CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 Valle Road San Juan Capistrano, CA 92675

BOARD OF TRUSTEES

Regular Meeting **REVISED**

June 7, 2017 Closed Session 4:30 p.m.

Open Session 7:00 p.m.

AGENDA

CLOSED SESSION AT 4:30 P.M.

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

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Gregory Merwin/Sara Young

Attorney – Ernest Bell

Significant Exposure to Litigation – Four Cases

IDR Case Number 20170424	EXHIBIT A-1
IDR Case Number 20170510	EXHIBIT A-2
IDR Case Number 20170511	EXHIBIT A-3
IDR Case Number 20170512	EXHIBIT A-4

(Pursuant to Government Code §54956.9(d)(2))

B. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Gregory Merwin/Sara Young

Attorney – Ernest Bell

Significant Exposure to Litigation – SIX Cases

OAH Case Number 2017020807	EXHIBIT B-1
OAH Case Number 2017040033	EXHIBIT B-2
OAH Case Number 2017040286	EXHIBIT B-3
OAH Case Number 2017040476	EXHIBIT B-4
OAH Case Number 2017040852	EXHIBIT B-5
OAH Case Number 2017041124	EXHIBIT B-6

(Pursuant to Government Code §54956.9(d)(1))

C. STUDENT EXPULSIONS

Mike	Beekman

Seven Cases

Case Number 2017-041	EXHIBIT C-1
Case Number 2017-047	EXHIBIT C-2
Case Number 2017-049	EXHIBIT C-3
Case Number 2017-054	EXHIBIT C-4
Case Number 2017-055	EXHIBIT C-5
Case Number 2017-056	EXHIBIT C-6
Case Number 2017-057	EXHIBIT C-7

D. LIABILITY CLAIM

EXHIBIT D-1

Clark Hampton

Significant Exposure to Litigation – One Case

Rejection of Government Claim: No. LBI 1603649

(Pursuant to Subdivision (d) of Government Code § 54956.9, Paragraph (2) or(3))

E. PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT

Gordon Amerson

Executive Director, Fiscal Services

EXHIBIT E-1 EXHIBIT E-2

Principal, Elementary School

Assistant Superintendent, Special Education (SELPA)

Executive Director, Infant-Elementary Special Education Programs

Executive Director, Secondary/Adult Transition Special Education Programs

Executive Director, Informal Dispute Resolution/Compliance

Executive Director, Student Support Services

(Pursuant to Government Code § 54957)

F. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

EXHIBIT F-1

Gordon Amerson

One Case

(Pursuant to Government Code § 54957)

G. CONFERENCE WITH LABOR NEGOTIATORS

District Negotiators: Kirsten M. Vital/Gordon Amerson/Clark Hampton

Attorney – Jonathan Pearl Employee Organizations:

- 1) Capistrano Unified Education Association (CUEA)
- 2) California School Employees Association (CSEA)
- 3) Teamsters

(Pursuant to Government Code § 54957.6)

H. PUBLIC EMPLOYMENT AND EVALUATION OF PERFORMANCE

Superintendent

(Pursuant to Government Code § 54957(b))

RECORDING OF SCHOOL BOARD MEETINGS

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

OATH OF OFFICE

7:00 p.m.

Trustee Bullockus

OPEN SESSION AT 7:00 P.M.

CALL TO ORDER - ROLL CALL

PLEDGE OF ALLEGIANCE

OATH OF OFFICE

ADOPTION OF THE AGENDA

REPORT ON CLOSED SESSION ACTION

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

PUBLIC HEARINGS

1. PUBLIC HEARING: 2017-2018 LOCAL CONTROL ACCOUNTABILITY Page PLAN: EXT

Page 1 **EXHIBIT 1**

The Board will conduct a public hearing on the 2017-2018 Local Control Accountability Plan. The 2017-2018 Local Control Accountability Plan will be brought to the Board for approval at the June 28, 2017 Board Meeting.

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: Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

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

Contact: Susan Holliday, Associate Superintendent, Education Services

Staff Recommendation

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

2. PUBLIC HEARING: 2017-2018 PROPOSED BUDGET ADOPTION:

Page 89 **EXHIBIT 2**

The Board will conduct a public hearing on the 2017-2018 Budget Adoption. Supporting documentation is located in Exhibit 24.

Supporting documentation is located in Exhibit 24.

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

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

Staff Recommendation

decisions.

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.

3. PUBLIC HEARING: 2017-2018 SPECIAL EDUCATION LOCAL PLAN AREA ANNUAL SERVICE PLAN AND ANNUAL BUDGET PLAN:

Page 90 **EXHIBIT 3**

The Board will conduct a public hearing on the 2017-2018 Special Education Local Plan Area Annual Service Plan and Annual Budget Plan. The Annual Service Plan and Annual Budget Plan will be brought to the Board for approval at the June 28, 2017 Board Meeting.

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

4. DONATION OF FUNDS AND EQUIPMENT:

Page 115

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$118,479.03 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.

EXHIBIT 4

Contact: Clark Hampton, Deputy Superintendent Business and Support Services

5. PURCHASE ORDERS, COMMERCIAL WARRANTS AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:

Page 117 **EXHIBIT 5**

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 \$10,399,697.19 and the commercial warrants total \$3,522,611.82. 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.

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

6. INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS:

Page 150 **EXHIBIT 6**

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 five new agreements totaling \$416,002 and five amendments to existing agreements totaling \$151,000. 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.

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

7. EXTENSION NO. 1 OF REQUEST FOR PROPOSALS NO. 1-1617, E-RATE MULTIPLE CATEGORIES - DIMENSION DATA NORTH AMERICA:

Page 234 **EXHIBIT 7**

Approval of Extension No. 1 of Request for Proposal No. 1-1617, E-Rate Multiple Categories award to Dimension Data North America for the purchase of CISCO phones and related hardware. The original agreement term was June 1, 2016 through May 31, 2017. The extension agreement will be extended an additional 12 months for the period June 1, 2017 through May 31, 2018. The contractor will provide the equipment at the prices set in the agreement. No additional funding is needed for the extension.

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

8. EXTENSION NO. 2 OF BID NO. 1516-03, PLUMBING SERVICES - PACIFIC PLUMBING COMPANY OF SANTA ANA:

Page 238 **EXHIBIT 8**

Approval of Extension No. 2 of Bid No. 1516-03, Plumbing Services with Pacific Plumbing Company of Santa Ana, to provide plumbing services as needed throughout the District. The initial term of the bid award was for one year beginning July 1, 2015 through June 30, 2016 with four one-year renewal terms at the option of the Board of Trustees for a total contract term not-to-exceed 60 months, including the initial contract period. On June 22, 2016, Extension No. 1 was approved for an additional contract period of July 1, 2016 through June 30, 2017. The vendor agrees to maintain their current pricing for the renewal period of July 1, 2017 through June 30, 2018, as shown in Exhibit A. Expenditures utilizing this contract are estimated to be \$350,000 funded

by the general fund and deferred maintenance, depending on the project. Actual expenditures will vary based on District needs and availability of funding.

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

9. MUNICIPAL LEASE-PURCHASE AGREEMENT FOR THE PURCHASE OF SPECIAL EDUCATION BUSES:

Page 251 **EXHIBIT 9**

Approval of the Municipal Lease-Purchase Agreement with lessor Santander Bank N.A. for the purchase of 15 special education buses. The debt service is for a term of ten years and funded from savings resulting from an existing debt service payoff in June 2017 and savings realized from a reduction in the cost of parts and repairs. These buses will replace existing buses that are at least 18 years old with at least 390,000 miles on the odometer. Expenditures under this agreement are estimated to be \$1,254,920 funded by special education transportation.

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

10. AGREEMENT FOR STUDENT TRANSPORTATION SERVICES BETWEEN THE ORANGE COUNTY SCHOOL DISTRICTS:

Page 259 **EXHIBIT 10**

Approval of the Agreement for Student Transportation Services Between the Orange County School Districts to provide cooperative transportation services during peak demand periods among various Orange County school districts. This agreement covers services for the period of July 1, 2017 through June 30, 2022. The various school districts will provide services at the rates indicated in the agreement, paid by the general fund and various site funds, depending on the services requested. Actual expenditures will vary depending on District need and availability of funds.

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

CURRICULUM AND INSTRUCTION

11. AWARD OF REQUEST FOR PROPOSALS NO. 8-1617 ASSESSMENT Pag DELIVERY AND DATA MANAGEMENT SYSTEM (ADDMS) - EXILLUMINATE EDUCATION, INCORPORATED:

Page 265 **EXHIBIT 11**

Approval of the Award of Request for Proposals No. 8-1617, Assessment Delivery and Data Management System to Illuminate Education, Incorporated. The awarded vendor was selected based on criteria specified in the Request for Proposals No. 8-1617 document. The District is seeking an assessment delivery and data management system which is a web-based software allowing educators and administrators to analyze state and District assessment data and teachers to administer online assessments. The District received six proposals from firms. The proposed agreement is for the term of July 1, 2017 through June 30, 2022 at the rates incorporated by reference in the proposal, for an initial annual amount of \$224,000 for the assessment delivery and data management system and related services. The proposal and the evaluation criteria are available in the Purchasing Department for review.

Contact: Susan Holliday, Associate Superintendent, Education Services

12. CALIFORNIA INTERSCHOLASTIC FEDERATION REPRESENTATIVES:

Page 271

EXHIBIT 12

Approval of the six comprehensive high school principals as league representatives to the California Interscholastic Federation (CIF) for 2017-2018. As a member of CIF, the District is required by Education Code § 33353(a) to designate its representatives to CIF on a yearly basis. League representatives vote on issues that impact school athletic programs. There is no financial impact.

Contact: Susan Holliday, Associate Superintendent, Education Services

13. SINGLE PLANS FOR STUDENT ACHIEVEMENT AND BUDGETS FOR 2017-2018:

Page 275 **EXHIBIT 13**

Approval of the Single Plans for Student Achievement (SPSA) and Budgets for the 2017-2018 school year. As required by SB 374, the purpose of each school's SPSA is to create a cycle of continuous improvement of student performance and to ensure all students succeed in reaching academic standards set by the State Board of Education. The goals contained within each plan are aligned to the District's Wildly Important Goals and Local Control Accountability Plan. Each plan is developed by school staff and initially approved through a process conducted by the School Site Council (SSC) advisory committee that includes stakeholder input. The SSC is composed of a group representing parents, staff and students (high schools only). Plans are written to cover a one year period except for Title I schools in program improvement, a two year period. All plans are updated annually. Title I School-wide Plan components are also included. The outlined action plans and related expenditures are implemented throughout the school year, and serve as a framework for each school's efforts. The SPSA documents are available for viewing in Education Services upon request.

Contact: Susan Holliday, Associate Superintendent, Education Services

STUDENT SUPPORT SERVICES

14. EXTENDED SCHOOL YEAR PROPOSAL FOR 2018:

NO EXHIBIT

Approval of the proposed 2018 Extended School Year (ESY) program. California Code of Regulations § 3043, Title 5, establishes that ESY services shall be provided for each individual with exceptional needs who requires special education and related services beyond the regular academic year. A student is eligible for ESY if it is determined by the Individualized Education Program team that interruption of the pupil's educational programming may cause regression, when coupled with limited recoupment capacity, rendering it impossible or unlikely the pupil will attain the level of self-sufficiency and independence that would otherwise be expected in view of his or her disability. For 2018, staff is recommending a 19-day program from June 18, 2018 through July 13, 2018 for ESY students. The proposed ESY classes will be offered at three elementary schools, one middle school, one high school, and one adult transition center, and will serve approximately 1,100 students. The total cost of the special education ESY program is approximately \$1,600,000.

Contact: Gregory Merwin, Associate Superintendent, Student Support Services

15. MEMBERS OF THE SPECIAL EDUCATION LOCAL PLAN AREA NO EXHIBIT COMMUNITY ADVISORY COMMITTEE:

Approval of the appointment of Steve Burke, Meredith Chillemi, Claudia Ginsberg-Brown, Bridget Harvey, Veronica Hoggatt, Allison Jacobs, Janette Morey, Jodi Powell, Kimber Smith and Malissa Watson to serve as a Community Advisory Committee (CAC) voting member for the 2017 and 2018 calendar years. In accordance with the California Education Code § 56190, each Special Education Local Plan Area (SELPA) shall establish a CAC with parents of special education students forming the majority. Based on the bylaws of the SELPA, a committee of voting members is established annually, comprised of District parents, teachers, administrators, and community representatives who serve District students. The term of appointment for voting members is two years, staggered annually. There is no financial impact.

