract 857, as per map recorded in Book 26, Pages 10 and 11 of Miscellaneous Maps of said County, with the centerline of Street of the Golden Lantern, 60.00 feet wide, shown as Lot X, lying Westerly of said Block 1, Tract 857; thence North $00^{\circ} 47' 21''$ East, along the centerline of the said Street of the Golden Lantern produced Northerly 61.60 feet, to the beginning of a tangent curve, concave Easterly and having a radius of 1600.00 feet; thence Northerly, along said curve, 339.52 feet through a central angle of $12^{\circ} 09' 29''$; thence, tangent to said curve, North $12^{\circ} 56' 50''$ East 278.74 feet to the beginning of a tangent curve, concave Westerly and having a radius of 1200.00 feet; thence Northerly, along said last mentioned curve, 422.02 feet through a central angle of $20^{\circ} 09' 00''$; thence, tangent to said last mentioned curve, North $7^{\circ} 12' 10''$ West 247.22 feet to the TRUE POINT OF BEGINNING of this description and the beginning of a tangent curve, concave Easterly and having a radius of 1600.00 feet; thence Northerly, along said last mentioned curve, 331.66 feet through a central angle of $11^{\circ} 52' 36''$; thence, tangent to said last mentioned curve, North $4^{\circ} 40' 26''$ East 277.24 feet to the beginning of a tangent curve, concave Westerly and having a radius of 1600.00 feet; thence Northerly, along said last mentioned curve, 324.82 feet through a central angle of $11^{\circ} 37' 55''$ to a point on said last mentioned curve to which a radial bears North $83^{\circ} 02' 31''$ East; thence North $81^{\circ} 59' 18''$ West 1442.83 feet; thence South $47^{\circ} 18' 15''$ West 422.81 feet; thence South $4^{\circ} 11' 45''$ East 630.00 feet, more or less, to the Northwesterly terminus of that certain course of "North $35^{\circ} 50' 00''$ West 490.00 feet" in the Southerly boundary of land described in Parcel (2) of Parcel 1 of deed to Thunderbird Capistrano Company, a partnership, recorded August 1, 1963, in Book 6656, Page 370, Official Records of said County; thence South $35^{\circ} 01' 45''$ East, along said last described course, 490.00 feet to the Northwesterly line of "Lot X" of Tract No. 934, as per map recorded in Book 29, Pages 15 through 17 inclusive of Miscellaneous Maps, records of said County, said Northwesterly line lies Northwesterly of Lot 6, Block 4 of said Tract 934; thence North $54^{\circ} 58' 15''$ East 198.21 feet, along the Northerly line of said "Lot X" to the beginning of a tangent curve, concave Southeasterly and having a radius of 370.00 feet; thence Northeasterly along said last mentioned curve, 231.40 feet through a central angle of $35^{\circ} 50' 00''$; thence, tangent to said last mentioned curve, South $89^{\circ} 11' 45''$ East, along the Northerly line of said "Lot X", 360.85 feet to an angle point in said "Lot X"; thence South $01^{\circ} 46' 15''$ West, along the Easterly line of said "Lot X", 8.13 feet, more or less, to the South line of the North half of said Section 15; thence South $88^{\circ} 55' 57''$ East, along said South line, 666.60 feet, more or less, to an intersection with the course above described as having a bearing of North $7^{\circ} 12' 10''$ West, a distance of 247.22 feet; thence North $7^{\circ} 12' 10''$ West 28.74 feet, along said last mentioned course, to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the Easterly 50.00 feet of the above described parcel as measured parallel to the above described Easterly line.

EXCEPTING THEREFROM that portion conveyed to the County of Orange as Parcel 113 in a document recorded July 13, 1978, in Book 12754, Page 1994 of Official Records.

EXCEPTING THEREFROM that portion lying within the boundaries of Parcel Map No. 80-142, in the City of Dana Point, County of Orange, State of California, as per map filed in Book 157, Pages 24 and 25 of Parcel Maps, in the office of the County Recorder of said County.

EXHIBIT B

DESCRIPTION OF EASEMENT PROPERTY

PROPOSED UTILITIES, INGRESS AND EGRESS

EASEMENT: (PROVIDED BY THE CAPISTRANO UNIFIED SCHOOL DISTRICT,
DATED JANUARY 9, 2001)

AN EASEMENT FOR INGRESS AND EGRESS, 15 FEET WIDE OVER A PORTION OF THE LAND AS SET FORTH IN INSTRUMENT NO. 2405, RECORDED IN BOOK 8364, PAGE 52 OF OFFICIAL RECORDS. THE CENTERLINE OF THE SAID EASEMENT IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF THE SAID LAND; THENCE SOUTH 81°59'18" EAST ALONG THE MOST NORTHERLY PROPERTY LINE 730.00 FEET TO THE TRUE POINT OF BEGINNING. THENCE SOUTH 08°06'41" WEST 43.82 FEET; THENCE NORTH 82°00'27" WEST 275.59 FEET; THENCE SOUTH 57°43'29" WEST 104.34 FEET; THENCE SOUTH 86°12'44" WEST 134.99 FEET; NORTH 81°57'02" WEST 76.16 FEET; THENCE SOUTH 61°16'35" WEST 67.47 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 151.00 FEET AND A RADIAL BEARING NORTH 00°08'17" WEST. THENCE SOUTHEASTERLY ALONG THE SAID CURVE THROUGH A CENTRAL ANGLE OF 95°34'08" 251.87 FEET; THENCE SOUTH 58°25'36" WEST 115.66 FEET; THENCE SOUTH 17°28'46" WEST 55.33 FEET; THENCE SOUTH 14°36'01" WEST 49.28 FEET; THENCE SOUTH 63°42'01" EAST 11.10 FEET MORE OR LESS TO THE WESTERLY LINE OF THE NEXTEL LEASE AREA.

AN EASEMENT FOR UNDERGROUND LINES AND CONDUITS, 10 FEET WIDTH, OVER THE LAND AS SET FORTH IN INSTRUMENT NO. 2405, RECORDED IN BOOK 8364, PAGE 52 OF OFFICIAL RECORDS. THE CENTERLINE OF THE SAID EASEMENT IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF THE SAID LAND; THENCE SOUTH 57°54'10" EAST 253.26 TO TRUE POINT OF BEGINNING; THENCE SOUTH 72°47'56" WEST 141.93 FEET; THENCE SOUTH 77°11'08" WEST 70.33 FEET; THENCE SOUTH 63°48'10" WEST 56.80 FEET; THENCE SOUTH 46°51'24" WEST 135.59 FEET; THENCE SOUTH 33°22'49" WEST 94.62 FEET; THENCE SOUTH 17°28'46" WEST 55.33 FEET; THENCE SOUTH 14°32'11" WEST 44.18 FEET; THENCE SOUTH 63°42'01" WEST 12.09 FEET MORE OR LESS TO THE WESTERLY LINE OF THE NEXTEL LEASE AREA.

EXHIBIT B

DESCRIPTION OF EASEMENT PROPERTY

PROPOSED UTILITIES EASEMENT:

A STRIP OF LAND FIVE (5) FEET IN WIDTH LYING WITHIN THAT PORTION OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF DANA POINT, COUNTY OF ORANGE, STATE OF CALIFORNIA, THE CENTERLINE OF SAID STRIP DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF THE TRACT NO. 8216, IN THE CITY OF DANA POINT, COUNTY OF ORANGE, STATE OF CALIFORNIA, FILED IN BOOK 372 PAGES 1 THROUGH 4, INCLUSIVE OF MISCELLANEOUS MAPS, IN THE COUNTY RECORDER'S OFFICE OF SAID COUNTY; THENCE NORTH 39°18'54" EAST, 156.33 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE EASTERLY FACE OF AN EXISTING TELEPHONE EXCHANGE PAD; THENCE SOUTH 60°58'03" EAST, 12.82 FEET; THENCE SOUTH 67°23'29" EAST, 21.70 TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 72.87 FEET, A RADIAL LINE FROM SAID BEGINNING BEARS SOUTH 49°16'27" EAST; THENCE NORTHEASTERLY 39.70 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°12'49" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 460.80 FEET, A RADIAL LINE FROM SAID BEGINNING BEARS SOUTH 18°03'38" EAST; THENCE NORTHEASTERLY 78.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°48'26"; THENCE NORTH 08°15'11" WEST, 5.16 FEET TO THE BEGINNING OF NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 90.17 FEET, A RADIAL LINE FROM SAID BEGINNING BEARS SOUTH 13°51'40" EAST; THENCE EASTERLY 49.93 FEET; THENCE SOUTH 63°25'02" EAST, 52.42 FEET; THENCE SOUTH 27°28'57" 8.48 FEET, MORE OR LESS TO THE CENTER OF AN EXISTING MONOPOLE.

DESCRIPTION OF EASEMENT PROPERTY

Architecture
Engineering
Planning

**ADDITIONS & ALTERATIONS TO
COMMUNICATIONS TOWER FACILITIES**

AT

**▲ DANA HILLS HIGH SCHOOL
33333 GOLDEN LANTERN
DANA POINT, CA 92629**

**OR131-A
DANA HILLS**

Coast COMMUNICATIONS

OR131-A
DANA HILLS

SHEET INDEX

PROPERTY LINE	THE PROPOSED PROJECT INCLUDES:	TITLE SHEET
STREET CENTERLINE	ADDITIONS & ALTERATIONS TO: EXISTING COMMUNICATIONS TOWER FACILITIES	A-1 LOCATION PLAN
LEASE AREA LIMIT LINE		A-2 SITE PLAN
FENCING	INSTALLATION OF A BASE TRANSCIVER STATION (BITS) MOUNTED ON A NEW CONCRETE PAD;	A-3 EQUIPMENT LAYOUT
	CO-LOCATION OF ANTENNA ARRAYS	A-4 ELEVATIONS
ELECTRICAL SERVICE	ON AN (E) LIGHT STANDARD/MONOPOLE;	A-5 DETAILS
TELCO SERVICE	3 ARRAYS/4 ANTENNAS PER ARRAY/12 ANTENNAS TOTAL;	A-6 DETAILS
KEYED NOTE	INSTALLATION OF ONE GPS ANTENNA	A-7 DETAILS
NEW	COAXIAL CABLE RUNS FROM BITS TO ANTENNAS;	S-1 MONOPOLE ELEVATION & DETAILS
EXISTING	A NEW TELEPHONE SERVICE RUN TO BITS;	S-2 MONOPOLE FOUNDATION & DETAILS
TOP OF	A NEW 100A ELECTRICAL SERVICE TO BITS.	S-3 ANTENNA MOUNTING DETAILS
BASE TRANSCIVER STATION	LEASE AREA IS APPROXIMATELY 253 SQUARE FEET	S-4 ANTENNA MOUNTING @ 85 FT. A.G.L.
		E-1 ELECTRICAL NOTES
		E-2 ELECTRICAL SITE PLAN
		E-3 POWER & GROUND
		E-4 DIAGRAMS
		E-5 DETAILS
		E-6 DETAILS
		NOTE: SURVEY (C-4-10-10-10) IS ATTACHED

CONTACTS	ARCHITECT:
COX COMMUNICATIONS PXS, I.P.:	
18200 VAN KARMAN AVENUE, SUITE 100	DCI PLACING
IRVINE, CALIFORNIA 92612	18200 VAN KARMAN AVENUE, SUITE 293
	IRVINE, CALIFORNIA 92614

FOR REFERENCE ONLY.	
APPLICABLE CODES	
1987 UNIFORM BUILDING CODES	
1984 NATIONAL ELECTRICAL CODES	
APPROVAL SIGN-OFF OF WORKING DRAWINGS	
DATE	SIGNATURE
Civil Construction Manager	
Program Manager	
P/C Construction Manager	
W/Inspected	
Planning Representative	
Inspector's Approval	

RECEIVED
 DIVISION OF THE
 OFFICE OF FIRE
 SERVICES
 04-100845
 AC _____ ELSA DELTA SS 116
 DATE 12/14/99
 Pw. Purvis / Legas
 SS: V. GARCIA

TELECOMMUNICATIONS PLANNING,
 INC.,
 313150 BRISTOL STREET, SUITE 250
 COSTA MESA, CA 92626
 (714) 668-4868 FAX (714) 668-4869
 CONTACT: ADAM MORROW, LAND USE PLANNER
 MARCELLA MARKOULOS, SITE ACQUISITION REPRESENTATIVE
 TOWER STRUCTURES
 2567 BUSINESS PARKWAY
 DUBLIN, CA 94568
 (688) 218-0289

OWNER:
 SAN JUAN UNIFIED SCHOOL DISTRICT
 37977 CALLE PEREGRINO
 SAN JUAN CAPISTRANO, CA 92675
 (714) 799-1100 FAX (714) 799-1101
 CONTACT: JOSEPHINE L. BROWN, PROJECT MANAGER
 (714) 799-1100 FAX (714) 799-1101

FOR FURTHER INFO,

[illegible]

100-100845
AC _____ FILED *10/14/99* *SS*
DATE 12/14/99
FBI - PHOENIX / *experts*
SS: V. GARCIA

(49) 475-2525
 CONTACT: D.K. DO
 VOGUE TINC
 MARK ANDRES

ENGINEER
PLANNER
ACQUISITION REPRESENTATIVE

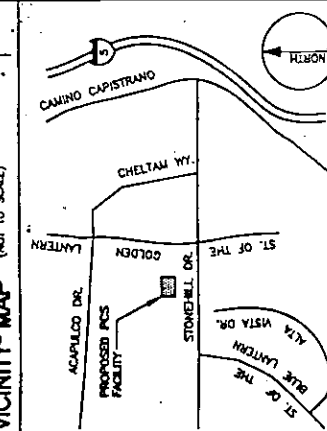
TELECOMMUNICATIONS PLANNING:
 ATL. MC GUSTIN STREET, SUITE 250
 31207 ATLANTA, GA 30328
 (770) 658-3268
CONTACT: PETE SHUBIN, PROJECT ENGINEER
 ADAM WARDRO, LAND USE PLANNING
 MARCELLA MARIQUIZES, SITE PLANNING

OWNER:
 CAMPUSANO UNIFIED SCHOOL DISTRICT
 332972 CALLE PERFECTO
 SAN JUAN CAMPUSANO, CA 92875

OWNER'S APPROVAL:

[illegible]

MACHINERY: MAP : OUT TO SCENE

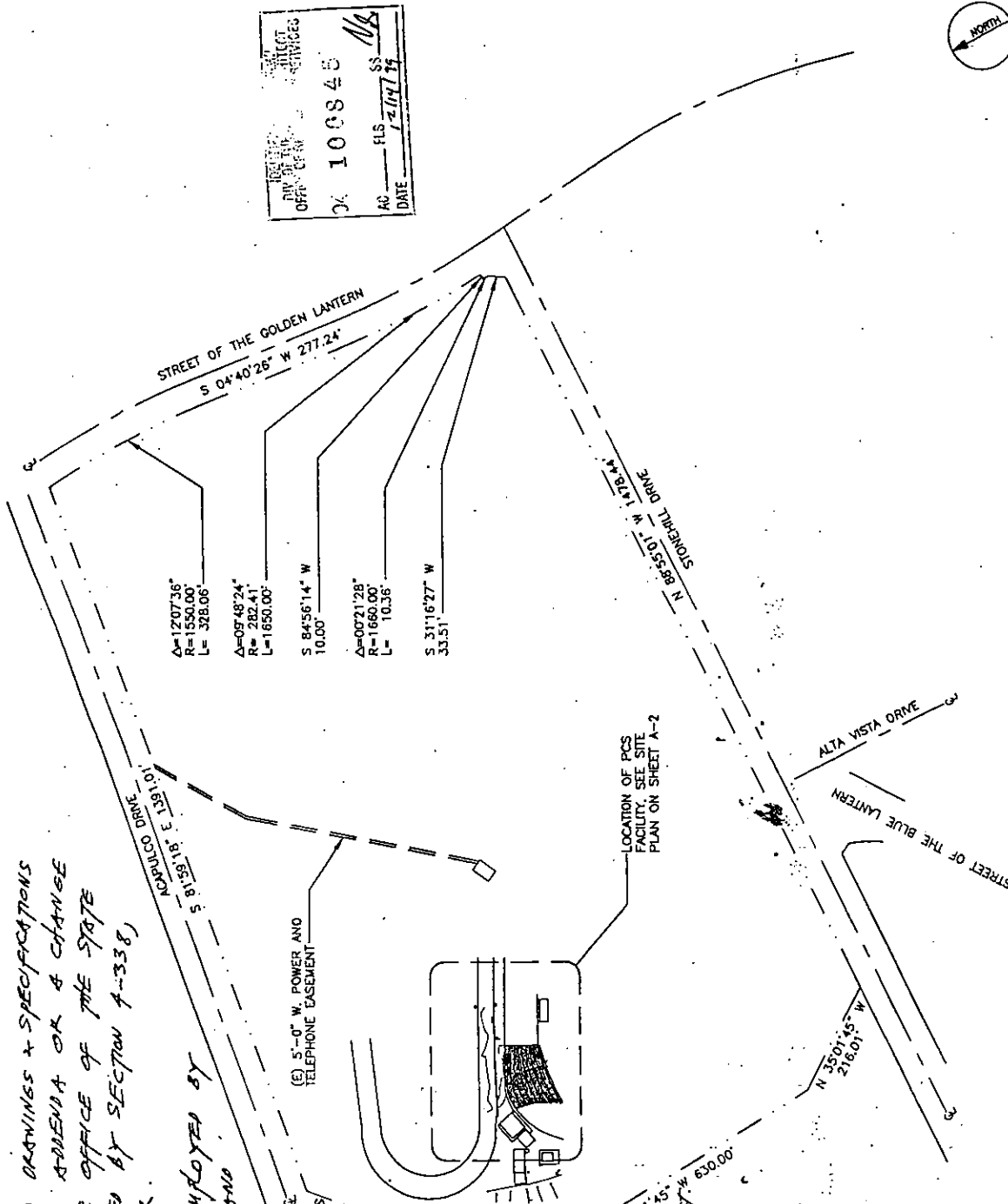


NOTES:

1. CHANGES TO THE APPROVED DRAWINGS & SPECIFICATIONS SHALL BE MADE BY AN ADDENDUM OR A CHANGE ORDER APPROVED BY THE OFFICE OF THE STATE ARCHITECT, AS REQUIRED BY SECTION 4-338, PART 1, TITLE 24, C.C.R.

2. A PROJECT INSPECTOR EMPLOYED BY THE DISTRICT (OWNER) AND APPROVED BY THE OFFICE OF THE STATE ARCHITECT SHALL PROVIDE CONTINUOUS INSPECTION OF THE WORK. THE DUTIES OF THE INSPECTOR ARE DEFINED IN SECTION 4-342, PART 2, TITLE 24, C.C.R.

3. AN INSPECTOR WHO IS SPECIALLY QUALIFIED IN MECHANICAL AND ELECTRICAL WORK WILL BE REQUIRED FOR THIS PROJECT.



LOCATION PLAN SCALE: 1"=200'-0"

1

LOCATION

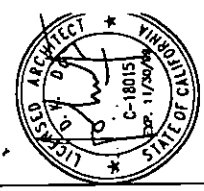
A-1

PROPOSED PCS FACILITY
DANA HILLS HIGH SCHOOL
33333 GOLDEN LANTERN
DANA POINT, CA 92629
SITE# OR131-A



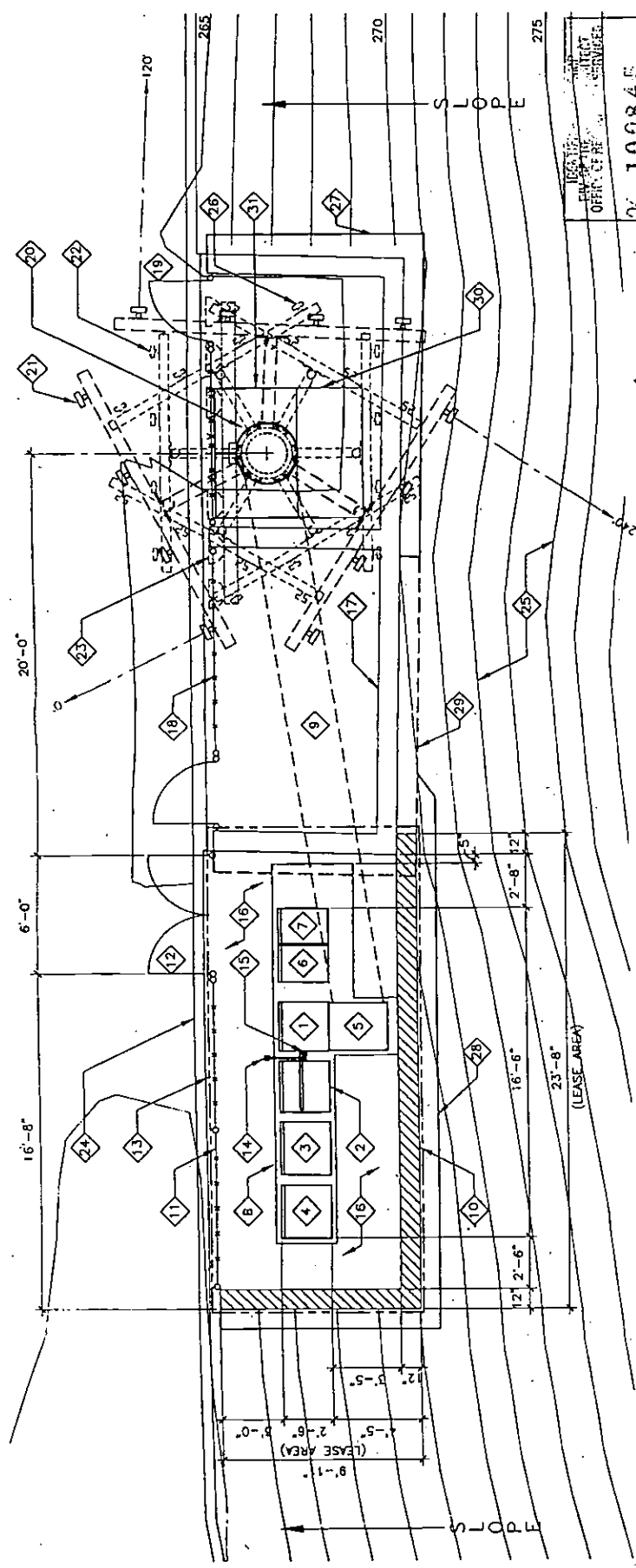
WORKING DRAWINGS
CASE NUMBER
PROPRIETARY INFORMATION
THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF DGI PACIFIC COMMUNICATIONS AND IS NOT TO BE REPRODUCED OR DISCLOSED TO ANY OTHER PERSON WITHOUT THE WRITTEN CONSENT OF DGI PACIFIC COMMUNICATIONS. THIS DRAWING IS THE PROPERTY OF DGI PACIFIC COMMUNICATIONS AND IS NOT TO BE REPRODUCED OR DISCLOSED TO ANY OTHER PERSON WITHOUT THE WRITTEN CONSENT OF DGI PACIFIC COMMUNICATIONS.
DRAWN BY: MA
CHECKED BY: DMO
ISSUES
DATE
DESCRIPTION
09/24/14
PRELIM. CD
10/16/14
SUBMITTAL CD

WORKING DRAWINGS	
CASE NUMBER	PROPRIETARY INFORMATION
THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF DCI PACIFIC AND IS NOT TO BE REPRODUCED, COPIED, OR DISCLOSED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF DCI PACIFIC. ANY REUSE OR DISCLOSURE OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF DCI PACIFIC IS STRICTLY PROHIBITED.	
DATE	DESCRIPTION
09/24/08	PRELIM. CD
10/14/08	SUBMITTAL CD
12/04/08	DSA REVISIONS
07/14/09	DSA REVISIONS
ISSUES	
CHECKED BY: DDO	
DRAWN BY: MA	



PROPOSED PMS FACILITY
 DANA HILLS MILITARY POLICE
 5000 GALLERIA DRIVE
 DANA POINT, CA 92629
 SITE# OR131-A
EQUIPMENT

A-3
 SCALE: 3/16"=1'-0"
EQUIPMENT LAYOUT



PROJECT: 100845
 AC: FLS
 DATE: 12/14/07

NOTE: ALL EXPOSED COAX, ANTENNA ARMS, AND ANTENNAS ON THE POLE TO BE PAINTED TO MATCH EXISTING POLE COLOR.