Contact: Gregory Merwin, Associate Superintendent, Student Support Services

HUMAN RESOURCE SERVICES

16. AWARD OF REQUEST FOR PROPOSALS NO. 7-1617 INVESTIGATIVE SERVICES - NICOLE MILLER & ASSOCIATES, INCORPORATED:

Approval of the Award of Request for Proposals No. 7-1617, Investigative Services to Nicole Miller & Associates, Incorporated. The awarded vendor was selected based on criteria specified in the Request for Proposals No. 7-1617 document. The District is

Page 276 **EXHIBIT 16**

seeking an investigation firms. The District received six proposals from firms. The proposed agreement is for the term of July 1, 2017 through June 30, 2018 at the rates included in the agreement, for an initial contract amount of \$175,000. The proposal and the evaluation criteria are available in the Purchasing Department for review.

Contact: Gordon Amerson, Associate Superintendent, Human Resource Services

RESIGNATIONS/RETIREMENTS/EMPLOYMENT **17. CLASSIFIED** Page 283 **EMPLOYEES:**

EXHIBIT 17

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.

Contact: Gordon Amerson, Associate Superintendent, Human Resource Services

RESIGNATIONS/RETIREMENTS/EMPLOYMENT 18. **CERTIFICATED EMPLOYEES:**

Page 296 **EXHIBIT 18**

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.

Contact: Gordon Amerson, Associate Superintendent, Human Resource Services

GENERAL FUNCTIONS

19. SCHOOL BOARD MINUTES:

Page 306

Approval of the May 10, 2017 Regular Board Meeting minutes. Contact: Nicole Perez, Executive Secretary, Board Operations

EXHIBIT 19

20. **SCHOOL BOARD MINUTES:**

Page 319

Approval of the May 17, 2017 Special Board Meeting minutes. Contact: Nicole Perez, Executive Secretary, Board Operations

EXHIBIT 20

21. **SCHOOL BOARD MINUTES:**

Page 321

Approval of the May 17, 2017 Board Workshop minutes. Contact: Nicole Perez, Executive Secretary, Board Operations **EXHIBIT 21**

22. SCHOOL BOARD MINUTES:

Page 322

Approval of the May 23, 2017 Special Board Meeting minutes. Contact: Nicole Perez, Executive Secretary, Board Operations

EXHIBIT 22

DISCUSSION/ACTION ITEMS

23. **CITIZENS REQUEST:**

INFORMATION/

Board Policy 9322, Agenda/Meeting Materials, states any member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. Dawn Urbanek requested the placement of an agenda item to address the Board regarding the elimination of College and Career Planning and Health as graduation requirements.

DISCUSSION Page 324 EXHIBIT 23

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

Contact: Kirsten M. Vital, Superintendent

24. 2017-2018 PROPOSED BUDGET ADOPTION:

INFORMATION/ **DISCUSSION** Page 344

The District is required by law to adopt a budget for the 2017-2018 fiscal year no later than June 30, 2017 for enactment on July 1, 2017. The final budget for 2017-2018 will be based upon revenue assumptions outlined within the Governor's May Revise, as well

EXHIBIT 24

as District-specific assumptions for revenue and expenditures and will incorporate expenditures listed in the District's Local Control Accountability Plan (LCAP).

This item is a preliminary look at the general fund 2017-2018 budget and the 2016-2017 estimated actuals budget. The budget reflects information outlined in the Governor's Proposed Budget and recommendations given by the Orange County Department of Education along with the District LCAP. The final 2017-2018 budget will be presented for Board action at the June 28, 2017 meeting.

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

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 who will provide information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

25. RESOLUTION NO. 1617-85, AUTHORIZATION OF TEMPORARY INTERFUND TRANSFERS:

Education Code § 42603 authorizes the Board of Trustees to temporarily transfer money held in any fund to another fund for payment of obligations by the District. Amounts transferred shall be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Due to the nature of the current budget situation, it is necessary to secure flexibility to balance cash flow during the 2017-2018 school year. This agenda item requests Board approval to authorize interfund loans between funds. These loans (cash transfers) will be made to and between the general fund and various other District funds.

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

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. 1617-85, Authorization of Temporary Interfund Transfers.

Motion by Seconded by	
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26. 2017-2018 LOCAL CONTROL ACCOUNTABILITY PLAN:

Staff will briefly present for Trustee feedback the 2017-2018 Local Control Accountability Plan. The 2017-2018 Local Control Accountability Plan will be brought to the Board for final approval at the June 28, 2017 Board Meeting.

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: Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

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

Contact: Susan Holliday, Associate Superintendent, Education Services Staff Recommendation

DISCUSSION/ ACTION Page 366 EXHIBIT 25

INFORMATION/ DISCUSSION Page 387 EXHIBIT 26 It is recommended the Board President recognize Susan Holliday, Associate Superintendent, Education Services, who will provide information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

ADJOURNMENT

Motion by	Seconded by

THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS
WEDNESDAY, JUNE 28, 2017, 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.

1. PUBLIC HEARING: 2017-2018 LOCAL CONTROL ACCOUNTABILITY PLAN:

The Board will conduct a public hearing on the 2017-2018 Local Control Accountability Plan. The 2017-2018 Local Control Accountability Plan will be brought to the Board for approval at the June 28, 2017 Board Meeting.

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: Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

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

Contact: Susan Holliday, Associate Superintendent, Education Services

Staff Recommendation

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

CAPISTRANO UNIFIED SCHOOL DISTRICT

NOTICE OF PUBLIC HEARING

During the Board meeting of June 7, 2017, the Capistrano Unified School District Board of Trustees will hold a hearing to accept comments from members of the public.

TOPIC OF HEARING

The Capistrano Unified School District's 2017-2018 Local Control Accountability Plan.

Copies of the 2017-2018 proposed LCAP may be inspected at:

CUSD Education Center 33122 Valle Road, San Juan Capistrano, CA from June 1, 2017 to June 28, 2017, between the hours of 8:00am and 4:00pm

After the Public Hearing, the Capistrano Unified School District Board of Trustees will consider adoption of the **2017-2018 Proposed Budget**.

HEARING DATE: June 7, 2017

TIME: 7:00 p.m.

LOCATION: CUSD Education Center

33122 Valle Road

San Juan Capistrano, CA

949-234-9200

1 of 88 EXHIBIT 1

LCAP Year ⊠ 2017–18 □ 2018–19 □ 2019–20

Local Control Accountability Plan and Annual Update (LCAP) Template

Addendum: General instructions & regulatory requirements.

Appendix A: Priorities 5 and 6 Rate Calculations

Appendix B: Guiding Questions: Use as prompts (not limits)

LCFF Evaluation Rubrics [Note: this text will be hyperlinked to the LCFF Evaluation Rubric web page when it becomes available.]: Essential data to support completion of this LCAP. Please analyze the LEA's full data set; specific links to the rubrics are also provided within the template.

LEA Name

Capistrano Unified School District

Contact Name and Kirsten M. Vital Title

Superintendent

Email and Phone

kmvital@capousd.org (949) 234-9203

2017-20 Plan Summary

THE STORY

Briefly describe the students and community and how the LEA serves them.

Capistrano Unified School District has an enrollment of over 48,000 in Transitional Kindergarten through grade 12 and adult transition. The District is located in a suburban area of south Orange County and has 34 elementary schools, 12 middle schools, six comprehensive high schools, and six alternative programs. The student demographics are as follows: 57% White, 26% Hispanic, 6% Asian, 2% Filipino, and 9% Other. 10% of students are English learners, 22% are socioeconomically disadvantaged, <1% are foster youth, and 10% are students with special needs. The vision of the District is An Unwavering Commitment to Student Success and the mission is To prepare our students to meet the challenges of a rapidly changing world.



LCAP HIGHLIGHTS

Identify and briefly summarize the key features of this year's LCAP.

The District LCAP is designed to meet the needs of all students and in particular, the unduplicated student population. The plan seeks to increase outcomes for students with actions, services and expenditures aligned to three District goals: (1) Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students; (2) Communicate with, and engage students, parents, employees, and community members in District-wide and community-specific decisions; (3) Optimize facilities and learning environments for all students. Students, staff, and parent groups participated in stakeholder engagement sessions and their input is reflected in the plan.

REVIEW OF PERFORMANCE

Based on a review of performance on the state indicators and local performance indicators included in the LCFF Evaluation Rubrics, progress toward LCAP goals, local self-assessment tools, stakeholder input, or other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying any specific examples of how past increases or improvements in services for low-income students, English learners, and foster youth have led to improved performance for these students.

GREATEST PROGRESS

After review of the CA School Dashboard's Equity, Status and Change, and Student Group Reports for the District, performance for the All Students group was strong overall, as all state indicators are blue and green and no student groups were red. Particular strengths identified are in the mathematics 3-8, suspension rate, and graduation rate indicators. For the mathematics 3-8 indicator, all student groups performed within one color above or below the All Students performance, therefore, there is not a large gap in performance. For the suspension indicator, eight out of 10 student groups are in the blue and green. There is only one student group in orange that is two colors away from where the All Students group performed, so overall, student group rates are similar to All Student rates. The graduation rate is in the Very High status area and all six comprehensive high schools are blue. Six of eight student groups are in the blue and green and there are only two student groups that are two or more colors away from the All Students group. The District plans to build on this progress with continued focus on Great First Instruction, Professional Learning Communities, Multi-Tiered System of Support, and the use of data to drive decisions.

Referring to the LCFF Evaluation Rubrics, identify any state indicator or local performance indicator for which overall performance was in the "Red" or "Orange" performance category or where the LEA received a "Not Met" or "Not Met for Two or More Years" rating. Additionally, identify any areas that the LEA has determined need significant improvement based on review of local performance indicators or other local indicators. What steps is the LEA planning to take to address these areas with the greatest need for improvement?

The District had no state or local indicators for which overall performance was at the red or orange performance level. All indicators were at the blue or green performance levels.

GREATEST NEEDS

During 2016-2017 school year, the State made it optional to upload Local Indicator measures and outcomes to the CA School Dashboard website. District staff formed committees for the Parent Involvement, School Climate, and State Standards local indicators to identify a measure and make a recommendation to the school board. The Basic Services local indicator will be measured with Facilities Inspection Tool (FIT) reports and Instructional Materials sufficiency information contained in the School Accountability Report Card (SARC) for each school. Recommendations were approved by the school board in May and will be implemented in the fall of the 2017-2018 school year. The results will be reported to the school board following the implementation and then the data will be reported/uploaded to the CA School Dashboard website.

Referring to the LCFF Evaluation Rubrics, identify any state indicator for which performance for any student group was two or more performance levels below the "all student" performance. What steps is the LEA planning to take to address these performance gaps?

There are three indicators where student groups had a performance gap of two or more performance level differences from the All Students group.

For the Suspension Rate indicator, the African American student group was two performance levels (orange) below the All Students group (green).

For the Graduation Rate indicator, the Students with Disabilities group was three performance levels (orange) below the All Students groups (blue).

PERFORMANCE GAPS

For the ELA 3-8 indicator, the Pacific Islander student group (orange) was two student groups below the All Students groups (green). Districtwide, this represents 34 students who averaged 3.3 points below level 3.

Further analysis indicates that the English Learner, Socioeconomically Disadvantaged, and Students with Disabilities student groups scored at least 30 points below level 3 on the ELA 3-8 indicator. Therefore the District is focusing on increasing and improving services for these student groups in English language arts.

To address these performance gaps, the District is implementing actions and strategies focused on Great First Instruction, Professional Learning Communities, and Multi-Tiered Systems of Support.

INCREASED OR IMPROVED SERVICES

If not previously addressed, identify the two to three most significant ways that the LEA will increase or improve services for low-income students, English learners, and foster youth.

The District will continue three actions to increase and improve services for low-income students, English learners, and foster youth:

- 1. School Counseling social-emotional, academic and behavior counseling services provided at all elementary, middle and high schools
- 2. Supplemental Secondary English Language Development Sections off-ratio sections for identified middle and high schools to accommodate lower class sizes in English language development classes determined by student's language level.
- 3. Tutoring and after school support for Foster Youth after school individual tutoring services and after school programs to provide academic support

BUDGET SUMMARY

Complete the table below. LEAs may include additional information or more detail, including graphics.

DESCRIPTION AMOUNT

Total General Fund Budget Expenditures for LCAP Year \$479,079,816

Total Funds Budgeted for Planned Actions/Services to Meet the Goals in the LCAP for LCAP Year \$231,629,604.00

The LCAP is intended to be a comprehensive planning tool but may not describe all General Fund Budget Expenditures. Briefly describe any of the General Fund Budget Expenditures specified above for the LCAP year not included in the LCAP.

\$12.8 million is used for payments to the County and other Districts and transfers to the Regional Occupational Program for the education of CUSD students.

\$235.7 million is used for classroom staff (Teachers and Instructional Aides).

\$388,420,586

Total Projected LCFF Revenues for LCAP Year

Annual Update LCAP Year Reviewed: 2016-17

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal

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

State and/or Local Priorities Addressed by this goal:

STATE	\boxtimes	1	\boxtimes	2	3	\boxtimes	4	\boxtimes	5	\boxtimes	6	\boxtimes	7	\boxtimes	8	
COE		9		10												
LOCAL																

ANNUAL MEASURABLE OUTCOMES

EXPECTED

- 1. Increased student proficiency in academic achievement measures (including SBA) by State growth targets or by 3% in all grade bands and subgroups.
- 2. Classroom instruction will reflect grade level standards, including integrated digital literacy skills as measured by Bright Bytes.
- 3. Increased reclassification rate by 3% over previous year.
- 4. Number of LTEL students will decrease by 2% over previous year in Grades 5-12
- 5. AMAO 1: Meet target

AMAO 2: Meet target and increase by 3%

- 6. Increase teachers appropriately credentialed and assigned by 1%
- 7. Maintain 100% student access to standards-aligned instructional materials
- 8. Systematic approach for identifying at-risk students
- 9. Appropriate interventions to meet the needs of at-risk students
- 10. Universal screening data will be gathered on an ongoing basis at all sites
- 11. Counseling support will be available for sites
- 12. Decreased referrals for more restricted programs
- 13. Decreased suspensions and expulsions
- 14. Decreased special education identification
- 15. Maintain District attendance rate of 96% or higher
- 16. Reduce chronic absenteeism rate by .4%
- 17. Increase the number of students completing a-g by 3% from previous year
- 18. Increase HS graduation rate

ACTUAL

1. Smarter Balanced Assessment (SBA) percent meeting or exceeding the standard in English Language Arts (ELA):

2014-2015 2015-2016

2017-2010 2010-2010		
All Students	69%	69%
Socio-Economically Disadvantaged	38%	39%
English Learners	10%	10%
Students with Disabilities	30%	29%

Smarter Balanced Assessment (SBA) percent meeting or exceeding the standard in Mathematics:

2014-2015 2015-2016

56%	59%
27%	28%
10%	11%
22%	24%
	27% 10%

CST Science 2014-2015 to 2015-2016 advanced and proficient scores increased in grades 5 (78% to 79%), and decreased in grade 8 (86% to 84%), and 10 (78% to 76%). Expected outcome of 3% increase was not met.

- 2. All students had access to standards-aligned instructional materials. Students reported increased technology skills and frequency of learning and use of digital literacy skills. 89% of students reported the use of computers in the classroom at least weekly.
- 3. Reclassification rate increased by 1.6% from 11.8% in 2014-2015 to 13.4% in 2015-2016. Expected outcome of 3% was not met.
- EXTEN of English learners were LTELs in 2014-2015 which the State used a

- 19. Decrease MS and HS dropout rate
- 20. Continued expansion of CTE pathways to reflect high wage/high demand industries/careers
- 21. EAP results will reflect a 3% increase or identified State target over the prior year in students identified as "college ready"
- 22. Increase Advanced Placement pass rate with 3 or higher by 3%
- 23. Increase number of Advanced Placement course test takers
- 24. Annual Tech. Plan objectives will be met.
- 25. Classroom 1:1 device program will be expanded.

calculation of students who were English learners five or more years. 51.9% of English learners were LTELs in 2015-2016 which the State used a different calculation of students who were English learners six or more years and one of the following: (1) same proficiency level for two years; or (2) regressed or "not met" on the Smarter Balanced Assessment (SBA). Therefore, LTEL percentage rates cannot be compared from 2014-2015 to 2015-2016. 2015-2016 will be the new baseline.

5. In 2014-2015, 60.3% of students who are English learners made progress in learning English as measured by State testing. In 2015-2016, 59.3% of students who are English learners made progress in learning English as measured by State testing. The percentage of students enrolled in US schools less than five years attaining English proficiency as measured by the State test in 2014-2015 was 26.7% and in 2015-2016 was 29.6% which is an increase of 2.9%, almost meeting the goal of a 3% increase. The percentage of students enrolled in US schools five years or more attaining English proficiency as measured by the State test in 2014-2015 was 52.7%

- 6. 96.25% of teachers were appropriately assigned and credentialed in 2015-2016. 99.21% of teachers were appropriately credentialed and assigned in 2016-2017. Goal to increase by 1% was met.
- 7. All students had access to standards aligned instructional materials.

and in 2015-2016 was 48.8% which is a decrease of 3.9%.

- 8. In elementary, DIBELS (universal screening tool) is used to identify students in need of supplemental reading intervention.
- 9. In elementary, the Passport intervention curriculum is implemented in grades 1-5. 10. For most students, baseline data is gathered at the beginning of the year and students are progress monitored at the middle and end of the year.
- 11. School counselors provided social emotional, academic, and college and career counseling support at elementary, middle, and high schools.
- 12. There were 1,358 Special Education referrals in 2014-2015 and 1,451 in 2015-2016. The goal to decrease referrals was not met.
- 13. Suspension rate in 2014-2015 was 1.9%. Expulsion rate in 2014-2015 was 0.1%. 2015-2016 official CDE suspension and expulsion rate data is still pending.
- 14. In 2013-2014, 594 students qualified for special education services. In 2014-2015, 647 students qualified for special education services. In 2015-2016, 926 students qualified for special education services which is an increase of 279 students.
- 15. Attendance rate for 2014-2015 was 96.06%. In 2015-2016 it was 96.00%. Maintaining a 96% attendance rate was met.
- 16. Chronic absenteeism rate in 2014-2015 was 9.95%. In 2015-2016 it was 9.77%. Chronic attendance was reduced by .18%. The goal of reducing it by .4% was not met.
- 17. CUSD a-g rate (without charter schools) in 2014-2015 was 57.3%. In 2015-2016, it was 57.5%, which is a .2% increase. The goal to increase by 3% was not met. CUSD a-g rate with charter schools in 2014-2015 was 54.4% and it was the same in 2015-2016 at 54.4%.
- 18. High school graduation rate in 2014-2015 was 96.6%. In 2015-2016, the graduation rate for 2015-2016 was 97.1%, which is an increase of .5%. The goal to increase was met.

ընդիրթին 14-2015, there were two students reported as middle school dropouts. In

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2015-2016, there were five students reported as middle school drop outs. In 2014-2015, the high school drop out rate was 1.4% and in 2015-2016, the rate was the same at 1.4%. The goal of decreasing the middle and high school drop out rate was not met.

20. In 2016-2017, five (Energy & Power, Food Science & Hospitality, Animal Science, Product Innovation & Design, Networking) CTE pathways were added for a total of 28 pathways. In 2015-2016, there were 7,892 (48%) high school students participating in CTE pathways. In 2016-2017, there were 10,595 (62%) high school students participating in CTE pathways. The goal to increase pathways was met.

21. EAP college ready rate in 2014-2015 was 41% in English Language Arts and 22% in math. In 2015-2016, it was 41% and 24%. The 3% increase was not met. The State target of "Blue" or "Green" has not been calculated by the State yet.

22. AP pass rate for 2014-2015 was 78.7% and in 2015-2016 was 78.2%. Increase of 3% was not met.

23. Number of students taking at least one AP class in 2014-2015 was 4,216 and in 2015-2016 was 4,410 which is an increase of 194 students.

24. 90% of technology plan goals were met. One goal is addressed in number 25 and the student email goal has been postponed until the District moves to a cloud email system for staff.

25. Classroom 1:1 device program was maintained with the dollars utilized for refresh instead of expansion.

ACTIONS / SERVICES

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action '

Actions/Services

PLANNED

Ensure effective learning conditions through highly qualified staff, reducing class size and providing adequate instructional days for students.

BUDGETED

Expenditures

Maintain student days at 180 1000-1999: Certificated Personnel Salaries Supplemental \$638,000

Decrease class size per negotiated agreement 1000-1999: Certificated Personnel Salaries Supplemental \$1,130,230

Teacher Induction 1000-1999: Certificated Personnel Salaries Educator Effectiveness \$315,000

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ΔΟΤΙΙΔΙ

Enhanced effective learning conditions by reducing class size and providing adequate instructional days for students.

ESTIMATED ACTUAL

Fully implemented 180 student days. 1000-1999: Certificated Personnel Salaries Supplemental \$638,000

Decreased class size per negotiated agreement. 1000-1999: Certificated Personnel Salaries Supplemental \$1,130,230

Provided teacher induction support for first and second year teachers through support providers. 1000-1999: Certificated Personnel Salaries Educator Effectiveness \$315,000

EXHIBIT 1
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Action 2

Actions/Services

PLANNED

Provide professional development for teachers and classified instructional staff on state standards, effective instructional practices, assessment and data analysis.

ACTUAL

Provided professional learning for teachers and administrators on state standards and effective instructional practices. Elementary Principals and Instructional Leadership Teams received two days of Professional Learning Communities (PLC) training. Middle and High School Principals and Instructional Leadership Teams received three days of Professional Learning Communities (PLC) training. Fully implemented instructional coaches, clerical support, conferences, training, mileage, printing, and other professional development/related activities focused on the State standards and quality instruction.

Expenditures

BUDGETED

Instructional coaches K-8 1000-1999: Certificated Personnel Salaries Base \$1,268,410

Clerical support 2000-2999: Classified Personnel Salaries Title II \$86,500

Mileage 5000-5999: Services And Other Operating Expenditures Supplemental \$500

Sr. Staff Secretary 2000-2999: Classified Personnel Salaries Supplemental \$22,700

Data Meetings 5800: Professional/Consulting Services And Operating Expenditures Supplemental \$75,000

Instructional Coaches 9-12 1000-1999: Certificated Personnel Salaries Supplemental \$400,000

NGSS professional development for teachers in 6th grade and high school biology 1000-1999: Certificated Personnel Salaries Base \$28,980

NGSS professional development for elementary teachers during ACE days. \$0

ESTIMATED ACTUAL

Instructional coaches K-8 1000-1999: Certificated Personnel Salaries Base \$1,268,410

Clerical support 2000-2999: Classified Personnel Salaries Title II \$86,500

Mileage 5000-5999: Services And Other Operating Expenditures Supplemental \$600

Sr. Staff Secretary 2000-2999: Classified Personnel Salaries Supplemental \$18.808

Data Meetings 5800: Professional/Consulting Services And Operating Expenditures Supplemental \$75,000

Instructional Coaches 9-12 1000-1999: Certificated Personnel Salaries Supplemental \$532,612

NGSS supplies and materials for middle school 4000-4999: Books And Supplies Base \$19,079

NGSS professional learning for elementary teachers during ACE days. \$0

Action

Actions/Services

DI ANNI

PLANNED

Ensure state standards-aligned curriculum and materials

ACTUAL

Fully implemented State standards-aligned curriculum and materials. Curriculum Specialists worked with content teams to develop curriculum resources, and develop and revise District assessments through horizontal and vertical articulation.

BUDGETED

Curriculum Specialists (K-5) and (6-12) 1000-1999: Certificated Personnel Salaries Supplemental \$706,104 9 of 88

ESTIMATED ACTUAL

Curriculum Specialists (K-5) and (6-12) 1000-1999: Certificated Personnel Salaries Supplemental \$752,263

Expenditures

Action

Actions/Services

PLANNED

Provide professional development, technical support, and progress analysis in the area of digital literacy

ACTUAL

Provided professional learning, technical support, and progress analysis in the area of digital literacy. TIS TOSAs provided Chromebook and digital literacy training across the District and worked with Curriculum Specialists to incorporate digital literacy into CUSD curriculum.

Training User Support Specialist (TUSS) and Lead TUSS managed Google domain, electronic learning programs, and assisted with the repair of Chromebooks.

Bright Bytes was used for data collection and principal training to access data to guide planning and instruction in digital literacy and digital citizenship and the four C's.

Expenditures

BUDGETED

TIS TOSAs to provide professional development and technical support for elementary and secondary digital literacy 1000-1999: Certificated Personnel Salaries Base \$200.000

Technical and training support for elementary and secondary re: digital literacy tools 2000-2999: Classified Personnel Salaries Base \$80,000

Bright Bytes 5800: Professional/Consulting Services And Operating Expenditures Base \$62,000

ESTIMATED ACTUAL

TIS TOSAs provided professional development and technical support for elementary and secondary digital literacy 1000-1999: Certificated Personnel Salaries Base \$273,599

Technical and training support for elementary and secondary re: digital literacy tools 2000-2999: Classified Personnel Salaries Base \$101,222

Bright Bytes 5800: Professional/Consulting Services And Operating Expenditures Base \$75,104

Action

5

Actions/Services

PLANNED

Increase number of ELs who reclassify as fully English proficient, and decrease the number of LTEL students.