COAXIAL CABLE SCHEDULE

SECTOR	CABLE LENGTH	CABLE DIA.	JUMPER LENGTH
0°	140'	7/8"	T.B.D. BY COX
120°	140'	7/8"	T.B.D. BY COX
240°	140'	7/8"	T.B.D. BY COX

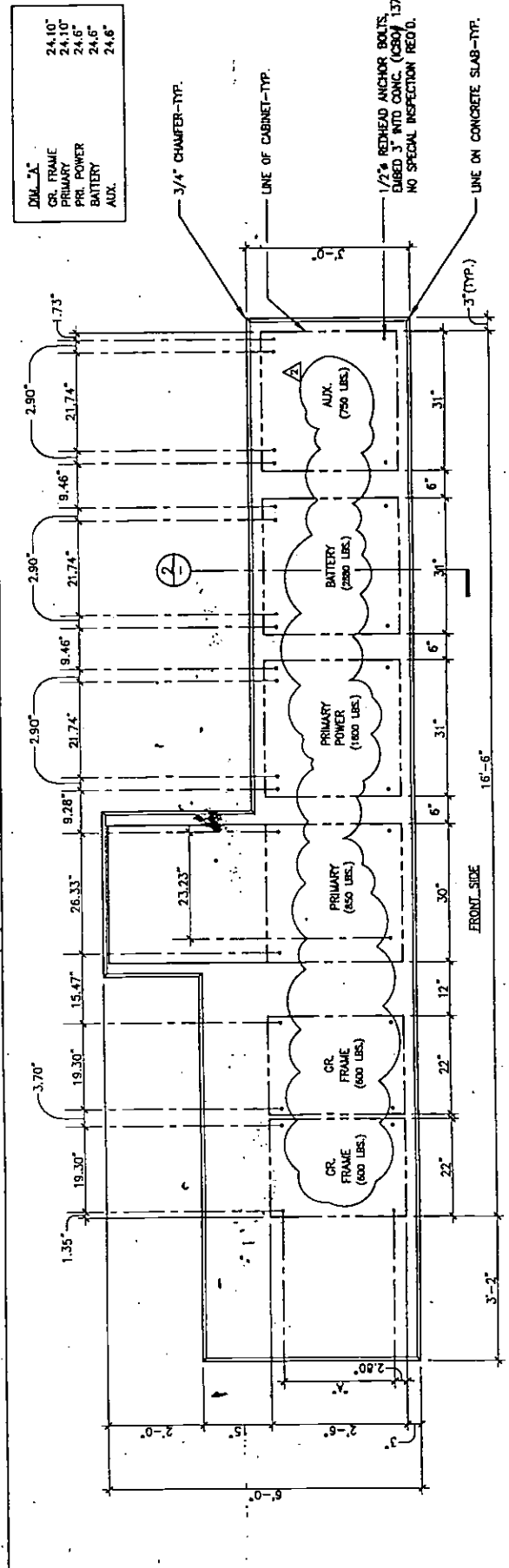
KEY NOTES

- 1 PRIMARY BASE TRANSCIVER STATION (BTS)
- 2 PRIMARY POWER CABINET
- 3 BATTERY CABINET
- 4 AUXILIARY CABINET
- 5 ANTENNA CABLE COVER ASSEMBLY
- 6 EXPANSION CABINET
- 7 EXPANSION CABINET
- 8 5 1/2" RAISED CONCRETE EQUIPMENT PAD, SEE 1-A-5
- 9 UNDERGROUND CABLE TRENCH W/ 3-5" CONDUITS FOR COAXIAL CABLES
- 10 8'-0" H. SPLIT FACE BLOCK WALL ENCLOSURE TO MATCH (E), SEE 4-A-6
- 11 7'-0" H. CHAIN LINK FENCE TO MATCH (E), SEE 1-A-6
- 12 6'-0" W. CHAIN LINK DOUBLE SWING GATES, SEE 2-A-6
- 13 LEASE AREA UNIT LINE - APPROX. 253 SQ. FT.
- 14 WORKLIGHT, SEE 1-A-7

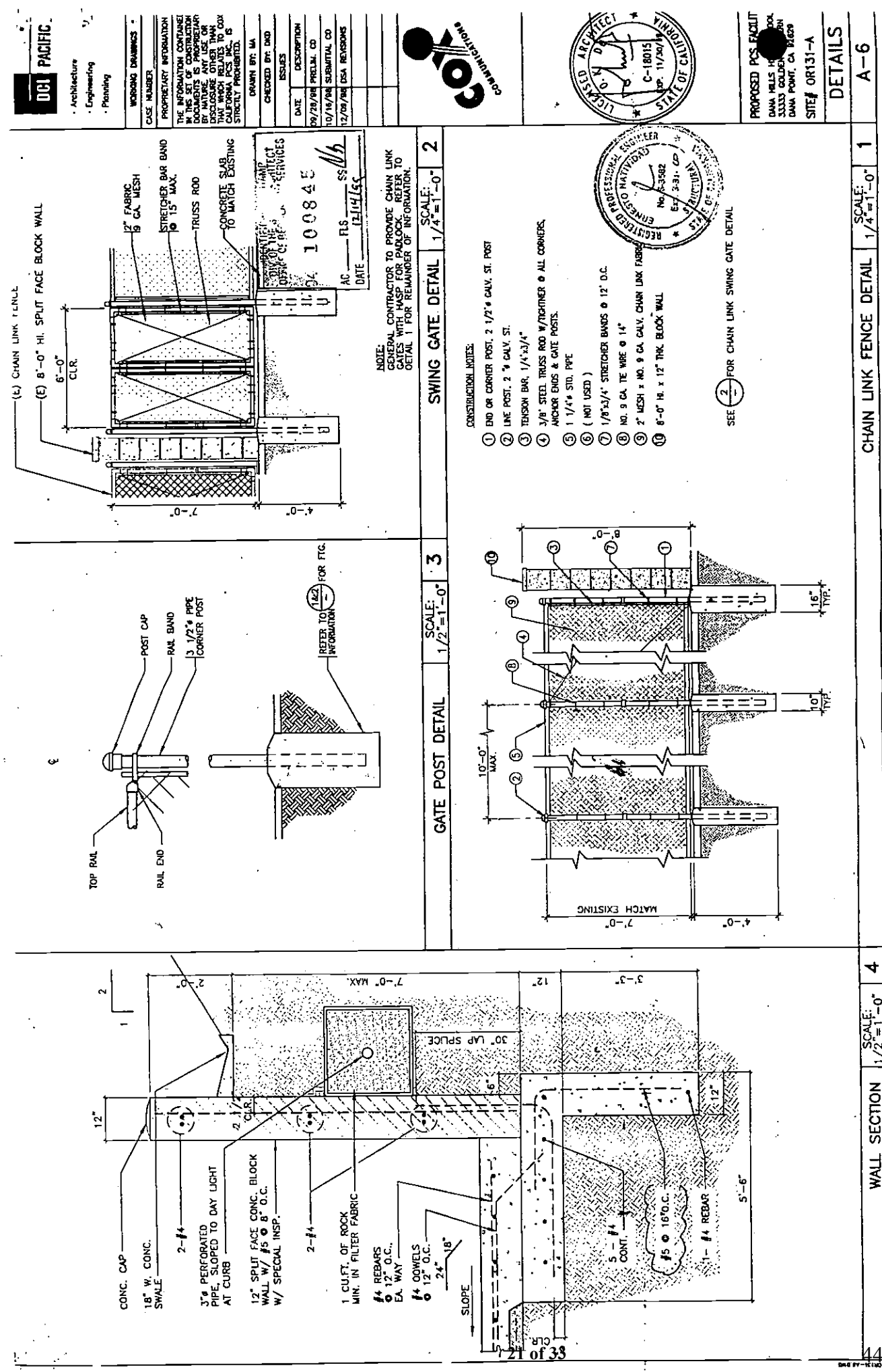
- 15 GPS ANTENNA, SEE 2-A-7
- 16 8" THK. CONC. SLAB, SEE 2-A-5
- 17 (E) 8'-0" H. CONC. BLOCK WALL ENCLOSURE
- 18 (E) 7'-0" H. CHAIN LINK FENCE
- 19 (E) 3'-0" W. CHAIN LINK SWING GATE
- 20 (E) 125'-0" H. MONOPOLE/ LIGHT STANDARDO
- 21 CO-LOCATED COX ANTENNA ARRAYS ABOVE 87'-0"
- 22 (E) PBUS ANTENNA ARRAYS ABOVE 125'-0"
- 23 (E) LIGHTS ABOVE
- 24 (E) 6" H. AC CURB
- 25 (E) SLOPE
- 26 (E) NEXTEL ANTENNA ARRAYS ABOVE
- 27 (E) CONC. SWALE TO REMAIN
- 28 (N) CONC. SWALE TO MATCH EXISTING
- 29 (E) CONC. SWALE TO BE REMOVED AND REPLACED TO MATCH (N) SWALE
- 30 (E) SHT. MTL. HOUSING, SEE 3-A-5
- 31 (N) 16 GA. GALV. SHT. MTL. HOUSING, SEE 3-A-5



PROPOSED PROJECT
DANA HILLS HIGH SCHOOL
33333 GOLDEN LANTERN
DANA POINT, CA 92629
SITE# OR131-A



BOLT HOLE CONFIGURATION	SCALE: 3/8"=1'-0"
-------------------------	-------------------

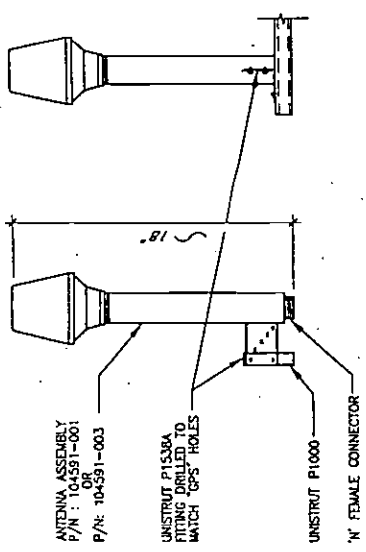
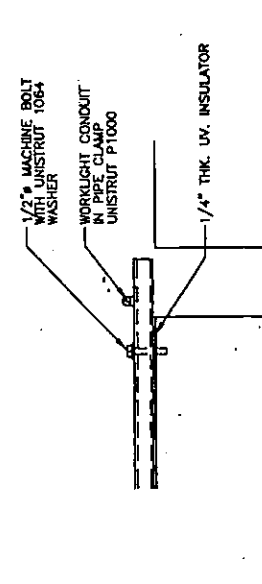
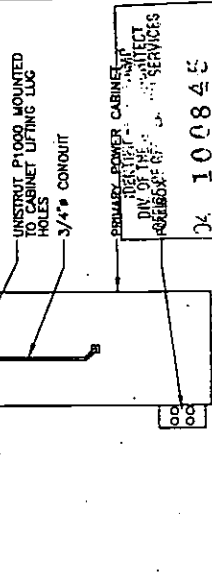
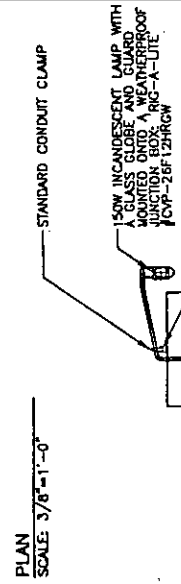
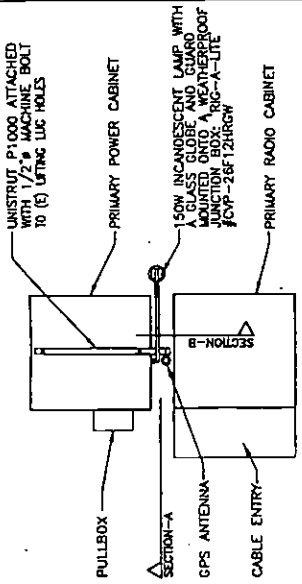


WORKING DRAWINGS	
CASE NUMBER	
PROPRIETARY INFORMATION	
THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF DCI PACIFIC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF DCI PACIFIC. DISCLOSURE OF ANY INFORMATION CONTAINED HEREIN TO ANY OTHER PARTY IS STRICTLY PROHIBITED.	
DRAWN BY: WA	CHECKED BY: DMD
ISSUES	
DATE	DESCRIPTION
09/21/98	PRELIM CD
10/11/98	SUBMITTAL CD