ACTUAL

Successfully implemented the 2016 Summer EL support sessions, using testing technicians and providing additional assignment to teachers.

Utilized secondary ELD sections to provide designated ELD.

Expenditures

BUDGETED

Summer EL Support and CELDT Testing 1000-1999: Certificated Personnel Salaries Supplemental \$91,000

Testing Technicians 2000-2999: Classified Personnel Salaries Supplemental \$14,408

Secondary ELD sections 1000-1999: Certificated Personnel Salaries Supplemental \$420,000

ESTIMATED ACTUAL

Summer EL Support and CELDT Testing 1000-1999: Certificated Personnel Salaries Supplemental \$89,097

Testing Technicians 2000-2999: Classified Personnel Salaries Supplemental \$41,378

Secondary ELD sections 1000-1999: Certificated Personnel Salaries Supplemental \$744,780

Action

6



Actions/Services

PI ANNED

Provide program guidance, professional development, materials and support for teachers and paraprofessionals serving English learners with a focus on ensuring access to state standards and ELD aligned instruction.

ACTUAL

Fully implemented the use of ELD Advisors to support ELD; enhanced the scope and expertise of ELD Advisors through professional learning to build capacity for instructional support of English learner students.

BUDGETED

ELD Advisors 1000-1999: Certificated Personnel Salaries Supplemental \$145,000

ESTIMATED ACTUAL

ELD Advisors 1000-1999: Certificated Personnel Salaries Title III \$107.141

Action

Expenditures

PLANNED

English learner program operations

ACTUAL

Program operations were fully implemented in order to support program compliance and schools in their efforts to ensure EL students are assessed and receive access to ELD instruction and state standards aligned instruction.

Expenditures

Actions/Services

BUDGETED

Director and Coordinator 1000-1999: Certificated Personnel Salaries Supplemental \$259,124

Staff Secretary 2000-2999: Classified Personnel Salaries Supplemental \$67,272

Office Supplies 4000-4999: Books And Supplies Supplemental \$10,000 Printing 5000-5999: Services And Other Operating Expenditures

Supplemental \$600

Account Clerk 2000-2999: Classified Personnel Salaries Supplemental \$25,000

Bilingual Clerk 2000-2999: Classified Personnel Salaries Supplemental \$68,544

Bilingual Intermediate Office Assistant 2000-2999: Classified Personnel Salaries Supplemental \$60,725

Intermediate Office Assistant 2000-2999: Classified Personnel Salaries Supplemental \$40,000

ESTIMATED ACTUAL

Director and Coordinator 1000-1999: Certificated Personnel Salaries Supplemental \$285,831

Staff Secretary 2000-2999: Classified Personnel Salaries Supplemental \$70.879

Office Supplies 4000-4999: Books And Supplies Supplemental \$18,303

Printing 5000-5999: Services And Other Operating Expenditures Supplemental \$300

Account Clerk 2000-2999: Classified Personnel Salaries Supplemental \$28.352

Bilingual Clerk 2000-2999: Classified Personnel Salaries Supplemental \$72,231

Bilingual Intermediate Office Assistant 2000-2999: Classified Personnel Salaries Supplemental \$63,924

Intermediate Office Assistant 2000-2999: Classified Personnel Salaries Supplemental \$40,886

Action

Expenditures

8

Actions/Services

PI ANNED

Support data-driven decision making to increase student learning.

ACTUAL

Analyst supported school sites with accessing data to increase ability to adjust instruction and intervene to increase student learning.

BUDGETED

Analyst 2000-2999: Classified Personnel Salaries Supplemental \$86,464

ESTIMATED ACTUAL

Analyst 2000-2999: Classified Personnel Salaries Supplemental \$91,483

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Action

Actions/Services

PLANNED

Provide professional development for special education teachers on curriculum and effective instructional practices.

ACTUAL

Provided professional learning for special education teachers on curriculum and effective instructional practices. Professional learning for teachers on Unique Learning Systems occurred during collaboration time and after school. No costs were incurred. A pilot was also conducted at Del Obispo Elementary School on the SPIRE curriculum. Crisis Prevention Institute (CPI) training (de-escalation training) was held for 205 teachers, administrators, and classified staff. Additional training occurred on transition plan development during teacher collaboration time.

Expenditures

BUDGETED

One day collaboration and professional development on Unique Learning Systems (ULS) for teachers in kindergarten through Adult Transition programs. 1000-1999: Certificated Personnel Salaries Medi-Cal \$3,000

Substitutes and materials for four days of professional development for teachers in mild-moderate programs. 1000-1999: Certificated Personnel Salaries Medi-Cal \$7,040

ESTIMATED ACTUAL

Professional learning on Unique Learning Systems (ULS) for teachers in kindergarten through Adult Transition programs. 1000-1999: Certificated Personnel Salaries Medi-Cal \$0

Substitutes and materials for professional learning for teachers in mild-moderate programs. 1000-1999: Certificated Personnel Salaries Special Education \$411

Action

Actions/Services

10

PLANNED

Provide interventions for students at academic, socialemotional, and behavioral risk. **ACTUAL**

Fully implemented interventions for students at academic, social-emotional, and behavioral risk.

Counselors provided social-emotional support to students. Counselors conducted lessons with Second Step (K-8) and Signs of Suicide (grade 10) curriculum, assisted with social, emotional, and behavioral development, and whole school prevention and small group and individual intervention and responsive services.

Middle school leadership teams participated in restorative practices professional learning.

Elementary and middle school leadership teams participated in Positive Behavior Systems professional learning. SARB and ATS Counselor monitored SARB letters, provided school support for DA meetings and hearings, and provided social-emotional counseling for ATS program.

ATS teacher supported general and special education students in the ATS program with goal setting and academics.

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Expenditures

BUDGETED

Counselors 1000-1999: Certificated Personnel Salaries Supplemental \$3,200,000

School Attendance Review Board and Alternative To Suspension Support 1000-1999: Certificated Personnel Salaries Base \$100.000

Alternative To Suspension Support 1000-1999: Certificated Personnel Salaries Base \$35,000

Credit Recovery teacher additional assignment 1000-1999: Certificated Personnel Salaries Supplemental \$74,000

Secondary intervention sections for focus middle schools 1000-1999: Certificated Personnel Salaries Supplemental \$160,000

Ticket To Read 5000-5999: Services And Other Operating Expenditures Supplemental \$52,500

Credit Recovery was offered at all high schools for students to make up credits to graduate and/or to get back on the a-g track if they failed an a-g class.

ESTIMATED ACTUAL

Counselors 1000-1999: Certificated Personnel Salaries Supplemental \$3,106,251

School Attendance Review Board and Alternative To Suspension Support 1000-1999: Certificated Personnel Salaries Base \$123.806

Alternative To Suspension Support 1000-1999: Certificated Personnel Salaries Base \$56,289

Credit Recovery teacher additional assignment 1000-1999: Certificated Personnel Salaries Supplemental \$187,630

Secondary intervention sections for focus middle schools 1000-1999: Certificated Personnel Salaries Supplemental \$184,508

Ticket To Read 5000-5999: Services And Other Operating Expenditures Supplemental \$85,000

Action

Actions/Services

PLANNED

Enhance screening tools and other assessments to identify and monitor students requiring interventions.

ACTUAL

Utilized screening tools and other assessments to identify and monitor students requiring interventions.

Passport intervention curriculum materials (grades 1-5),

DIBELS Next assessments, and the Ticket To Read electronic learning program were implemented at all elementary schools.

Purchased additional supplemental counseling resources and enhanced District school counseling library for counselor check-out.

Parents and students ages 1-5 years participated in the Child Behavior Pathways 8-week pilot program for behavior assessment and intervention.

Universally screened/identified 3rd grade GATE students.

Expenditures

BUDGETED

MTSS supplies, materials, and assessments 4000-4999: Books And Supplies Supplemental \$40,000

Child Behavior Pathways 5800: Professional/Consulting Services And Operating Expenditures Supplemental \$25,000

DIBELS 5800: Professional/Consulting Services And Operating Expenditures Base \$6.100 13 of 88

ESTIMATED ACTUAL

MTSS supplies, materials, and assessments 4000-4999: Books And Supplies Supplemental \$35,000

Child Behavior Pathways 5800: Professional/Consulting Services And Operating Expenditures Supplemental \$24,999

DIBELS - printing costs 5000-5999: Services And Other Operating Expenditures Base \$3,000

EXHIBIT 1

Gifted and Talented Education (GATE) Testing Materials 4000-4999: Books And Supplies Base \$8,557

Action

Actions/Services

PLANNED

Provide management and oversight of districtwide interventions and site support.

ACTUAL

Implemented management and oversight of districtwide interventions and site support.

Director, Intervention, Coordinators of Credit Recovery and SST, and Sr. Staff Secretary remained in place. Coordination and additional assignment was for school counselor showcase for community outreach and for Lead Counselor to support school counseling program (communication tools and assessment systems). Additional assignment hours were given to site intervention

coordinators to support the reading intervention implementation.

Expenditures

BUDGETED

Director and Coordinators 1000-1999: Certificated Personnel Salaries Supplemental \$367,328

Site coordination additional assignment (including Student Success Team coordination) 1000-1999: Certificated Personnel Salaries Supplemental \$120.825

Sr. Staff Secretary 2000-2999: Classified Personnel Salaries Supplemental \$71.642

ESTIMATED ACTUAL

Director and Coordinators 1000-1999: Certificated Personnel Salaries Supplemental \$388,382

Site coordination additional assignment (including Student Success Team coordination) 1000-1999: Certificated Personnel Salaries Supplemental \$115.804

Sr. Staff Secretary 2000-2999: Classified Personnel Salaries Supplemental \$89,427

Action

Actions/Services

PLANNED

BUDGETED

Provide interventions for foster students.

ACTUAL

Provided academic tutoring intervention and after school care for foster students.

Conducted outreach to parents and foster liaisons.

Expenditures

Academic tutoring 5800: Professional/Consulting Services And Operating Expenditures Supplemental \$5,000

ESTIMATED ACTUAL

Academic tutoring and after school program 5800: Professional/Consulting Services And Operating Expenditures Supplemental \$2,000

Action

Actions/Services

PLANNED

Provide a program reflecting a broad course of study including STEM, CTE, VAPA, and electives. EXHIBIT

Provided a program reflecting a broad course of study including STEM, CTE, VAPA, and electives. Consumable

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BUDGETED

Supplemental instructional materials - STEM 4000-4999: Books And Supplies Base \$30,000

Executive Director, Career Technical Education 1000-1999: Certificated Personnel Salaries Supplemental \$79,816

Coordinator, Visual and Performing Arts 1000-1999: Certificated Personnel Salaries Supplemental \$115,000

Career Technical Education 4000-4999: Books And Supplies CTE Incentive Grant \$2,373,545

OC STEM Partnership \$0

science materials were purchased for elementary hands-on science materials (FOSS kits) and middle schools purchased 6th grade science materials for NGSS transition.

CapoForward - Pilot schools with progressive thematic approach transformed their educational programs through collaborative teaching practices resulting in increased student outcomes.

Pre-K-grade 12 stakeholders developed an Ecosystem Sustainability plan to implement and sustain STEM in CUSD.

ESTIMATED ACTUAL

Supplemental instructional materials - STEM 4000-4999: Books And Supplies Base \$32,926

Executive Director, Career Technical Education 1000-1999: Certificated Personnel Salaries Supplemental \$81,486

Coordinator, Visual and Performing Arts 1000-1999: Certificated Personnel Salaries Supplemental \$124,531

Career Technical Education 4000-4999: Books And Supplies CTE Incentive Grant \$2,500,000

OC STEM Partnership \$0

CapoForward Supplies and Materials 4000-4999: Books And Supplies Base \$49.000

Action

Expenditures

5

Actions/Services

PLANNED

Provide college readiness and support program for potential first generation college attendees.

BUDGETED

AVID Participation fee 5800: Professional/Consulting Services And Operating Expenditures Supplemental \$75,000

AVID Participation fee 5800: Professional/Consulting Services And Operating Expenditures Title I \$6,950

AVID Summer Intensive Teacher Professional Development 5000-5999: Services And Other Operating Expenditures Base \$96,735

ACTUAL

Provided college readiness and support program for potential first generation college attendees. In additional to the AVID participation fee, AVID Tutors were hired and provided support at several middle and high schools.

ESTIMATED ACTUAL

AVID Participation fee 5800: Professional/Consulting Services And Operating Expenditures Supplemental \$75,000

AVID Participation fee 5800: Professional/Consulting Services And Operating Expenditures Title I \$6,950

AVID Summer Intensive Teacher Professional Learning 5000-5999: Services And Other Operating Expenditures Base \$24,857

Action

Expenditures

16

Actions/Services

PLANNED

Provide college readiness assessments and activities of 88

ACTUAL

Implemented college readiness assessments and activities.

EXHIBIT 1

BUDGETED

Naviance 5800: Professional/Consulting Services And Operating Expenditures Supplemental \$57,000

College Fair in collaboration with CUCPTSA 5000-5999: Services And Other Operating Expenditures Base \$5,000

Two College and Career Counselors 1000-1999: Certificated Personnel Salaries Supplemental \$200,000

Coordinator, College and Career 1000-1999: Certificated Personnel Salaries Supplemental \$120,000

PSAT Grades 10 and 11 5800: Professional/Consulting Services And Operating Expenditures Supplemental \$107,880

Naviance was utilized by the College and Career Counselors. Collaborated with CUCPTSA on the 2nd Annual College Fair. Futureology college and career program was developed and implemented offering one-on-one sessions, group sessions, bootcamps, and webinars.

PSAT was offered to all 10th and 11th grade students.

ESTIMATED ACTUAL

Naviance 5800: Professional/Consulting Services And Operating Expenditures Supplemental \$56,931

College Fair in collaboration with CUCPTSA 5000-5999: Services And Other Operating Expenditures Base \$1,722

Two College and Career Counselors 1000-1999: Certificated Personnel Salaries Supplemental \$170,927

Coordinator, College and Career 1000-1999: Certificated Personnel Salaries Supplemental \$92,846

PSAT Grades 10 and 11 5800: Professional/Consulting Services And Operating Expenditures Supplemental \$107,880

Action

Expenditures

17

Actions/Services

DIANNED

Increase the number of students with disabilities succeeding in general education classes.

ACTUAL

Enhanced the success of students with disabilities in general education classes.

Co-teaching training was held at Marco Forster where six general education and six special education teachers and the principal participated.

Teachers on Special Assignment (TOSAs) provided instructional support to new teachers, IEP development, and teaching support.

Autism support team provided autism training to 100 certificated and classified staff.

Expenditures

BUDGETED

Provide professional development on effective collaborative model between general education and special education teachers. 1000-1999: Certificated Personnel Salaries Special Education \$8,000

TOSAs to provide mentoring and coaching to teachers to support students with disabilities access to effective instruction in core curriculum. 1000-1999: Certificated Personnel Salaries Special Education \$400,000

ESTIMATED ACTUAL

Provided professional development on effective collaborative model between general education and special education teachers. 1000-1999: Certificated Personnel Salaries Special Education \$0

TOSAs provided mentoring and coaching to teachers to support students with disabilities access to effective instruction in core curriculum. 1000-1999: Certificated Personnel Salaries Special Education \$500,000

Action 18



Actions/Services

PI ANNED

Expand broad course of study through shifts from accelerated classes to honors classes with pacing guide development.

ACTUAL

Added Honors World History course and developed the Curriculum Alignment Guide (CAG) for it. Developed Physical Education CAG and refined other CAGs.

BUDGETE

Pacing Guide Development 1000-1999: Certificated Personnel Salaries Base \$4,000

ESTIMATED ACTUAL

Pacing Guide Development 1000-1999: Certificated Personnel Salaries Educator Effectiveness \$4.905

Action

Actions/Services

Expenditures

19

PLANNED

Expand and enhance partnership with Saddleback College - expand college pathways with certificate track while in high school.

ACTUAL

Expanded and enhanced the partnership with Saddleback College. Currently in the process of solidifying the Saddleback College Promise for tangible outcomes for high school students. Looking to increase enrichment opportunities for elementary and middle school students. Expanded certifications with Saddleback College in Surgical Tech, Pharmacy Tech, and Dental Assisting.

BUDGETED

Montly Saddleback College High School Partnership Council \$0

ESTIMATED ACTUAL

Montly Saddleback College High School Partnership Council \$0

ANALYSIS

Expenditures

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

In 2016-2017, the District focused on the implementation of Great First Instruction (GFI), Professional Learning Communities (PLC's), and Multi-Tiered Systems of Support to engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students. A strong emphasis was placed on the implementation of Passport intervention curriculum in grades 1-5, an increase of five CTE pathways, development of the Futureology college and career program, and English learner supports such as the summer program, supplemental secondary sections, and school site advisors continued.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

On the Smarter Balanced Assessment, the All Student group met the target of a 3% increase (56% to 59% met or exceeded the standard). The English learner reclassification rate increased 1.6%. The high school graduation rate increased .5% to 97.1% and all comprehensive high schools are in the "Very High - Blue" category on the 5 x 5 grid.

17 of 88 EXHIBIT 1 16 of 87 Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

The AVID membership fee was reduced and AVID tutors were hired with the balance of the allocation. Professional learning on ULS was done during teacher collaboration time, so the \$3,000 was not needed.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Support for students who are English learners continues to be a focus. Additional supplemental middle and high school sections for English language development were added in 2016-2017 and they will continue in 2017-2018 to provide support for staffing classes with proper language levels at reduced class sizes. The new Coordinator, English Learner Services was implemented in 2016-2017 to provide leadership with the ELA/ELD adoption and integrated and designated English language development. This position will continue in 2017-2018 to provide continued support in this area. These actions along with the other actions targeted to students who are English learners will address the State Indicator Academic English language arts and Mathematics gap (All Students - Green; English Learners - Yellow).

Professional learning on the reading intervention curriculum in grades 1-5, revision of the Student Success Team procedures, and pilot intervention sections at the middle schools occurred in 2016-2017. Continued implementation of the reading intervention curriculum, implementation of the revised Student Success Team procedures, and sections for secondary intervention are planned for 2017-2018.

College and Career Counselors and College and Career Coordinator were implemented in 2016-2017 who implemented one-on-one sessions, bootcamps, and webinars. These expenditures will continue in 2017-2018 as stated in Action 16 on pages 51-52.

Professional Learning Communities were implemented in 2016-2017 and will continue in 2017-2018 (see Goal 1, Action 2, page 32. A focus on Pre-K to grade 12 articulation started in 2016-2017 and will continue in 2017-2018 with enhanced focus on grade 5 to 6 and grade 8 to 9 transition.

To increase student engagement, a participation tracking system will be implemented to track high school student participation in activities and athletic events. Students who have little to no participation can be provided outreach to engage them in school - see Goal 1, Action 10, page 44.

To continue to provide access and equity for students to take Advanced Placement and International Baccalaureate tests, test fee reimbursements have been added to Goal 1, Action 18 on page 54.

Annual Update LCAP Year Reviewed: 2016-17

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal

Goal 2: Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

State and/or Local Priorities Addressed by this goal:

STATE	1	2	\boxtimes	3	4	5	6	7	8	
COE	9	10								
LOCAL										

ANNUAL MEASURABLE OUTCOMES

EXPECTED

- 1. Comprehensive strategic communications plan implemented (Facebook, Capo Talk Communications, School Messenger)
- 2. Increased participation by parents from underrepresented student groups in parent information and support activities as measured by:
- a. Increased portal accounts
- b. Increased parent education participation in programs such as Parent Institute for Quality Education (PIQE)
- c. Increased PTSA membership

ACTUAL

- 1. In July of 2015, the CUSD Facebook page had 560 likes. In July of 2016, there were 967 likes, which is an increase of 407 likes for the 2015-2016 school year. In June of 2015, there were 39,332 CapoTalk subscribers. In June of 2016, there were 67,017 subscribers, which is an increase of 27,685 subscribers during the 2015-2016 school year. School site principals ended the use of listserv and used School Messenger as the primary vehicle for parent communication. CUSD Communications Department maintain CUSD and Superintendent Twitter accounts and does daily and often multiple daily updates.
- 2. Increased parent participation from underrepresented student groups in parent information and support activities.
- a. Portal accounts representing all students increased from 49,886 in 2015-2016 to 59.564 in 2016-2017.
- b. Parent Institute for Quality Education increased from 453 parents of students who are English learners in 2014-2015 to 548 parents of students who are English learners in 2015-2016.
- c. PTSA membership representing all students in 2015-2016 was 24,441. Membership numbers for 2016-2017 are pending.

ACTIONS / SERVICES

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

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EXHIBIT 1

Action	1
Action	1

Actions/Services

PI ANNED

Facilitate effective communications with CUSD families and stakeholders.

ACTUAL

Facilitated effective communications with CUSD families and stakeholders.

Engaged stakeholders to examine and refine Gifted and Talented Education (GATE) program to offer and enhance a differentiated GATE curriculum. Held teacher and parent GATE advisory group meetings.

Expenditures

BUDGETED

Public Information Officer 2000-2999: Classified Personnel Salaries Base \$160.232

School Messenger 5800: Professional/Consulting Services And Operating Expenditures Base \$83,052

Schoolloop 5800: Professional/Consulting Services And Operating Expenditures Base \$114,582

ESTIMATED ACTUAL

Chief Communications Officer (Public Information Officer) 2000-2999: Classified Personnel Salaries Base \$178,526

School Messenger 5800: Professional/Consulting Services And Operating Expenditures Base \$83.052

Schoolloop 5800: Professional/Consulting Services And Operating Expenditures Base \$121,107

GATE parent and teacher advisory meetings 1000-1999: Certificated Personnel Salaries Base \$10,880

Action

Actions/Services

PLANNED

Ensure translation of school documents for schools with 15% or more English learners.

ACTUAL

Ensured translation of school documents for schools with 15% or more English learners through Bilingual Community Services Liaisons and contracted translation support.

Expenditures

BUDGETED

Contracted translation services 5800: Professional/Consulting Services And Operating Expenditures Supplemental \$23,000

ESTIMATED ACTUAL

Contracted translation services 5800: Professional/Consulting Services And Operating Expenditures Supplemental \$42,032

Action

Actions/Services

Expenditures

PLANNED

Facilitate communication, parent education, and engagement of parents of English learners.

ACTUAL

Facilitated communication, parent education, and engagement of parents of English learners.

BUDGETED

Bilingual Community Services Liaisons 2000-2999: Classified Personnel Salaries Supplemental \$1,147,755

Parent Education programs such as Parent Institute for Quality Education (PIQE) 5800: Professional/Consulting Services And Operating Expenditures Supplemental \$60,000

DELAC meeting childcare 2000-2999: Classified Personnel Sataries 88 Supplemental \$800 EXHIBIT 1

ESTIMATED ACTUAL

Bilingual Community Services Liaisons 2000-2999: Classified Personnel Salaries Supplemental \$1,021,238

Parent Education programs such as Parent Institute for Quality Education (PIQE) 5800: Professional/Consulting Services And Operating Expenditures Title III \$55,000

DELAC meeting childcare 2000-2999: Classified Personnel Salaries Supplemental \$800

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	Additional assignment for translation Classified Personnel Salaries Supple District Bilingual Receptionist 2000-2 Supplemental \$50,046	emental \$200	Additional assignment for translation at District meetings 2000-2999: Classified Personnel Salaries Supplemental \$200 District Bilingual Receptionist 2000-2999: Classified Personnel Salaries Supplemental \$60,175					
Action 4								
Actions/Services	PLANNED Provide Parent Support Netw students with special needs.	ork program to engage parents of	Provided Parent Support Network program to engage parents of students with special needs.					
Expenditures	Parent Support Network administrate Salaries Medi-Cal \$20,000	or 1000-1999: Certificated Personnel	ESTIMATED ACTUAL Parent Support Network administrator 1000-1999: Certificated Personnel Salaries Medi-Cal \$13,806					
ANALYSIS Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.								
Describe the overall in to achieve the articula	mplementation of the actions/services sted goal.	Actions and services were implemented which achieved the goal of communicating with, and enga students, parents, employees, and community members in Districtwide and community-specific de						
	effectiveness of the actions/services to d goal as measured by the LEA.	As a result, all communication and engagement related outcomes increased.						
	rences between Budgeted imated Actual Expenditures.	There were no material differences.						

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Stakeholder input reflected the need for increased communication through social media as well as use of phone messages versus email to enhance communication with families without regular internet/email access. The Communications Office will continue to utilize social media to communicate and will provide professional learning opportunities for staff, as stated in Goal 2 on page. The School Messenger expenditure located in Goal 2 on page will be used for phone messaging as well as email. The District will implement a Parent Involvement Needs Assessment Survey in 2017-2018 for the Parent Involvement Local Indicator to better determine what District resources parents are aware of or need more information about.

Bilingual liaisons, parent education opportunities in Spanish, and translation were effective in enhancing communication and building partnerships between the school and home and will continue in 2017-2018, as stated in Goal 2, Actions 2 and 3 on pages 58-59.