PROPOSED PCS FACILITY
DANA HILLS HIGH SCHOOL
33333 GOLDEN HARBOR
DANA POINT, CA 92629
SITE# 08131

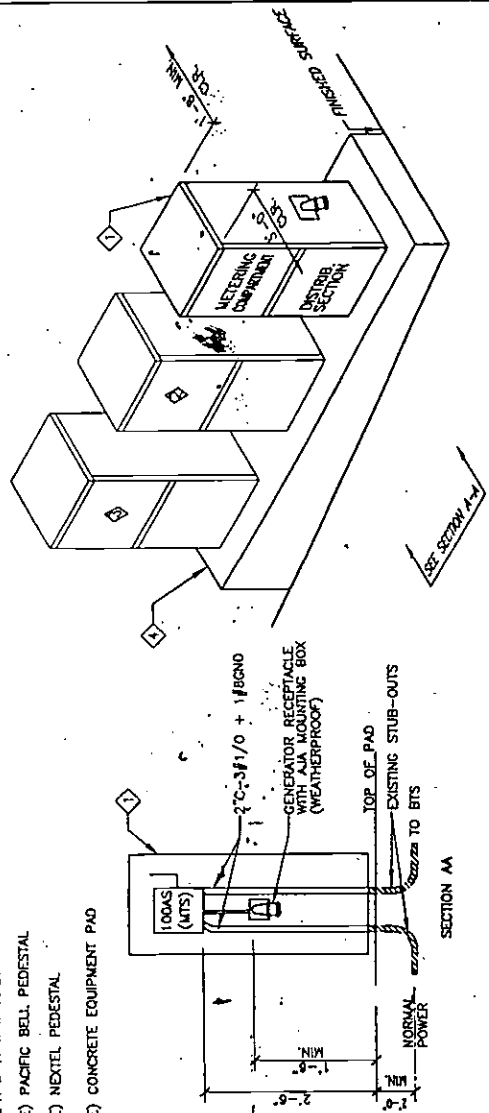
DETAILS
A-7



ANTENNA AND ANTENNA MOUNTING BRACKET PCS COMA UNICELL
GPS ANTENNA INSTALLATION GUIDELINES - GENERAL CONTRACTOR
TO VERIFY W/ COR FOR GPS ANTENNA MT & REQUIREMENTS

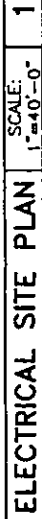
GPS ANTENNA DETAIL SCALE: 3/4\"/>

- NOTES:
- 1 PROVIDE COMMERCIAL ELECTRICAL METERING PEDESTAL ON (E) PAD AS SHOWN. 48\"/>
 - 2 (E) PACIFIC BELL PEDESTAL
 - 3 (E) NEXTEL PEDESTAL
 - 4 (E) CONCRETE EQUIPMENT PAD



ELECTRICAL METER SCALE: N.T.S. 3

WORKLIGHT DETAIL SCALE: AS NOTED 1



CONNECT ANTENNA GROUNDS TO EXISTING MONOPOLE GROUND RING.

DBI PACIFIC

Architecture

Engineering

Planning

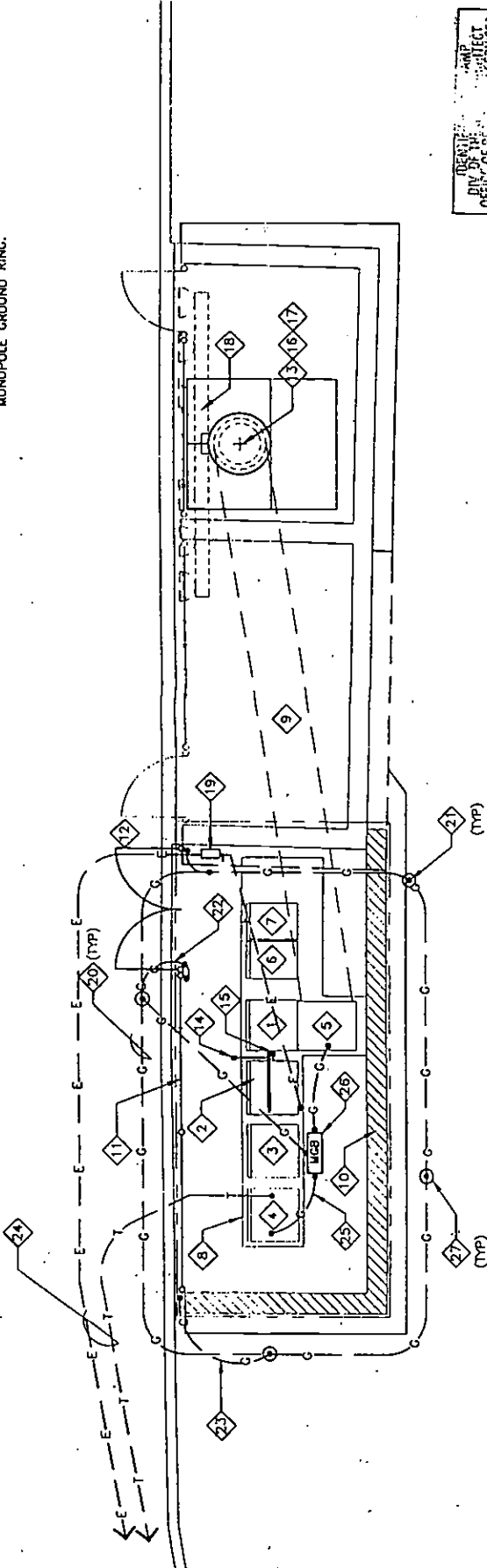
WORKING DRAWINGS	
CASE NUMBER	PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY OF DBI PACIFIC. ANY USE OR REPRODUCTION OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF DBI PACIFIC IS STRICTLY PROHIBITED.	
DRAWN BY: MA	
CHECKED BY: DMD	
ISSUES	
DATE	DESCRIPTION
09/24/98	PRELIM. CD
10/14/98	SUBMITTAL CD



PROPOSED PCS FACILITY
DANA HILLS HIGH SCHOOL
33333 GOLDEN WILLOW
DANA POINT, CA 92629
SITE # 0R1317-4

PWR/GND
E-3

DESIGNED BY
DIV. OF ELECTRIC
OFFICE OF THE
ENGINEER
04 100845
AC FLS SS
DATE 12/14/98



KEY NOTES

- 1

PRIMARY BASE TRANSCIVER STATION (BTS)
- 2

PRIMARY POWER CABINET
- 3

BATTERY CABINET
- 4

AUXILIARY CABINET
- 5

ANTENNA CABLE COVER ASSEMBLY
- 6

EXPANSION CABINET
- 7

EXPANSION CABINET
- 8

5 1/2" RAISED CONCRETE EQUIPMENT PAD
- 9

UNDERGROUND CABLE TRENCH
- 10

8'-0" H. CONC. BLOCK WALL ENCLOSURE
- 11

7'-0" H. CHAIN LINK FENCE TO MATCH (E)
- 12

6'-0" W. CHAIN LINK DOUBLE SWING GATES
- 13

(E) CO-LOCATED ANTENNAS
- 14

WORKLIGHT
- 15

1/8" S. ANTENNA
- 16

(E) 125'-0" H. MONOPOLE/ LIGHT STANDARD
- 17

COX ANTENNA ARRAYS ABOVE
- 18

(E) LIGHTS ABOVE
- 19

WALL-MOUNTED DISCONNECT SWITCH
- 20

NO.2 TINNED SOLID GROUND WIRE BURIED MIN. 30" BELOW GRADE, 24" FROM CONC. SLAB, CONNECTING TO (E) GROUND SYSTEM. SEE E-5
- 21

GROUND ROD DRIVEN UNTIL TOPS ARE MIN. 30" BELOW GRADE. EXOTHERMICALLY WELD RODS TO RING GROUND WIRE. SEE E-5
- 22

CONNECT EACH GATE TO RING GROUND WITH NO. 2 TINNED SOLID COPPER WIRE W/ CAD-WELD. PROVIDE #2 BRAIDED COPPER STRAP TO BOND GATE TO FENCE POST. SEE E-5
- 23

NO. 2 TINNED SOLID COPPER WIRE BONDED TO FENCE POST.
- 24

COMBINED TELCO / ELECT. TRENCH SEE SHT. E-2 FOR CONTINUATION, FOR DETAIL, SEE E-5
- 25

1/8" S. SOLID TINNED GROUND TO AUX. CABINET
- 26

MAIN GROUND BUS
- 27

GROUND TEST WELL

POWER & GROUND LAYOUT

SCALE: 3/16"=1'-0"

1

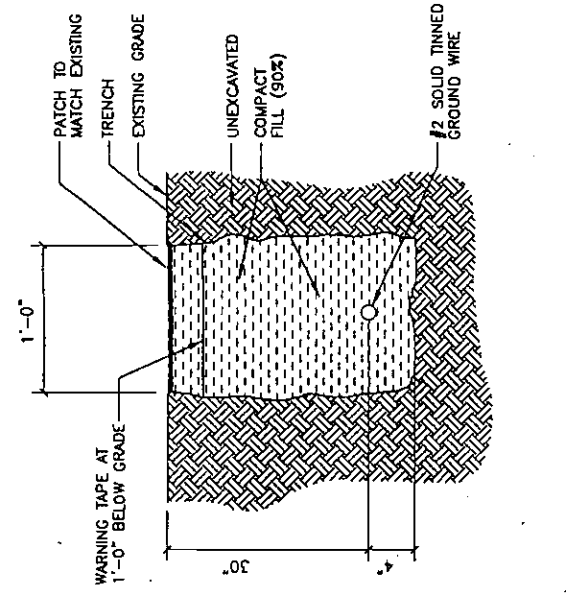
E-3

WORKING DRAWINGS
CASE NUMBER
PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DRAWINGS IS THE PROPERTY OF DBI PACIFIC. ANY REUSE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE PROJECT FOR WHICH IT WAS PREPARED IS STRICTLY PROHIBITED.
DRAWN BY: MA
CHECKED BY: DOG
ISSUES
DATE DESCRIPTION
10/7/14 PRELIM. CD
10/14/14 SUBMITTAL CD