Annual Update LCAP Year Reviewed: 2016-17

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

LOCAL

Goal

Goal 3: Optimize facilities and learning environments for all students.

State and/or Local Priorities Addressed by this goal:

STATE COE 10

ANNUAL MEASURABLE OUTCOMES

EXPECTED

- 1. Standards for facility maintenance (good repair) will be met.
- 2. Williams Act facilities inspections will reflect compliance.
- 3. Site discretionary supply accounts will return to baseline levels.
- 4. Planning for implementation of anti-bullying/cyber-bullying curriculum

ACTUAL

- 1. FIT scores for all schools met Good repair standard. Five schools scored Exemplary.
- 2. Kinoshita and Viejo elementary schools scored in Good repair status on the FIT.
- 3. Site discretionary supply accounts continued at baseline levels and were also enhanced with additional one-time money.
- 4. Implemented Second Step (K-8) curriculum for bullying prevention. Implemented Districtwide digital citizenship program. In 2014-2015, there were 133 bully logs (107 founded, 26 unfounded). In 2015-2016, there were 77 bully logs (53 founded, 24 unfounded). There was a 42% reduction in bully logs.

ACTIONS / SERVICES

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action

Actions/Services

PI ANNED

Ensure that facilities are clean, safe, and functional. 23 of 88

ACTUAL

Ensured that facilities are clean, safe, and functional. Fully implemented deferred and routine maintenance. Facilities

EXHIBIT 1 22 of 87

		Finance Committee met three times (February, March, and April, 2017) to discuss facilities and how the financing works. This committee will continue in 2017-2018.
Expenditures	BUDGETED Deferred maintenance 5000-5999: Services And Other Operating Expenditures Base \$2,500,000	ESTIMATED ACTUAL Deferred maintenance 5000-5999: Services And Other Operating Expenditures Base \$2,500,000
	Routine Maintenance (Classified employees) 2000-2999: Classified Personnel Salaries Base \$8,443,000	Routine Maintenance (Classified employees) 2000-2999: Classified Personnel Salaries Base \$8,443,000
	Routine Maintenance (services and supplies) 5000-5999: Services And Other Operating Expenditures Base \$5,780,000	Routine Maintenance (services and supplies) 5000-5999: Services And Other Operating Expenditures Base \$5,780,000
	Implement Prop. 39 grant plan to increase facility energy efficiency 6000-6999: Capital Outlay State Defined \$6,000,000	Implemented Prop. 39 grant plan to increase facility energy efficiency 6000-6999: Capital Outlay State Defined \$6,000,000
	Facility sub-committee \$0	Facilities and Finance Committee \$0
Action 2		
Actions/Services	Enhance learning environment and effectively address bullying and/or cyber bullying.	Enhanced learning environment and effectively addressed bullying and/or cyber bullying. Principals and Assistant Principals received training on bully prevention procedures in August, 2016. Second Step (K-8) program was implemented (Skills for learning, empathy, emotional management, problem solving), as part of bullying prevention. Campus Supervisors participated in Campus Security Training (SB1626) in August 2016.
Expenditures	BUDGETED Teacher training for Digital Citizenship/Cyber Bullying curriculum \$0 Training for systematic bullying procedures \$0 Planning for Districtwide anti-bullying curriculum \$0 Campus Supervisor and Student Supervisor training 2000-2999: Classified	ESTIMATED ACTUAL Teacher training for Digital Citizenship/Cyber Bullying curriculum \$0 Training for systematic bullying procedures \$0 Planning for Districtwide anti-bullying curriculum \$0 Campus Supervisor and Student Supervisor training 2000-2999: Classified

Personnel Salaries Base \$7,551

Personnel Salaries Base \$5,000

ANALYSIS

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

to achieve the articulated goal.

Describe the overall implementation of the actions/services All schools participated in the Facilities Inspection Tool inspection process. The Facilities Finance Committee met to discuss on-going facilities needs. Bully prevention training and curriculum was implemented.

achieve the articulated goal as measured by the LEA.

Describe the overall effectiveness of the actions/services to All schools met the "Good" repair standard on the Facilities Inspection Tool. Due to bully prevention training and curriculum implementation, there was a 42% reduction in bully logs.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. There were no material differences.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Facilities continues to be a focus for CUSD. School Accountability Report Card data for Facilities Inspection Tool rating will be used for the Basic Services Local Indicator. Facilities Finance Committee held three meetings in 2016-2017, and staff will continue to engage the community around this topic. The Committee will continue to meet as stated in Goal 3, Action 1, on page 64. A safe and healthy learning environment will continue to be a priority. Bully prevention training will continue as stated in Goal 3, Action 2 on page 65. The California Healthy Kids Survey will be implemented annually as the Local Indicator for School Climate.

Stakeholder Engagement

\sim		Year
(. 4	\mathbf{r}	Year

🔀 2017–18 🦳 2018–19 🦳 2019-	2017–18		2018–19		2019–2
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INVOLVEMENT PROCESS FOR LCAP AND ANNUAL UPDATE

How, when, and with whom did the LEA consult as part of the planning process for this LCAP/Annual Review and Analysis?

The District website includes a featured section devoted to LCFF/LCAP, which provides stakeholders with information regarding the process for its development, relevant data, related events and activities, and schedule of associated actions. The website can be found at http://capousd.ca.schoolloop.com/lcap

An LCAP Planning Team consisting of District Office certificated and classified staff and Principals was convened to help guide the LCAP work for 2016-2017. Three meetings were held (October 17, 2016, January 10, 2017, April 12, 2017) to plan stakeholder engagement, analyze needs assessment data, and provide input into the development of LCAP documents, including the Infographic and draft LCAP.

Executive staff and site administrators continued to engage parents, administrators and certificated staff (including certificated local bargaining unit), classified staff (including classified local bargaining unit), and students in meetings, advisory group input sessions and school site/parent meetings. Notices were sent through email, School Messenger email and automated phone messaging.

At the stakeholder engagement meetings held during the 2016-2017 school year, input was gathered on communication and outreach strategies and topics, the LCAP Infographic, CA School Dashboard, students and school connectedness, and the LCAP draft, including the Annual Update section. Input was gathered in a variety of ways including groups using chart paper, completing individual response forms, student Google form survey on Chromebooks, focus group discussions, and a WebEx webinar. This input was compiled, shared with District leaders, and posted for examination on the District website.

To make the 73-page 2016-2017 LCAP more understandable, CUSD contracted with a vendor to develop a LCAP Infographic - a 12-page pictorial summary in English and Spanish of the LCAP which was distributed at all engagement meetings and posted online. The LCAP Infographic information includes a District overview, summary of the goals, actions, and expenditures, and annual update, metrics and progress indicators. Stakeholder feedback about the LCAP Infographic was very positive and feedback shared was that it helped people better understand the plan.

List of Stakeholder Input Meetings that occurred during the 2016-2017 School Year:

LCAP Parent Advisory Committee - November 9, February 8, May 2

District English Learner Advisory Committee (DELAC) – January 17 and March 7

Students - February 7 (Dana Hills High School): March 28 (Capistrano Valley High School)

CUEA (Certificated Local Bargaining Unit) - February 21

High School Principals Meeting - March 3

Elementary Principals Meeting – March 6

Middle School Principals Meeting - March 6

Capistrano Unified Council PTSA – March 13 and March 3 (Legislative Committee)

CSEA (Classified Local Bargaining Unit) - March 14

Special Education Community Advisory Committee (CAC) – March 16

School site and staff meetings – various by site (high school students participate on high school site councils)

26 of 88 EXHIBIT 1

How did these consultations impact the LCAP for the upcoming year?

Input from all groups was taken into consideration when analyzing the progress and needs within the goal areas. Stakeholder feedback confirmed again this year that the LCAP Infographic is a beneficial expenditure and helped people better understand the LCAP goals, actions, services, and progress.

Stakeholders suggested the following areas to focus on: Life Skills Transition/Matriculation from 5th to 6th and 8th to 9th College and career preparedness a-g information Communication

Capistrano Unified Education Association and the District agree that employees are the District's greatest asset in delivering programs and services to students. The District will be unable to achieve desired results without employees. California will need over 100,000 teachers over the next decade due to a third of the workforce nearing retirement. Maintaining 180 instructional days, providing time for teacher collaboration, engaging in aligned and coherent professional learning, and recruiting and retaining qualified teachers are all essential components to pupil progress.

The priorities expressed by stakeholders during the engagement meetings and student survey results led to the following planned actions for 2017-18: Improved a-g systems
Increased use of social media, phone calling, and text messaging
Improved marketing of Career Technical Education programs
Increased pre-k to grade 12 articulation
Increased Futureology college and career services
Continued outreach by counselors

Goals, Actions, & Services

Strategic Planning Details and Accountability

Citategra Franking Details and 7.000 and ability																				
Complete a copy of the follo	owing ta	able for each of the LEA	's goals. I	Duplica	te the	table a	as nee	eded.												
		New		Modif	ied				∐ ι	Jncha	nged									
Goal 1	Goal	1: Engage students in m	eaningful	, challe	nging,	, and ir	nnovat	tive ed	ucatio	onal ex	perier	nces to	incre	ase po	ost-sed	condar	ry optio	ons for	all stude	ents.
State and/or Local Priorities	STATE COE LOCAL		1 9		2 10		3		4		5		6		7		8			
Identified Need	 Prej Imp Incr Refi care Exp Imp 	pare student lement lement lement ease and eer, and errove contain te	udents a syst appro g com expan t other E cou	to use tematic priate npletion nd cou r post-s irses a readine	e digital appropriate appropri	al tools cach for entions ferings dary of thways	or idea or idea of to me otions of	ntifying eet the flect rig	g at-ris e need gor an	sk stud ds of at nd a bro	lents t-risk s	studen	ts		prepa	res stu	dents fo	⁻ college,		
EXPECTED ANNUAL MEASURABLE OUTCOMES																				

Metrics/Indicators Baseline 2017-18 2018-19 2019-20

1. SBA ELA and Mathematics Results

- 2. Reclassification Data
- 3. Ever EL Data
- 4. CELDT Data
- 5. Teachers appropriately credentialed and assigned
- 6. Sufficiency of and student access to standards aligned instructional materials
- 1. Smarter Balanced
 Assessment (SBA) percent
 meeting or exceeding the
 standard in English Language
 Arts (ELA):
 2015-2016
 All Students
 69%
 Socio-Economically

Disadvantaged 39%

- 1. Increase student proficiency in academic achievement measures by State growth targets or by 3% in all grade bands and student groups.
 2. Increase reclassification rate by 3% over previous year.
 3. Number of LTEL students will decrease by 2% previous year in Grades 5-12.

 EXHIBIT 1
- 1. Increase student proficiency in academic achievement measures by State growth targets or by 3% in all grade bands and student groups.
 2. Increase reclassification rate by 3% over previous year.
 3. Number of LTEL students will decrease by 2% over previous year in Grades 5-12.
- 1. Increase student proficiency in academic achievement measures by State growth targets or by 3% in all grade bands and student groups.
 2. Increase reclassification rate by 3% over previous year.
 3. Number of LTEL students will decrease by 2% over previous year in Grades 5-12.

- 7. DIBELS; SST data (annual referral and related data)
- 8. Passport curriculum; 504 data (annual referral and related data) 9. DIBELS
- 10. Social-emotional curriculum lessons and Futureology College and Career data
- 11. Special Education referral data
- 12. Suspension and Expulsion rates
- 13. Special Education placement data
- 14. Attendance rate data
- 15. Chronic absenteeism rate data
- 16. a-g completion data (without charter schools)
- 17. High School graduation rate data
- 18. High School and Middle School drop out rate data
- 19. Number of CTE courses and pathways
- 20. Early Assessment Program (EAP) data
- 21. Percentage of Advanced Placement exam pass rates with 3 or higher
- 22. Number of Advanced Placement students
- 23. Technology Plan Objectives
- 24. Chromebook maintenance

English Learners 10% Students with Disabilities 29%

Smarter Balanced Assessment (SBA) percent meeting or exceeding the standard in Mathematics: 2015-2016

All Students 59%

Socio-Economically Disadvantaged 28% English Learners 11%

Students with Disabilities 24%

- 2. The reclassification rate in 2015-2016 was 13.4%.
- 3. In 2015-2016, 51.9% of English learners were Long-Term English Learners.
- 4. In 2015-2016, 59.3% of English learners gained a proficiency level.
- 5. Teachers credentialed and appropriately assigned in 2016-2017 is 99.21%.
- 6. 100% students had access to standards-aligned instructional materials in 2016-2017.
- 7. In elementary, DIBELS (universal screening tool) is used.
- 8. In elementary grades 1-5, Passport intervention curriculum is used.
- DIBELS baseline data is gathered at the beginning of the year and students are progress monitored at the middle and end of the year.
- 10. K-8 students receive socialemotional Tier 1 lessons; 10th grade students receive Signs of Suicide lessons; Futureology offered One-on-Ones, Group Counseling, Bootcamps, Events/Workshops, and Webinars.

- 4. Increase in percentage of students who are English learners gaining a proficiency level.
- Maintain or increase teachers appropriately credentialed and assigned.
- 6. Maintain 100% student access to standards-aligned instructional materials.
- 7. Systematic approach for identifying at-risk students.
- 8. Appropriate interventions to meet the needs of at-risk students.
- 9. Universal screening data will be gathered on an ongoing basis at all sites.
- 10. Counseling support will be available for sites.
- 11. Decrease referrals for more restricted programs and/or special education services.
- 12. Decrease suspensions and expulsions.
- 13. Decrease special education identification.
- 14. Maintain District attendance rate of 96% or higher.
- 15. Reduce chronic absenteeism rate by .4%.
- 16. Increase the number of students completing a-g by 3% from previous year.
- 17. Increase high school graduation rate.
- 18. Decrease middle and high school drop out rate.
- 19. Continued expansion of CTE courses and pathways.
- 20. EAP results will reflect a 3% increase or identified State target over the prior year in students identified as "college ready".
- 21. Increase Advanced Placement pass rate with 3 or higher by 3%.
- 22. Increase number of Advanced Placement course test takers. 29 of 88
- 23. Annual Tephnology Plan

- 4. Increase in percentage of students who are English learners gaining a proficiency level.
- Maintain or increase teachers appropriately credentialed and assigned.
- 6. Maintain 100% student access to standards-aligned instructional materials.
- 7. Systematic approach for identifying at-risk students.
- 8. Appropriate interventions to meet the needs of at-risk students.
- 9. Universal screening data will be gathered on an ongoing basis at all sites.
- 10. Counseling support will be available for sites.
- 11. Decrease referrals for more restricted programs and/or special education services.
- 12. Decrease suspensions and expulsions.
- 13. Decrease special education identification.
- 14. Maintain District attendance rate of 96% or higher.
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- 17. Increase high school graduation rate.
- 18. Decrease middle and high school drop out rate.
- 19. Continued expansion of CTE courses and pathways.
- 20. EAP results will reflect a 3% increase or identified State target over the prior year in students identified as "college ready".
- 21. Increase Advanced Placement pass rate with 3 or higher by 3%.
- 22. Increase number of Advanced Placement course test takers.
- 23. Annual Technology Plan

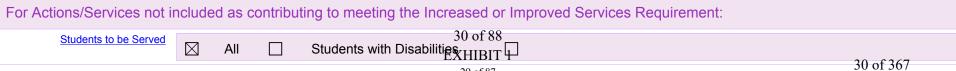
- 4. Increase in percentage of students who are English learners gaining a proficiency level.
- Maintain or increase teachers appropriately credentialed and assigned.
- 6. Maintain 100% student access to standards-aligned instructional materials.
- 7. Systematic approach for identifying at-risk students.
- 8. Appropriate interventions to meet the needs of at-risk students.
- 9. Universal screening data will be gathered on an ongoing basis at all sites.
- 10. Counseling support will be available for sites.
- 11. Decreased referrals for more restricted programs and/or special education services.
- 12. Decreased suspensions and expulsions.
- 13. Decreased special education identification.
- 14. Maintain District attendance rate of 96% or higher.
- 15. Reduce chronic absenteeism rate by .4%.
- 16. Increase the number of students completing a-g by 3% from previous year.
- 17. Increase high school graduation rate.
- 18. Decrease middle and high school drop out rate.
- 19. Continued expansion of CTE courses and pathways.
- 20. EAP results will reflect a 3% increase or identified State target over the prior year in students identified as "college ready".
- 21. Increase Advanced Placement pass rate with 3 or higher by 3%.
- 22. Increase number of Advanced Placement course test takers.
- 23. Annual Technology Plan

11. In 2015-2016, there were 1,451 special education referrals. 12. 2015-2016 suspension and expulsion rate data is pending. 13. In 2015-2016, there were 926 students who qualified for special education services. 14. 2015-2016 attendance rate was 96%. 15. 2015-2016 chronic absenteeism rate was 9.77%. 16. a-g rate without charter schools in 2015-2016 graduation rate was 97.1%. 17. The 2015-2016 graduation rate was 97.1%. 18. In 2015-2016, the high school drop out rate was 1.4% and the middle school drop out number was 5 students. 19. There were 315 courses and 28 pathways in 2016-2017. 20. In 2015-2016, the EAP ELA and Math "College Ready" percentages were 41% and 24% respectively. 21. In 2015-2016, the AP pass rate was 78.2%. 22. In 2015-2016, there were 4,410 students taking AP classes. 23. In 2016-2017, 90% of Technology Plan objectives were met. 24. Chromebook devices are in grades 4, 5, 6-8 English language arts and math, and 21 carts per high school.	objectives will be met. 24. Chromebook device program will be maintained.	objectives will be met. 24. Chromebook device program will be maintained.	objectives will be met. 24. Chromebook device program will be maintained.
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PLANNED ACTIONS / SERVICES

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action



	Location(s)		All Schools	☐ Specific	Schools:		Specific Grade spans:				
					OR						
For Actions/	Services inclu	ded as	s contributing to	meeting the	Increased or Improved Services Req	uirement:					
Stud	ents to be Served		English Learne	rs 🗌 F	Foster Youth						
Scope of Services LEA-wide Schoolwide OR Limited to Unduplicated Student Group(s)											
	Location(s)		All Schools	Specific	Schools:		Specific Grade spans:				
ACTIONS/S	FRVICES										
2017-18	<u> </u>			2018-19		2019-20					
□ New [Modified	\boxtimes	Unchanged	☐ New	Modified □ Unchanged	☐ New	☐ Modified ☑ Unchanged				
	e learning condition educing class size ys for students.				e learning conditions through reducing providing adequate instructional days for	Ensure effective learning conditions through reducing class size and providing adequate instructional days for students.					
BUDGETED 2017-18	EXPENDITURE	<u> </u>		2018-19		2019-20					
Amount	\$638,000			Amount	\$638,000	Amount	\$638,000				
Source	Supplemental			Source	Supplemental	Source	Supplemental				
Budget Reference	1000-1999: Certi Salaries Maintain student			Budget Reference	1000-1999: Certificated Personnel Salaries Maintain student days at 180	Budget Reference	1000-1999: Certificated Personnel Salaries Maintain student days at 180				
Amount	\$1,130,230			Amount	\$1,130,230	Amount	\$1,130,230				
Source	Supplemental			Source	Supplemental	Source	Supplemental				
Budget Reference	1000-1999: Certi Salaries Decrease class s			Budget Reference	1000-1999: Certificated Personnel Salaries 31 of 88 Decrease classistice per negotiated	Budget Reference	1000-1999: Certificated Personnel Salaries Decrease class size per negotiated 31 of 367				

	agreement			agreement		agreement					
Amount	\$340,000		Amount	\$0	Amount	\$0					
Source	Educator Effecti	veness	Source	Educator Effectiveness	Source	Educator Effectiveness					
Budget Reference	1000-1999: Cert Salaries Teacher Induction	ificated Personnel	Budget Reference	1000-1999: Certificated Personnel Salaries Teacher Induction	Budget Reference	1000-1999: Certificated Personnel Salaries Teacher Induction					
Amount	\$120,000		Amount	\$240,000	Amount	\$240,000					
Source	Locally Defined Foundation Fundation		Source	Locally Defined (Bond Funds, Foundation Funds, etc)	Source	Locally Defined (Bond Funds, Foundation Funds, etc)					
Budget Reference	1000-1999: Cert Salaries Teacher Induction	ificated Personnel	Budget Reference	1000-1999: Certificated Personnel Salaries Teacher Induction	Budget Reference	1000-1999: Certificated Personnel Salaries Teacher Induction					
Action	2										
	/Services not in	ncluded as contributin	ng to meeting	the Increased or Improved Services	Requirement:						
Students to be Served All Students with Disabilities											
	Location(s)		☐ Specific	Schools:		Specific Grade spans:					
				OR							
		ded as contributing to	meeting the	Increased or Improved Services Rec	quirement:						
<u>Stud</u>	lents to be Served	☐ English Learne	ers 🗌 I	Foster Youth							
		Scope of Services	LEA-w	ide	R 🗌 Limit	ted to Unduplicated Student Group(s)					
	Location(s)	☐ All Schools	☐ Specific	Schools:		☐ Specific Grade spans:					
ACTIONS/S	ERVICES										
2017-18			2018-19	32 of 88	2019-20						
☐ New [Modified	Unchanged	☐ New	☐ MACHINET 1 ☐ Unchanged 31 of 87	New	☐ Modified ☐ Unchanged 32 of 367					

Provide professional learning for teachers and administrators on state standards, effective instructional practices (including Great First Instruction (GFI) and Professional Learning Communities (PLCs), assessment, and data analysis.

Provide professional learning for teachers and administrators on state standards, effective instructional practices (including Great First Instruction (GFI) and Professional Learning Communities (PLCs), assessment, and data analysis.

Provide professional learning for teachers and administrators on state standards, effective instructional practices (including Great First Instruction (GFI) and Professional Learning Communities (PLCs), assessment, and data analysis.

BUDGETED EXPENDITURES

2017-18		2018-19		2019-20	
Amount	\$223,082	Amount	\$223,082	Amount	\$223,082
Source	Supplemental	Source	Supplemental	Source	Supplemental
Budget Reference	1000-1999: Certificated Personnel Salaries Instructional coaches K-8	Budget Reference	1000-1999: Certificated Personnel Salaries Instructional coaches K-8	Budget Reference	1000-1999: Certificated Personnel Salaries Instructional coaches K-8
Amount	\$86,500	Amount	\$86,500	Amount	\$86,500
Source	Title II	Source	Title II	Source	Title II
Budget Reference	2000-2999: Classified Personnel Salaries Clerical support	Budget Reference	2000-2999: Classified Personnel Salaries Clerical support	Budget Reference	2000-2999: Classified Personnel Salaries Clerical support
Amount	\$1,000	Amount	\$1,000	Amount	\$1,000
Source	Supplemental	Source	Supplemental	Source	Supplemental
Budget Reference	5000-5999: Services And Other Operating Expenditures Mileage	Budget Reference	5000-5999: Services And Other Operating Expenditures Mileage	Budget Reference	5000-5999: Services And Other Operating Expenditures Mileage
Amount	\$19,184	Amount	\$19,184	Amount	\$19,184
Source	Supplemental	Source	Supplemental	Source	Supplemental
Budget Reference	2000-2999: Classified Personnel Salaries Sr. Staff Secretary	Budget Reference	2000-2999: Classified Personnel Salaries Sr. Staff Secretary	Budget Reference	2000-2999: Classified Personnel Salaries Sr. Staff Secretary
Amount	\$12,703,528	Amount	\$12,703,528	Amount	\$12,703,528
Source	Base	Source	Base	Source	Base
Budget Reference	1000-1999: Certificated Personnel Salaries District Instructional Supervision and	Budget Reference	1000-1999; Certificated Personnel Salaries District First Fulch bhal Supervision and 32 of 87	Budget Reference	1000-1999: Certificated Personnel Salaries District Instructional Supervision and

	Administration				Administration		Administration				
Amount	\$533,000			Amount	\$533,000	Amount	\$533,000				
Source	Supplemental			Source	Supplemental	Source	Supplemental				
Budget Reference	1000-1999: Cert Salaries Instructional Coa			Budget Reference	1000-1999: Certificated Personnel Salaries Instructional Coaches 9-12	Budget Reference	1000-1999: Certificated Personnel Salaries Instructional Coaches 9-12				
Amount	\$50,000			Amount	\$50,000	Amount	\$50,000				
Source	Lottery			Source	Lottery	Source	Lottery				
Budget Reference	4000-4999: Boo NGSS supplies and high school	and mat	erials for middle	Budget Reference	4000-4999: Books And Supplies NGSS supplies and materials for middle and high school science	Budget Reference	4000-4999: Books And Supplies NGSS supplies and materials for middle and high school science				
Amount	\$0	\$0									
Budget Reference	NGSS professio elementary teac	NGSS professional development for elementary teachers during ACE days.									
Amount	\$29,650,000			Amount	\$29,650,000	Amount	\$29,650,000				
Source	Base			Source	Base	Source	Base				
Budget Reference	1000-1999: Cert Salaries School Site Adm			Budget Reference	1000-1999: Certificated Personnel Salaries School Site Administration	Budget Reference	1000-1999: Certificated Personnel Salaries School Site Administration				
Action	3										
For Actions/	Services not in	nclude	d as contributir	ng to meeting	the Increased or Improved Services	Requirement:					
Stud	Students to be Served All Students with Disabilities										
Location(s) All Schools Specific Schools: Specific Grade spans:											
OR											
For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:											
Stud	ents to be Served		English Learne	rs 🗌 F	Foster Yoguthof 88 Low Income EXHIBIT 1		34 of 367				
					33 of 87		3101301				