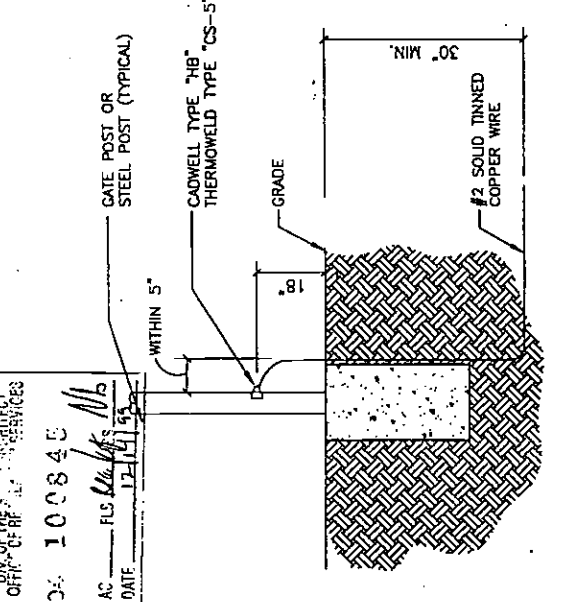


PROPOSED PCS FACILITY
 OAKA HILLS HIGH SCHOOL
 33333 GOLDEN GATE
 DATA PORT
 SITE# OR131-A

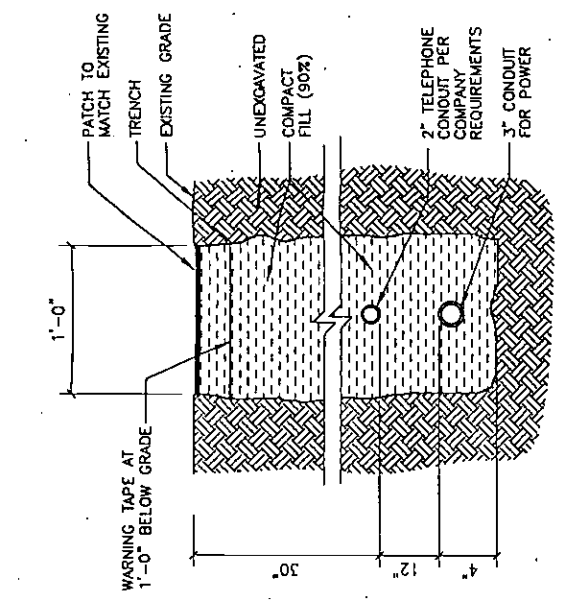
DETAILS
E-5



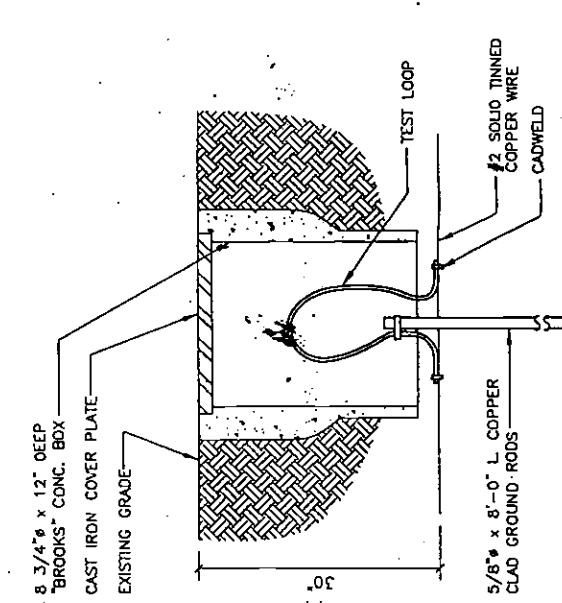
GROUND TRENCHING
NO SCALE
2



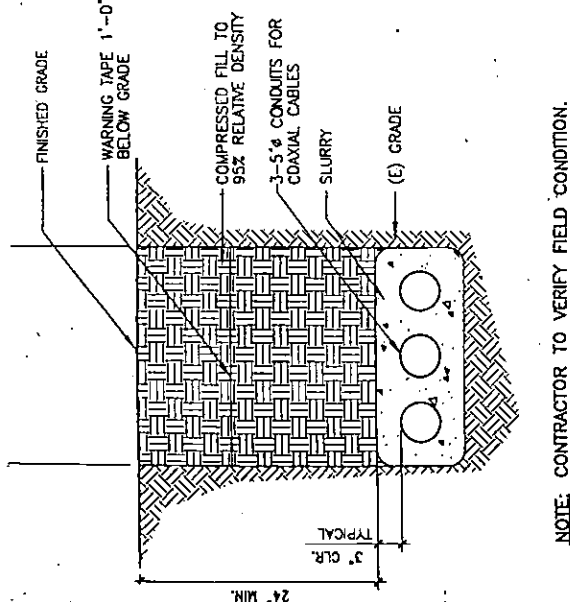
GATE POST GROUNDING
NO SCALE
1



COMBINED ELECT./TELCO TRENCHING
NO SCALE
4



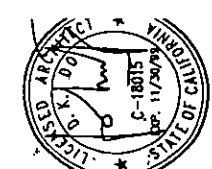
GROUND ROD
NO SCALE
3



U.G. CABLE TRAY TRENCH
SCALE: N.T.S.
5

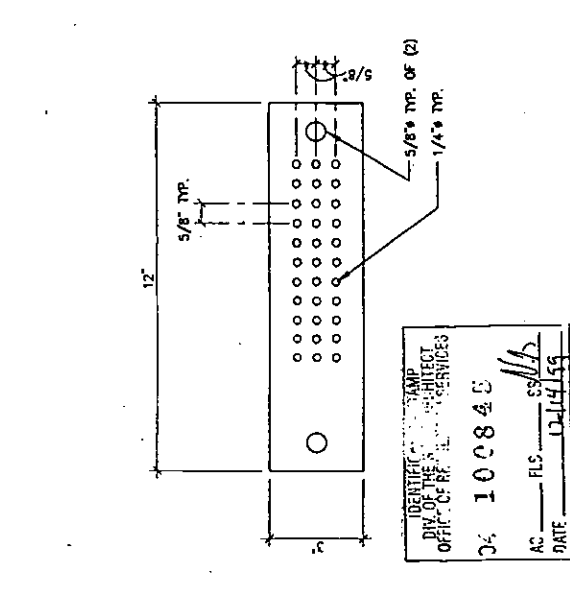
NOTE: CONTRACTOR TO VERIFY FIELD CONDITION.

WORKING DRAWINGS
DWG. NUMBER
PROJECT INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF DEL PACIFIC ARCHITECTURAL SERVICES, INC. STRICTLY PROHIBITED.
DRAWN BY: WA
CHECKED BY: DKO
ISSUES
DATE
DESCRIPTION
04/27/98 PRELIM. CO

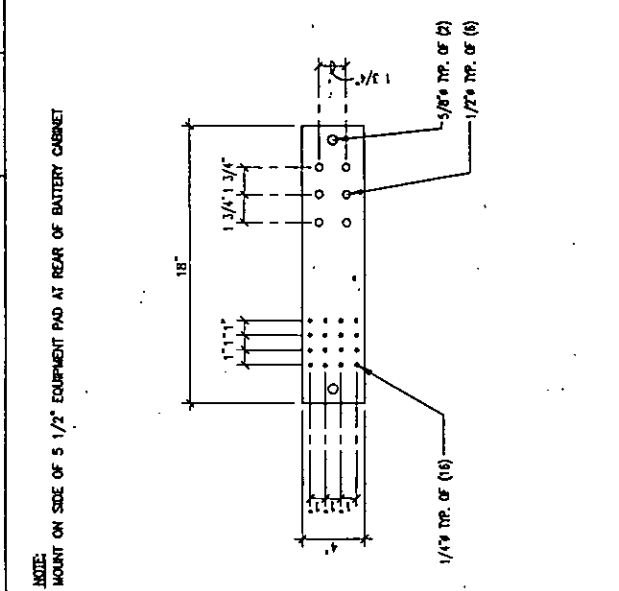


PROPOSED PCS FACILITY
 16400 MOONBROOK
 CANYON ROAD
 RIVERSIDE, CA
 SITE# RI027-A

DETAILS
E-6



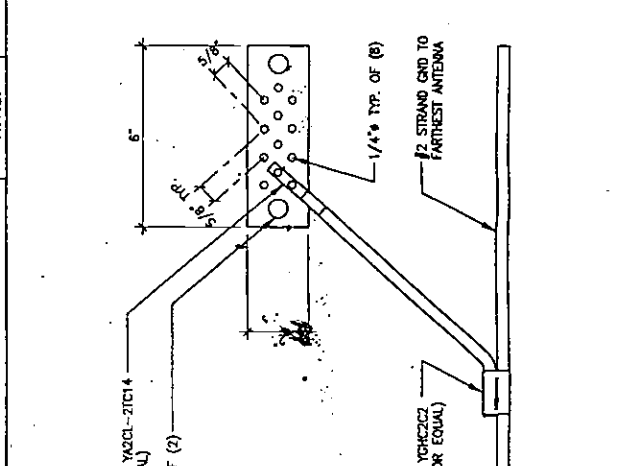
ANTENNA GROUND BUS BAR
SCALE: N.T.S.
2



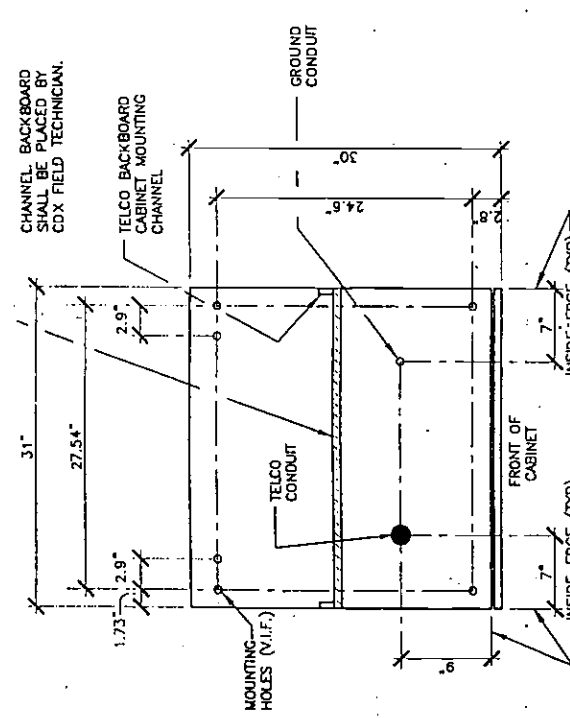
MAIN GROUND BUS BAR
SCALE: 1 1/2"=1'-0"
1

NOTE:
 THE SECOND SHELF IN THE CABINET WILL REQUIRE TWO OUTPUT PENETRATIONS TO MATCH THE HOLES CUT IN THE BOTTOM OF THE CABINET TO SIZE FOR THE 4-GRS TELCO GROUND CONDUIT HOLE SIZE. IT SHOULD BE A MINIMUM OF 2" FROM THE GROUND CONDUIT TO THE CENTER OF THE HOLES. OTHER SIZE MODIFICATIONS OF THE SHELF CUTOUTS SHOULD BE APPLICABLE PENDING APPROVAL BY THE INTERCONNECTIONS ENGINEER. IT IS MANDATORY TO MAKE SURE THAT THE CONDUIT PENETRATIONS ARE IN FRONT OF THE TELCO BACKBOARD IN THE AUX. CABINET.
 FINISH EDGE OF CONDUITS TO BE SMOOTH. USE APPROPRIATE BUSHINGS.

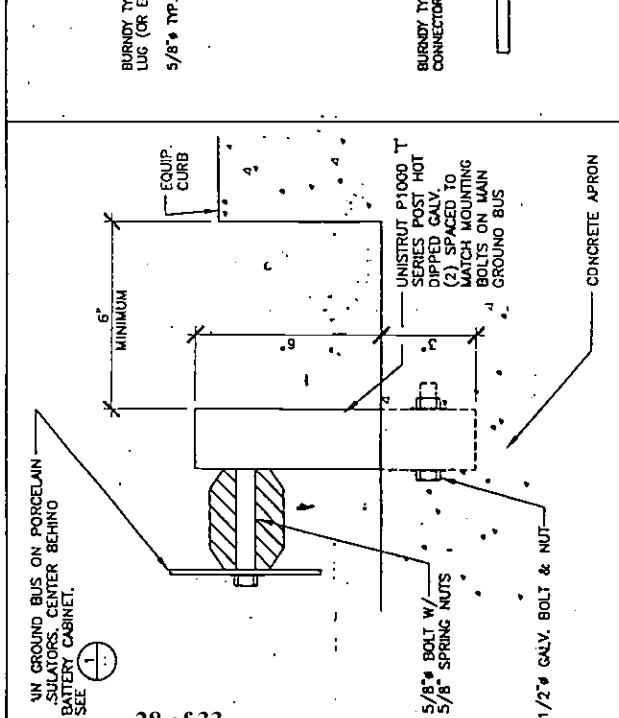
AUXILIARY CABINET
SCALE: N.T.S.
4



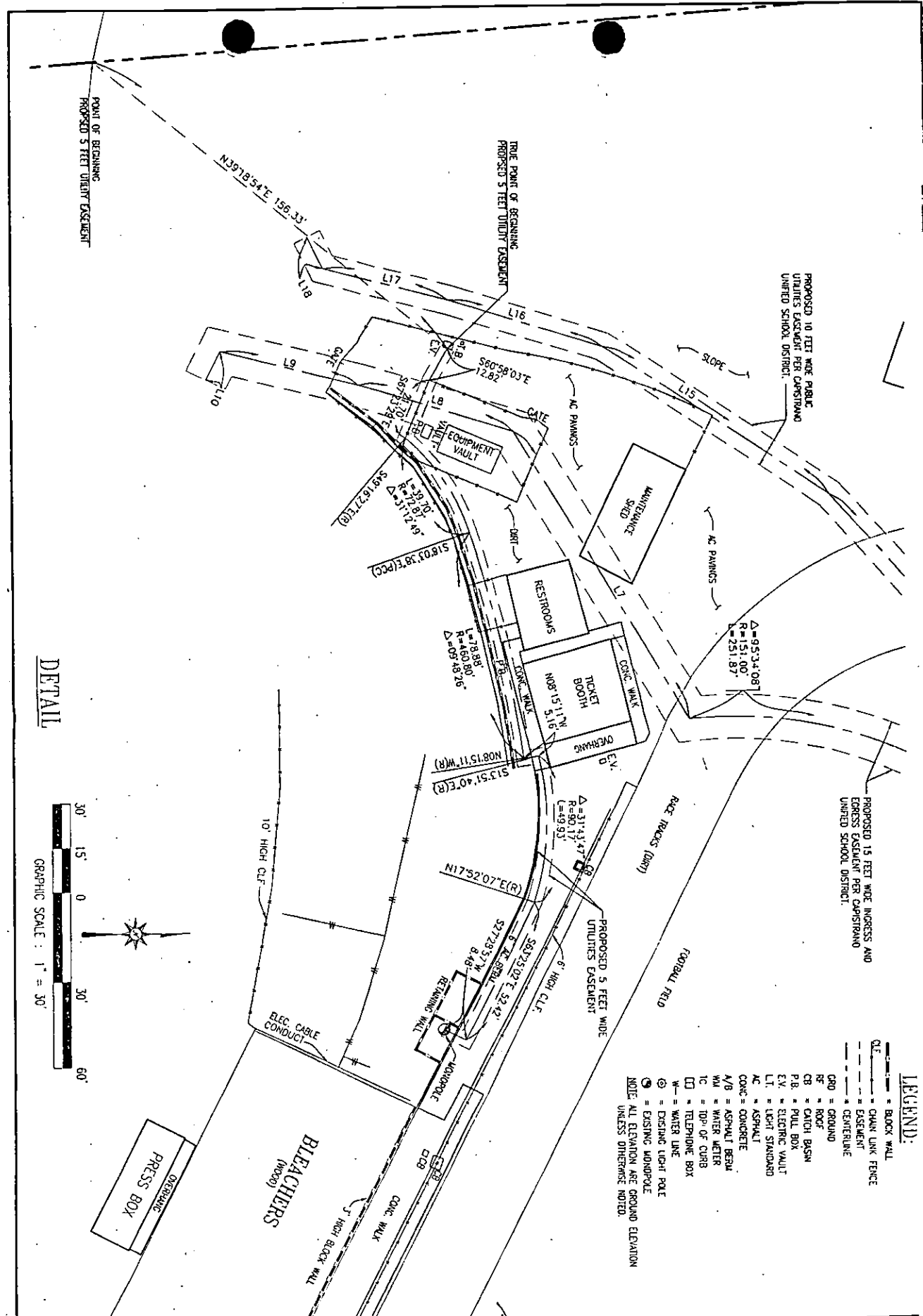
SECTOR GROUND BUS BAR
SCALE: 3"=1'-0"
3



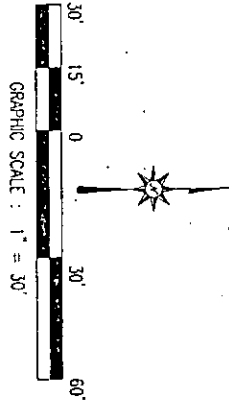
MAIN GROUND BUS BAR ANCHOR
SCALE: N.T.S.
5



SECTOR GROUND BUS BAR
SCALE: 3"=1'-0"
3



DETAIL



- LEGEND:**
- BLOCK WALL
 - CHAIN LINK FENCE
 - EASEMENT
 - CENTERLINE
 - GRD = GROUND
 - RF = ROOF
 - CB = CATCH BASIN
 - P.B. = PULL BOX
 - EV = ELECTRIC VAULT
 - LT = LIGHT STANDARD
 - AC = ASPHALT
 - CONC = CONCRETE
 - A/B = ASPHALT DRIVE
 - WM = WATER METER
 - TC = TOP OF CURB
 - = TELEPHONE BOX
 - W = WATER LINE
 - ⊙ = EXISTING LIGHT POLE
 - ⊙ = EXISTING MONOPOLE
- NOTE: ALL ELEVATIONS ARE GROUND ELEVATION UNLESS OTHERWISE NOTED.

SHEET 2 OF 3 SITE NUMBER	DANA HILLS HIGH SCHOOL 33333 STREET OF THE GOLDEN LANTERN DANA POINT, CA, 92629	PETER and ASSOCIATES ENGINEERS, GEOLOGISTS & SURVEYORS, INC. CORPORATE OFFICE: 1519 CALLE VALLE, SAN CLEMENTE, CA 92672 PHONE: 949-492-2135 FAX: 949-492-1891 29 of 33 GARDEN GROVE OFFICE: 7231 GARDEN GROVE BOULEVARD, SUITE 2, GARDEN GROVE, CA 92641 949-714-999-1740 FAX 949-899-1750	PROFESSIONAL LAND SURVEYOR MICHELLE No. 5236 Exp. 6/30/03 STATE OF CALIFORNIA		REV. DESCRIPTION BY CHECK BY 454 of 463
-----------------------------	--	---	---	--	---

THE BASIS OF BEARINGS OF THIS PLAT IS BASED UPON NORTH AMERICAN DATUM 1983, (NAD83) AS PER ORANGE COUNTY HORIZONTAL CONTROL DATA SHEET, OPS NO. 7521 AND 7522.
 THE BASIS OF ELEVATIONS OF THIS PLAT IS BASED UPON NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD29) AS PER ORANGE COUNTY VERTICAL CONTROL DATA SHEET, DESIGNATION: JMW-3-78, ELEVATION: 314.214 FEET, (1995 AD).

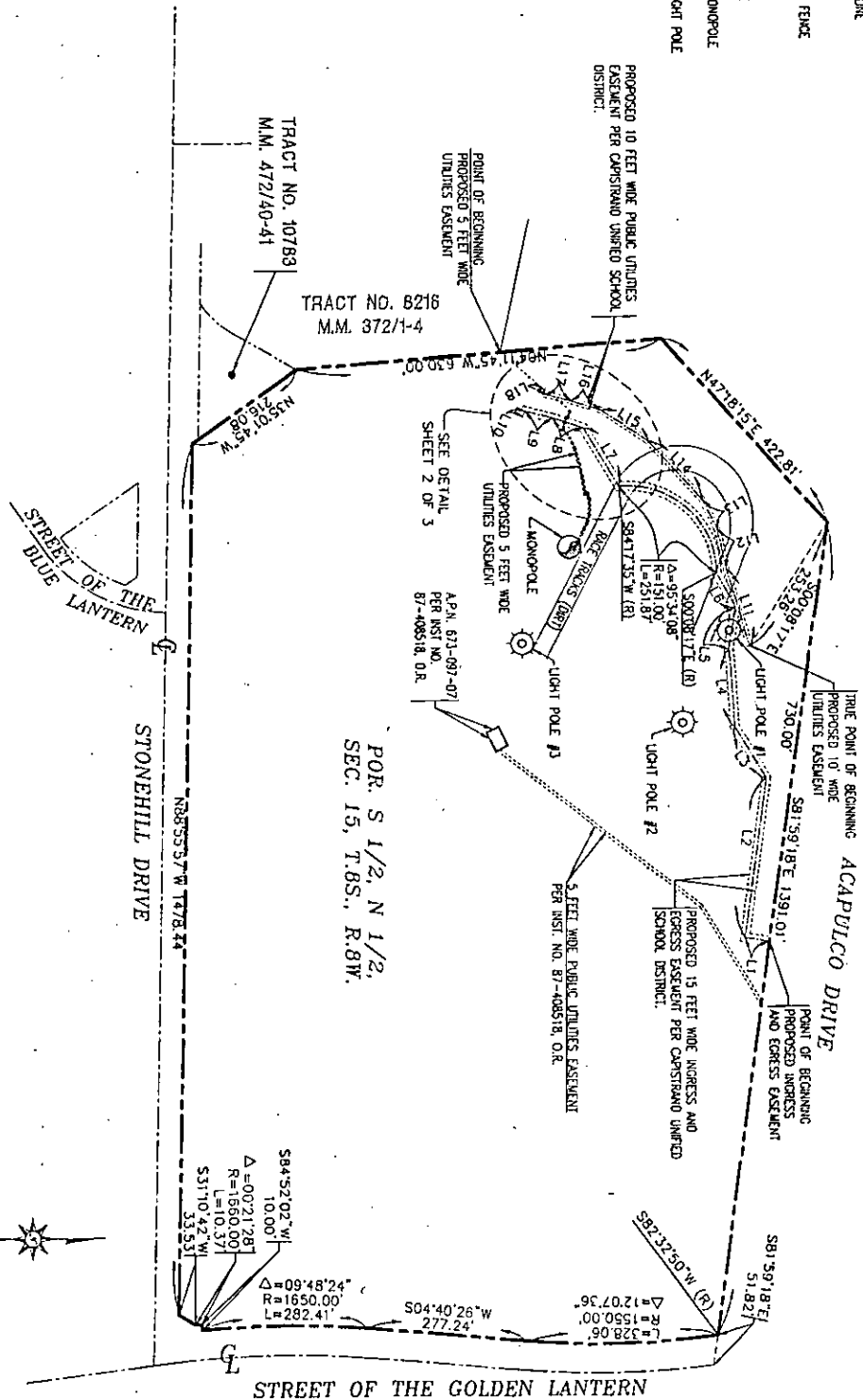
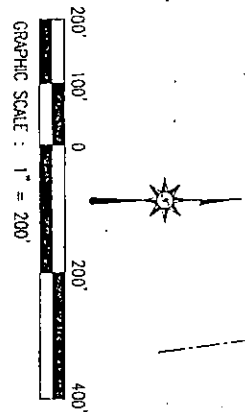
LEGEND:

- PROPERTY LINE
- LOT LINE
- CHAIN LINK FENCE
- EASEMENT
- CENTERLINE
- ⊙ EXISTING MONOPOLE
- ⊙ EXISTING LIGHT POLE

ALL ELEVATIONS ARE GROUND ELEVATION
 LESS DIFFERENCE NOTED.

NUMBER	BEARING	DISTANCE
L1	S 08°06'41" W	43.82'
L2	N 82°00'27" W	275.59'
L3	S 57°43'29" W	104.34'
L4	S 86°12'44" W	134.99'
L5	N 81°57'02" W	76.16'
L6	S 61°16'35" W	67.47'
L7	S 58°25'36" W	115.66'
L8	S 17°28'46" W	55.33'
L9	S 14°36'01" W	49.28'
L10	S 63°42'01" E	11.10'
L11	S 72°47'56" W	141.93'
L12	S 77°11'08" W	70.33'
L13	S 63°48'10" W	56.80'
L14	S 46°51'24" W	135.59'
L15	S 33°22'49" W	94.62'
L16	S 17°28'46" W	55.33'
L17	S 14°32'11" W	44.18'
L18	S 63°42'01" W	12.09'

PROPOSED EASEMENT PLAT



SHEET 1 OF 3	DANA HILLS HIGH SCHOOL 33333 STREET OF THE GOLDEN LANTERN DANA POINT, CA 92629	PETER and ASSOCIATES ENGINEERS, GEOLOGISTS & SURVEYORS, INC. CORPORATE OFFICE: 1519 CALLE VALLE, SAN CLEMENTE, CA 92672 PHONE: 949-492-3335 FAX: 949-492-1891 GARDEN GROVE OFFICE: 7731 GARDEN GROVE BOULEVARD, SUITE J, GARDEN GROVE, CA 92641 PHONE: 714-899-1740 FAX 714-899-1750	PROFESSIONAL LAND SURVEYOR MICHEL M. 5235 EXP. 6/30/03 STATE OF CALIFORNIA	BY: _____ CHECK BY: _____
	455 of 463			
	DESCRIPTION			

EXHIBIT C

MEMORANDUM OF EASEMENT

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Sprint PCS, LLC
4683 Chabot Drive, Suite 100
Pleasanton, CA 94588
Attn: Property Management

SPACE ABOVE THIS LINE FOR RECORDER'S USE

April 99

Site Name

Memorandum of Easement

Site I. D. OG03XC131

This memorandum evidences that Capistrano Unified School District of Orange County, California, a body politic ("Owner") and WirelessCo, L.P., a limited partnership ("WirelessCo"), have made and entered into a written Easement Agreement dated as of the latest date on which any of the parties comprising Owner and WirelessCo have executed this Memorandum, as indicated below (the "Commencement Date").

Such Agreement provides in part that Owner grants to WirelessCo easements for use of a certain site ("Site") located on real property of Owner at 33333 Golden Lantern, Dana Point, California, which is described in Exhibit A attached hereto, for installation, operation, maintenance, repair, replacement and removal of a PCS telecommunications system, including easements for unrestricted rights of access thereto and to electric and telephone utility service, for a term of five (5) years commencing on the Commencement Date, which term is subject to two (2) additional five (5) year extension periods by WirelessCo.

IN WITNESS WHEREOF, the parties have executed this Memorandum on the dates set forth below their signatures below.

"OWNER"

"Wireless"

Capistrano Unified School District of Orange County,
California, a body politic

WirelessCo, L.P., a limited partnership

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: 32972 Calle Perfecto, San Juan Capistrano, CA 92675
Attn: David Doomey

Address: c/o Sprint PCS, LLC, 4683 Chabot Drive, Suite 100,
Pleasanton, CA 94588, Attn: Property Management

Attach Exhibit A - Site Description

205648_1.DOC

OG03XC131

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names (s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity
upon behalf of which the persons(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____ (Seal)

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names (s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity
upon behalf of which the persons(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____ (Seal)

PROMOTION/ACCELERATION/RETENTION

The Board of Trustees expects students to progress through each grade within one school year. To accomplish this, instruction should accommodate the varying interests and growth patterns of individual children and include strategies for providing extra attention or assistance when needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement which are established by the Board of Trustees.

Progress toward high school graduation shall be based on the student's ability to pass the subjects and electives necessary to earn the required number of credits. The student must also meet the minimum proficiency requirements set by the Board of Trustees.

Kindergarten

Children five years old or older who have completed one year of an accredited kindergarten program may be admitted to first grade, in accordance with Board Policy 5111, Age of Admission. (Education Code §48010 and §48011)

First Grade Acceleration

A child enrolled in kindergarten may be admitted to the first grade at the discretion of the principal and upon determination that the child is ready for first grade work. Admission shall be subject to the following minimum criteria: (Code of Regulations, Title 5, §200)

1. The child is at least five years of age.
2. The child has attended a public school kindergarten for a long enough time to enable school personnel to evaluate his/her ability and conduct a Student Study Team (SST) meeting in order to make a determination.
3. The child is in the upper five percent of his/her age group in terms of general academic ability.
4. The physical development and social/emotional maturity of the child are consistent with his/her advanced academic ability.
5. The parent/guardian of the child has submitted a written request statement with the District approving the placement in first grade.

PROMOTION/ACCELERATION/RETENTION (continued)**Acceleration: Grades 1-8**

Acceleration is possible when high academic achievement is evident with recommendation from the SST. However, the student's social and emotional growth shall be taken into consideration before placing him/her in a higher grade.

Retention: K-8

When a student is being considered for retention or is identified as being at risk for retention, the principal or designee and site team shall provide opportunities for remedial instruction to assist the student in overcoming his/her academic difficulties. Such opportunities will be developed through the SST intervention plan.

Consideration for Retention by Parent

Parent requests for retention must be initiated 21 calendar days prior to the last of day of the school year ~~prior to June 1st of the current school year~~. When a parent/guardian believes that retention is necessary to meet his/her child's needs, he/she shall ask the principal to schedule a SST meeting to consider the child's academic, social, and emotional performance. The parents are invited to participate in the SST meeting. An Individual Educational Program (IEP) meeting will be convened in place of an SST for special education students.

Consideration for retention consists of the following steps:

1. Collection and summary of data which describe the student's behavior and academic progress.
2. Review of the student's developmental history.
3. Review of the student's prior school history, if applicable.
4. Review and updating of medical data as needed.
5. Determination of present cognitive and emotional status by the SST.

Upon completion of the study, the principal or designee will conduct a SST meeting to include the teacher(s), and parent(s)/guardian(s) to review the information and render a decision. The team's recommendation regarding the retention request will be documented in the SST.

PROMOTION/ACCELERATION/RETENTION (continued)**Late Parent Requests for Retention**

For retention requests received after the 21st calendar day prior to the final day of the school year ~~June 1st or after~~, the child will matriculate to the next grade level and must attend school while the team evaluates the parent's request. The student will be placed in their matriculated grade level until the SST process has been completed and a decision has been made. An SST meeting will be convened within the first 30 days of the new school year. An IEP meeting will be convened in place of an SST for special education students. The parent protocol for requesting an IEP meeting will be followed. The SST or IEP team will then complete the retention evaluation per Board Policy 5122 and document their written findings and decision.

Parent Appeal Process

Once the SST or IEP has been conducted and a decision rendered, parents who disagree with the school's decision will be provided an opportunity to an appeal. (§48070.5) Parents requesting an appeal may be referred to the Superintendent, or designee, who shall make the final decision.

Notification of Potential Failure

When it becomes evident to a teacher that a student is in danger of failing a course, the teacher shall: arrange a conference with the student's parent/guardian, call the student's parent/guardian and/or send the parent/guardian a written report. (Education Code §49067)

In the event a teacher notifies a parent/guardian of the potential failure of a student over the telephone, the telephone call should be documented and a written failure notice should also be sent in the mail. Notices of students being in danger of failing should generally be mailed to any student in grade 6-12 who is earning a "D" or "F" grade during the progress reporting date of each grading period.

Interventions

Prior to retention in middle school, students who are at risk of retention, as evidenced by significant classroom failure, shall be provided the opportunity to participate in interventions programs, if such programs have been funded.

High School Progress

Upon entering high school, students will have eight consecutive semesters to complete the required number of credits and courses for a high school diploma. The student must

also meet minimum proficiency requirements in basic skills as set by the Board and the State of California.

Students

BP 5122 (d)

PROMOTION/ACCELERATION/RETENTION (continued)

Special Needs Students

All elementary, middle, and high school students enrolled in special education programs must meet the promotion requirements stated in his/her IEP.

Legal Reference:

EDUCATION CODE

37252-37253 Summer School

46300 Method of computing ADA

48011 Admission on completing kindergarten; grade placement of pupils coming from other districts

48070-48070.5 Promotion and retention

48431.6 Required systematic review of students and grading

51215 Proficiency standards in basic skills

51216 Assessment of pupil proficiency

51217 Withholding diploma (high school)

51218 Separate proficiency standards

56345 Elements of individualized education plan

60641-60647 Standardized Testing and Reporting Program

60648 Minimum performance levels

CODE OF REGULATIONS, TITLE 5

200-202 Admission and exclusion of students

Management Resources:

CDE PROGRAM ADVISORIES

06121.89-06123.89 Educating Young Children: Next Steps in Implementing the School Readiness Task Force Report

0916.91 Retention of Students in Elementary & Middle Grades, CIL 91/92-02

CDE MANAGEMENT ADVISORIES

0900.90 Changes in Law concerning eligibility for Admission to Kindergarten 90-10

Policy

adopted: August 18, 1997

revised: March 8, 1999

1st correction: November 8, 1999; 2nd correction December 8, 1999

revised: June 27, 2012

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

IMMUNIZATION REQUIREMENTS FOR SCHOOL ENTRY

To protect the health of all students and staff and to curtail the spread of infectious diseases, the Board of Trustees shall cooperate with state and local public health agencies to encourage and facilitate immunization of all District students against preventable diseases.

~~The California Health and Safety Code requires that all students be fully immunized against diphtheria, pertussis (whooping cough), tetanus, poliomyelitis, measles, mumps, and rubella in the manner and with immunization agents approved by the state department prior to their first admission to a district school. Students entering kindergarten after August 1997 shall have Hepatitis immunizations prior to school entry.~~

Each student enrolling for the first time in an elementary or secondary school, preschool, or child care and development program or, after July 1, 2016, enrolling in or advancing to grade 7 shall present an immunization record from any authorized private or public health care provider certifying that he/she has received all required immunizations in accordance with the age/grade and dose required by the California Department of Public Health, against the following diseases:

1. Measles, mumps, and rubella (MMR)
2. Diphtheria, tetanus, and pertussis (whooping cough) (DTP, DTaP, or Tdap)
3. Poliomyelitis
4. Hepatitis B
5. Varicella (chickenpox)
6. Haemophilus influenza type b (Hib meningitis)
7. Any other disease designated by the California Department of Public Health.

~~Students who have met all immunization requirements shall be allowed to enroll and attend class. Students who have not met all legal immunization requirements must do so and provide appropriate documentary proof of required immunization before being allowed to attend class.~~

Exemptions

~~Parents or legal guardians may submit a statement of medical exemption from their healthcare provider or sign a personal beliefs exemption in lieu of immunization.~~

Students shall be excluded from school or exempted from immunization requirements only as allowed by law:

1. A licensed physician indicates that a student should be exempted for medical reasons.
2. A student who, prior to January 1, 2016, submitted a letter or affidavit, on file at a California private or public elementary or secondary school, child care center, day nursery, nursery school, family day care home, or development center, stating beliefs opposed to immunization shall be allowed enrollment until the pupil enrolls in the next grade span.

IMMUNIZATION REQUIREMENTS FOR SCHOOL ENTRY (continued)

Grade span is defined as each of the following: birth to preschool; kindergarten and grades 1-6, inclusive, including transitional kindergarten; and, grades 7 to 12, inclusive.

3. A student is enrolled in independent study and does not receive classroom-based instruction.

Conditional Enrollment

The Superintendent or designee may conditionally admit a student with documentation from an authorized health care provider providing one of the following:

1. The student has received some but not all required immunizations and is not due for any vaccine dose at the time of admission.
2. The student has a temporary exemption from immunization for medical reasons.

The Superintendent or designee may conditionally admit a student without documentation from an authorized health care provider under the following conditions:

1. Homeless children and foster youth must be immediately enrolled even if they are unable to produce records normally required for enrollment, including medical records.
2. Children of military families must be allowed 30 days from the date of enrollment to obtain required immunizations.
3. A transfer student may be conditionally admitted for up to 30 school days while his/her immunization records are being transferred from the previous school. If these records do not arrive within 30 school days, the student shall be excluded from school until the required immunizations have been administered.
4. A student who qualified for an individualized education program (IEP), unless otherwise exempt, shall be fully immunized in accordance with Health and Safety Code 120335 and this regulation. However, the district shall continue to implement the student's IEP and shall not prohibit the student from accessing any special education and related service required by his/her IEP regardless of whether the student is fully immunized

Records

The Superintendent or designee shall record each new entrant's immunizations in the California School Immunization Record and retain it as part of the student's mandatory permanent student record. District staff shall maintain the confidentiality of immunization records and may disclose such information to state and local health departments only in accordance with law.

IMMUNIZATION REQUIREMENTS FOR SCHOOL ENTRY (continued)

Legal Reference:

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 5112.1 - Exemptions from Attendance)

(cf. 5112.2 - Exclusions from Attendance)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5148 - Child Care and Development)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

EDUCATION CODE

44871 Qualifications of supervisor of health

46010 Total days of attendance

48216 Immunization

48853.5 Immediate enrollment of foster youth

48980 Required notification of rights

49403 Cooperation in control of communicable disease and immunizations

49426 Duties of school nurses

49701 Flexibility in enrollment of children of military families

51745-51749.6 Independent study

HEALTH AND SAFETY CODE

120325-120380 Immunization against communicable disease, especially:

120335 Immunization requirement for admission

120395 Information about meningococcal disease, including recommendation for vaccination

120440 Disclosure of immunization information

CODE OF REGULATIONS, TITLE 5

430 Student records

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

UNITED STATES CODE, TITLE 42

11431 Equal educational access of homeless children

11432 Immediate enrollment of homeless children

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

Policy

adopted: August 18, 1997

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano , California

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 23, 2016

**SUMMARY OF CUSD ALGEBRA 1-GEOMETRY-ALGEBRA 2 TEACHER
RECOMMENDATION & SYNOPSIS OF RECOMMENDATION PROCESS**

BACKGROUND INFORMATION

March 5, 2015

District Algebra 1-Geometry-Algebra 2 Textbook Faire

Twenty District Algebra 1-Geometry-Algebra 2 Teachers reviewed/rated the following twelve high school math programs:

Agile Mind	Houghton Mifflin - AGA
Carnegie Learning	Houghton Mifflin - Big Ideas
College Preparatory Math (CPM)	Kendall Hunt
Cord Communications	Pearson - Alg1-Geo-Alg2
Eureka Math	Pearson - CME
Glencoe/McGraw-Hill	Triumph Learning

March 24, 2015

District Algebra 1-Geometry-Algebra 2 Review Committee

Nineteen District Algebra 1-Geometry-Algebra 2 Teachers reviewed the teacher ratings of the twelve high school math programs. Of the twelve programs reviewed by the math teachers, seven programs were recommended for presentations and five programs were not recommended for presentations:

Recommended for Presentations

College Preparatory Math (CPM)	Houghton Mifflin - AGA
Cord Communications	Houghton Mifflin - Big Ideas
Eureka Math	Pearson - Alg1-Geo-Alg2
Glencoe/McGraw-Hill	

Not Recommended for Presentations

Agile Mind	Pearson - CME
Carnegie Learning	Triumph Learning
Kendall Hunt	

April 23, 2015

District Algebra 1-Geometry-Algebra 2 Textbook Presentations

Twenty-five District middle school and high school math teachers attended publisher presentations. Of the six programs presented, two programs were recommended for piloting and five programs were not recommended for piloting:

Recommended for Piloting

Houghton Mifflin - AGA

Pearson - Alg1-Geo-Alg2

Not Recommended for Piloting

College Preparatory Math (CPM)

Cord Communications

Eureka Math

Glencoe/McGraw-Hill

Houghton Mifflin - Big Ideas

August 2015 – December 2015

Textbook Piloting - Twenty-four District math teachers (six middle school and eighteen high school) each piloted both the Houghton Mifflin and Pearson programs (all teachers switched books in November).

December 15, 2015

Recommendation Meeting - 71% of the 24 District pilot math teacher votes were for Pearson and 29% of the votes were for Houghton Mifflin. By consensus, the pilot teachers recommend the Pearson Algebra 1-Geometry-Algebra 2 textbook series for District board adoption on March 9 (pending IMRC approval).

All pilot teachers rated the Houghton Mifflin and Pearson programs on a 1-4 scale on six categories (see attached "High School Math Pilot Ratings – Vote Form"). The average scores per program listed based on all pilot teacher ratings are provided:

Focus – Houghton Mifflin: 2.63 Pearson: 3.17 (Pearson +0.54)

Coherence – Houghton Mifflin: 2.21 Pearson: 3.17 (Pearson +0.96)

Rigor – Houghton Mifflin: 2.88 Pearson: 2.63 (Pearson -0.25)

Universal Access – Houghton Mifflin: 2.17 Pearson: 3.25 (1.08)

Teacher Support Materials – Houghton Mifflin: 2.25 Pearson: 3.29 (Pearson 1.04)

Student and Parent Support – Houghton Mifflin: 2.21 Pearson: 3.25 (Pearson 1.04)

January 4 & 5, 2016

Middle and High School Math Department Chair Meetings - The pilot teacher recommendations will be reviewed by the middle school and high school math department chairs.

January 6, 2016

Instructional Materials Review Committee Cycle Begins - The Instructional Materials Review Committee receives the pilot teacher recommendation of the Pearson Algebra 1, Geometry, and Algebra 2 textbooks.

February 10, 2016

Instructional Materials Review Committee Submitted Votes - The Instructional Materials Review Committee voted 12-0 in support of adopting the Pearson Algebra 1, Geometry, and Algebra 2 textbooks.

CURRENT CONSIDERATIONS

March 1-April 22, 2016

Curriculum Development/Alignment of Algebra 1-Geometry-Algebra 2 Essential Math Concepts (EMCs) to Pearson Textbooks - Given the IMRC's 12-0 vote in support of adopting the Pearson textbooks, sub-committees of 16 volunteer Algebra 1, Geometry, and Algebra 2 teachers meet to (1) review/revise the order of topics taught within each course and (2) identify lessons/activities within the

Pearson program materials to ensure that all students demonstrate disciplinary literacy at a DOK Level 3 or higher. Specific standards-based performance tasks and investigations are identified, and Common Formative Assessment lessons to be used by all District math teachers for each unit for each math course are created.

March 9, 2016 March 23, 2016

Board Meeting - Pending approval from the Instructional Materials Review Committee, the board will determine whether to accept the IMRC's recommendation to adopt the Pearson Algebra 1-Geometry-Algebra 2 textbook series.

April 26, April 28, and either August 8, 9, or 10, 2016

Curriculum Development/Textbook Alignment Trainings - All Algebra 1-Geometry-Algebra 2 teachers will be trained on the use of the Pearson textbook series. The focus of the training will be on how the Pearson textbook (1) aligns with the "Unit of Study Around a Big Idea" template (see attached) for each standards-based Essential Math Concept (EMC) for each of the three courses and (2) fully supports the district's Wildly Important goal to "Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students."

August 15, 2016

Start of 2016-17 School Year - The Pearson Algebra 1-Geometry-Algebra 2 is the primary resource for standards-based instruction.

Ramifications of not adopting:

If the consensus recommendation of the Pearson Algebra 1-Geometry-Algebra 2 program by the 24 pilot teachers, the 6 high school department chairs, and the 12 middle school math department chairs is not approved by the board at its March 23 meeting, many teachers will be extremely frustrated. From its inception on March 5, 2015, the District high school math textbook adoption process has been open, inclusive, and transparent, with all Algebra 1, Geometry, and Algebra 2 teachers invited to participate in the process. Countless hours were spent by teachers analyzing every high school math textbook available on the market, selecting which textbooks to pilot, receiving training on the pilot textbooks, using the materials in classrooms for a significant period of time, and voting for a recommended program which best meets the needs of District students. Additional hours of curriculum alignment and development, indicated as appropriate and necessary given the Instructional Review Materials Committee's 12-0 vote in favor of the adoption of the Pearson materials, will be lost. If the teacher consensus recommendation is not approved, staff is concerned that participation in future piloting/analysis of instructional materials will most likely cease, due to the perceived lack of trust in the judgment to select an appropriate standards-based math program for their students.

In addition to the factors outlined above, District Algebra 1, Geometry, and Algebra 2 teachers would continue to use outdated, non-standards-aligned math materials as the primary resource. Online access to the current Holt Algebra 1 online resources (online student textbook, tutorial videos, self-check quizzes, and other support materials) will expire, and would have to be renewed at an additional cost to the District (specific cost unknown). The online resources for the current high school Geometry and Algebra 2 programs will continue to be severely lacking, given the 2001 copyright of those materials. The continued use of non-standards-aligned materials, and the rejection of the team's recommendation, may send a message to high school teachers, students, and parents that the District is wavering in our commitment to providing instructional materials aligned to the California-adopted math standards. In the future, publishers may be hesitant to supply the free materials/training/support for piloting purposes that the District has received in the past.

Additional Info

A request for a 6-year adoption cost has been requested from our Pearson rep. A shorter contract would be fully supported by the District's math teachers.

To the best of staff's knowledge, no new "better" standards-aligned math textbook materials are on the verge of going to market.

STAFF RECOMMENDATION

Staff recommends the Board of Trustees approve Instructional Materials Recommended for Adoption: Secondary Mathematics, Grades 6-12.

Capistrano Unified School District: High School Math Pilot Evaluation
HOUGHTON MIFFLIN

Name: _____ School: _____ Course(s) Taught (circle all that apply):

Please use the following rating scale for each category:

Algebra 1 Geometry Algebra 2

4 = Very Well 3 = Well 2 = Somewhat 1 = Not at all

Category	Guiding Questions	Rating
Focus	<p>Does the program emphasize the major work and fluencies of each grade span (focusing deeply where the standards focus) so that students build strong mathematical foundations?</p> <ul style="list-style-type: none"> Algebra 1 – Focus Areas: deepen and extend understanding of linear and exponential relationships; contrast linear and exponential relationships with each other and engage in methods for analyzing, solving and using quadratic functions; extend the laws of exponents to square and cube roots; and apply linear models to data that exhibit a linear trend. Geometry – Focus Areas: establish criteria for congruence of triangles based on rigid motions; establish criteria for similarity of triangles based on dilations and proportional reasoning; informally develop explanations of circumference, area and volume formulas; apply the Pythagorean Theorem to the coordinate plane; prove basic geometric theorems; and extend work with probability. Algebra 2 – Focus Areas: relate arithmetic of rational expressions to arithmetic of rational numbers; expand understandings of functions and graphing to include trigonometric functions; synthesize and generalize functions and extend understanding of exponential functions to logarithmic functions; and relate data display and summary statistics to probability and explore a variety of data collection methods. 	
Coherence	<p>Does the program link/connect the learning within and across grades so that students can build new understanding onto previously-learned foundations?</p> <ul style="list-style-type: none"> Does the sequence of topics “flow” well from topic to topic and from course to course level? 	
Rigor	<p>Is there equal intensity between conceptual understanding, procedural skills/fluency, and application of skills in problem-solving situations?</p> <ul style="list-style-type: none"> Was the program designed with the Eight Mathematical Practices in mind? Do the materials primarily use problems to guide the learning of procedural skills/fluency? Do lessons promote “sense making” rather than “answer-getting”? Do lessons have a few well-designed problems that progressively build and extend understanding? Does each problem set have a “purpose”, whether to teach new knowledge, bring misconceptions to the surface, build procedural skills/fluency, and/or engage students in one or several mathematical practices? Are assessments designed to inform teachers of their students’ thinking and conceptual understanding? 	
Universal Access	<p>Does the program provide support for a wide range of ability levels?</p> <ul style="list-style-type: none"> Is support for English language learners or struggling students embedded in the program and are there resources to help those learners to meet the same standards as all other students? Is support for high-achieving students embedded and are there resources to help those learners to extend the depth of their knowledge? 	
Teacher Support Materials	<p>Do the additional resources support the teacher in providing Common Core instruction?</p> <ul style="list-style-type: none"> Do the materials provide support on how to effectively embed the Eight Mathematical Practices? Is there sufficient guidance on student questioning techniques and active learning strategies? Is there sufficient guidance on how to recognize and correct student misconceptions? Does the program support both low-tech and high-tech classrooms? Is there a test-generating software program which provides Common Core-aligned items? 	
Student and Parent Support Materials	<p>Do the additional resources support all students and parents?</p> <ul style="list-style-type: none"> Are the student materials appropriate for the courses and free from mathematical errors or unclear language? Will students have access to sufficient support materials to work independently outside of class? Will parents have access to sufficient support materials to assist their children at home? 	

Capistrano Unified School District: High School Math Pilot Evaluation
PEARSON

Name: _____ School: _____ Course(s) Taught (circle all that apply):

Please use the following rating scale for each category:

Algebra 1 Geometry Algebra 2

4 = Very Well 3 = Well 2 = Somewhat 1 = Not at all

Category	Guiding Questions	Rating
Focus	<p>Does the program emphasize the major work and fluencies of each grade span (focusing deeply where the standards focus) so that students build strong mathematical foundations?</p> <ul style="list-style-type: none"> Algebra 1 – Focus Areas: deepen and extend understanding of linear and exponential relationships; contrast linear and exponential relationships with each other and engage in methods for analyzing, solving and using quadratic functions; extend the laws of exponents to square and cube roots; and apply linear models to data that exhibit a linear trend. Geometry – Focus Areas: establish criteria for congruence of triangles based on rigid motions; establish criteria for similarity of triangles based on dilations and proportional reasoning; informally develop explanations of circumference, area and volume formulas; apply the Pythagorean Theorem to the coordinate plane; prove basic geometric theorems; and extend work with probability. Algebra 2 – Focus Areas: relate arithmetic of rational expressions to arithmetic of rational numbers; expand understandings of functions and graphing to include trigonometric functions; synthesize and generalize functions and extend understanding of exponential functions to logarithmic functions; and relate data display and summary statistics to probability and explore a variety of data collection methods. 	
Coherence	<p>Does the program link/connect the learning within and across grades so that students can build new understanding onto previously-learned foundations?</p> <ul style="list-style-type: none"> Does the sequence of topics “flow” well from topic to topic and from course to course level? 	
Rigor	<p>Is there equal intensity between conceptual understanding, procedural skills/fluency, and application of skills in problem-solving situations?</p> <ul style="list-style-type: none"> Was the program designed with the Eight Mathematical Practices in mind? Do the materials primarily use problems to guide the learning of procedural skills/fluency? Do lessons promote “sense making” rather than “answer-getting”? Do lessons have a few well-designed problems that progressively build and extend understanding? Does each problem set have a “purpose”, whether to teach new knowledge, bring misconceptions to the surface, build procedural skills/fluency, and/or engage students in one or several mathematical practices? Are assessments designed to inform teachers of their students’ thinking and conceptual understanding? 	
Universal Access	<p>Does the program provide support for a wide range of ability levels?</p> <ul style="list-style-type: none"> Is support for English language learners or struggling students embedded in the program and are there resources to help those learners to meet the same standards as all other students? Is support for high-achieving students embedded and are there resources to help those learners to extend the depth of their knowledge? 	
Teacher Support Materials	<p>Do the additional resources support the teacher in providing Common Core instruction?</p> <ul style="list-style-type: none"> Do the materials provide support on how to effectively embed the Eight Mathematical Practices? Is there sufficient guidance on student questioning techniques and active learning strategies? Is there sufficient guidance on how to recognize and correct student misconceptions? Does the program support both low-tech and high-tech classrooms? Is there a test-generating software program which provides Common Core-aligned items? 	
Student and Parent Support Materials	<p>Do the additional resources support all students and parents?</p> <ul style="list-style-type: none"> Are the student materials appropriate for the courses and free from mathematical errors or unclear language? Will students have access to sufficient support materials to work independently outside of class? Will parents have access to sufficient support materials to assist their children at home? 	

Unit of Study

Around a Big Idea