		Scope of Services	LEA-w	ide	R 🗌 Limi	☐ Limited to Unduplicated Student Group(s)				
	Location(s)	All Schools	☐ Specific	Schools:		Specific Grade spans:				
ACTIONS/S	SERVICES .									
2017-18			2018-19		2019-20	2019-20				
New	Modified	Unchanged	☐ New	☐ Modified ☒ Unchanged	☐ New	☐ Modified ☒ Unchanged				
Curriculum Spe develop curricu	tandards-aligned curr ecialists will work with ulum resources, and o ments through horizo	develop and revise	Curriculum Sp develop curric	standards-aligned curriculum and materials. becialists will work with content teams to sulum resources, and develop and revise sments through horizontal and vertical	Curriculum Sp develop curric	Ensure state standards-aligned curriculum and materials. Curriculum Specialists will work with content teams to develop curriculum resources, and develop and revise District assessments through horizontal and vertical articulation.				
BUDGETED 2017-18	EXPENDITURES	2019-20								
Amount	\$511,539		Amount	\$511,539	Amount	\$511,539				
Source	Supplemental		Source	Supplemental	Source	Supplemental				
Budget Reference	1000-1999: Certific Salaries Curriculum Special	ated Personnel ists (K-5) and (6-12)	Budget Reference	1000-1999: Certificated Personnel Salaries Curriculum Specialists (K-5) and (6-12)	Budget Reference	1000-1999: Certificated Personnel Salaries Curriculum Specialists (K-5) and (6-12)				
Amount	\$2,269,043		Amount	\$2,269,043	Amount	\$2,269,043				
Source	Base		Source	Base	Source	Base				
Budget Reference	2000-2999: Classifi Salaries Library Media Tech		Budget Reference	2000-2999: Classified Personnel Salaries Library Media Technicians	Budget Reference	2000-2999: Classified Personnel Salaries Library Media Technicians				
Action	4									
For Actions	/Services not incl	uded as contributir	ng to meeting	the Increased or Improved Services	Requirement	:				
Stud	dents to be Served	All 🗌	Students with I	Disabilities						
	Location(s)	All Schools	☐ Specific	Schools 35 of 88		Specific Grade spans:				
				EXHIBIT 1		35 of 367				

				OR						
Services includ	ded as	contributing to	meeting the		nproved Servic	ces Requ	uirement:			
ents to be Served		English Learne	rs 🗌 I	oster Youth	☐ Low Inco	ome				
		Scope of Services	LEA-w	☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student C						
Location(s)		All Schools	Specific	☐ Specific Schools: ☐ Specific						
FRVICES										
			2018-19				2019-20			
Modified	\boxtimes	Unchanged	☐ New	Modified		anged	New	☐ Modified ▷	Unchanged	
						and				
EXPENDITURE	<u>=S</u>		2018-19				2019-20			
\$275,000			Amount	\$275,000			Amount	\$275,000		
Base			Source	Base			Source	Base		
Salaries TIS TOSAs to pr learning and tech	ovide pr	rofessional upport for	Budget Reference	Salaries TIS TOSAs to pro learning and tech	ovide professional nical support for	ıl	Budget Reference	Salaries TIS TOSAs to provide learning and technical	professional support for	
\$102,000			Amount	\$102,000			Amount	\$102,000		
Base			Source	Base			Source	Base		
Salaries Technical suppo	rt for ele	ementary and	Budget Reference	Technical suppor secondary re: dig 36 of 88	t for elementary a gital literacy tools. 8	and	Budget Reference	Technical support for e	elementary and	
	Location(s) Location(s) ERVICES Modified ional learning, ted is in the area of d EXPENDITURE \$275,000 Base 1000-1999: Certi Salaries TIS TOSAs to prolearning and tech elementary and s literacy. \$102,000 Base 2000-2999: Class Salaries Technical support	Location(s) ERVICES Modified ional learning, technical sis in the area of digital litt EXPENDITURES \$275,000 Base 1000-1999: Certificated Salaries TIS TOSAs to provide plearning and technical sielementary and secondaliteracy. \$102,000 Base 2000-2999: Classified P Salaries Technical support for elementary and	English Learne Scope of Services Location(s) All Schools ENVICES Modified Unchanged ional learning, technical support, and is in the area of digital literacy. EXPENDITURES \$275,000 Base 1000-1999: Certificated Personnel Salaries TIS TOSAs to provide professional learning and technical support for elementary and secondary digital literacy. \$102,000 Base 2000-2999: Classified Personnel	ERVICES LEA-w Location(s)	ERVICES All Schools Specific Schools: All Schools Specific Schools: All Schools Specific Schools: All Schools Specific Schools: All Schools Specific Schools: All Schools Specific Schools S	English Learners	English Learners	Services included as contributing to meeting the Increased or Improved Services Requirement: Intis to be Served	Services included as contributing to meeting the Increased or Improved Services Requirement: Interest to be Served	

Action	5										
For Actions/	/Services not in	nclude	d as co	ontributi	ng to n	neeting	the Increas	sed or Imp	proved Services	Requirement:	
Stude	ents to be Served		All		Studer	nts with [Disabilities				
	Location(s)		All Sch	nools		Specific	c Schools:				Specific Grade spans:
								OR			
For Actions/	/Services inclu	ded as	contri	buting t	o meet	ing the	Increased	or Improv	ed Services Red	quirement:	
<u>Stud</u>	ents to be Served		Englis	h Learne	ers		Foster Youtl	n 🗆	Low Income		
			Scope	of Service	S	LEA-w	ride 🗌	School	vide O	R 🗌 Limit	ted to Unduplicated Student Group(s)
	Location(s)		All Sch	nools		Specific	c Schools:				Specific Grade spans:
ACTIONS/S	<u>ERVICES</u>										
2017-18					201	8-19				2019-20	
☐ New [Modified		Unch	anged		New	Mod	ified 🛚	Unchanged	☐ New	
	er of ELs who rec decrease the num								as fully English LTEL students.		ber of ELs who reclassify as fully English decrease the number of LTEL students.
BUDGETED	EXPENDITUR	ES									
2017-18					201	8-19				2019-20	
Amount	\$745,000				Amo	unt	\$745,000			Amount	\$745,000
Source	Supplemental				Sour	ce	Supplemen	tal		Source	Supplemental
Budget Reference	•					get erence	1000-1999: Salaries Secondary			Budget Reference	1000-1999: Certificated Personnel Salaries Secondary ELD sections
Amount	\$41,400				Amo	unt	\$41,400 37	of 88		Amount	\$41,400

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Source	Supplemental			Source	Supplemental		Source	Supplemental
Budget Reference	2000-2999: Clas Salaries Testing Assistan		ersonnel	Budget Reference	2000-2999: Classified Po Testing Assistants	ersonnel Salaries	Budget Reference	2000-2999: Classified Personnel Salaries Testing Assistants
Action	6							
For Actions/	Services not in	nclude	d as contrib	uting to meeting	the Increased or Imp	roved Services	Requirement:	
Stude	ents to be Served		All 🗌	Students with	Disabilities			
	Location(s)		All Schools	☐ Specifi	c Schools:			Specific Grade spans:
					OR			
For Actions/	Services inclu	ded as	s contributing	g to meeting the	Increased or Improve	ed Services Req	uirement:	
Stude	ents to be Served		English Lea	rners 🗌	Foster Youth	Low Income		
			Scope of Serv	ices 🛭 LEA-w	vide ☐ Schoolw	ride O F	R 🗌 Limit	ed to Unduplicated Student Group(s)
	Location(s)		All Schools	☐ Specifi	c Schools:			☐ Specific Grade spans:
ACTIONS/S	ERVICES							
2017-18				2018-19			2019-20	
☐ New [Modified		Unchanged	I □ New	☐ Modified ⊠	Unchanged	□ New	☐ Modified ☒ Unchanged
support for tead English learners	m guidance, profe chers and parapro s with a focus on ELD aligned instru	fession ensurin	als serving	materials and serving English	am guidance, professional support for teachers and l sh learners with a focus on ards and ELD aligned inst	paraprofessionals ensuring access	materials and serving English	am guidance, professional learning, support for teachers and paraprofessionals in learners with a focus on ensuring access ards and ELD aligned instruction.
BUDGETED	EXPENDITUR	ES						
2017-18		_		2018-19			2019-20	
Amount	\$103,000			Amount	\$103,000 ₃₈ of 88		Amount	\$103,000

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Source	Title III			Source	Title III	Source	Title III			
Budget Reference	1000-1999: Cert Salaries EL Advisors	ificated	Personnel	Budget Reference	1000-1999: Certificated Personnel Salaries EL Advisors	Budget Reference	1000-1999: Certificated Personnel Salaries EL Advisors			
Action	7									
For Actions/	Services not ir	nclude	d as contributin	ng to meeting t	he Increased or Improved Services I	Requirement:				
Stude	ents to be Served		All 🗌 :	Students with D	isabilities					
	Location(s)		All Schools	Specific	Schools:		Specific Grade spans:			
					OR					
For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:										
Stude	ents to be Served		English Learne	rs 🗌 F	foster Youth					
			Scope of Services	⊠ LEA-wi	de 🗌 Schoolwide OF	R 🗌 Limit	ed to Unduplicated Student Group(s)			
	Location(s)		All Schools	Specific	Schools:	Specific Grade spans:				
ACTIONS/SI	ERVICES									
2017-18				2018-19		2019-20				
□ New □	Modified	\boxtimes	Unchanged	□ New	☐ Modified ☑ Unchanged	☐ New	☐ Modified ☑ Unchanged			
English learners	s program operati	ons.		English learne	r program operations.	English learner	r program operations.			
BUDGETED	EXPENDITURI	ES								
2017-18				2018-19		2019-20				
Amount	\$290,528			Amount	\$290,528	Amount	\$290,528			
Source	Supplemental			Source	Supplemental 39 of 88	Source	Supplemental			
Budget	1000-1999: Cert	ificated	Personnel	Budget	1000-1 E90FCB1 filicated Personnel	Budget	1000-1999: Certificated Personnel 39 of 367			

Reference	Salaries Director and Coordinator	Reference	Salaries Director and Coordinator	Reference	Salaries Director and Coordinator
Amount	\$72,297	Amount	\$72,297	Amount	\$72,297
Source	Supplemental	Source	Supplemental	Source	Supplemental
Budget Reference	2000-2999: Classified Personnel Salaries Staff Secretary	Budget Reference	2000-2999: Classified Personnel Salaries Staff Secretary	Budget Reference	2000-2999: Classified Personnel Salaries Staff Secretary
Amount	\$10,000	Amount	\$10,000	Amount	\$10,000
Source	Supplemental	Source	Supplemental	Source	Supplemental
Budget Reference	4000-4999: Books And Supplies Office Supplies	Budget Reference	4000-4999: Books And Supplies Office Supplies	Budget Reference	4000-4999: Books And Supplies Office Supplies
Amount	\$300	Amount	\$300	Amount	\$300
Source	Supplemental	Source	Supplemental	Source	Supplemental
Budget Reference	5000-5999: Services And Other Operating Expenditures Printing	Budget Reference	5000-5999: Services And Other Operating Expenditures Printing	Budget Reference	5000-5999: Services And Other Operating Expenditures Printing
Amount	\$28,919	Amount	\$28,919	Amount	\$28,919
Source	Supplemental	Source	Supplemental	Source	Supplemental
Budget Reference	2000-2999: Classified Personnel Salaries Account Clerk	Budget Reference	2000-2999: Classified Personnel Salaries Account Clerk	Budget Reference	2000-2999: Classified Personnel Salaries Account Clerk
Amount	\$73,676	Amount	\$73,676	Amount	\$73,676
Source	Supplemental	Source	Supplemental	Source	Supplemental
Budget Reference	2000-2999: Classified Personnel Salaries Bilingual Clerk	Budget Reference	2000-2999: Classified Personnel Salaries Bilingual Clerk	Budget Reference	2000-2999: Classified Personnel Salaries Bilingual Clerk
Amount	\$65,202	Amount	\$65,202	Amount	\$65,202
Source	Supplemental	Source	Supplemental	Source	Supplemental
Budget Reference	2000-2999: Classified Personnel Salaries Bilingual Intermediate Office Assistant	Budget Reference	2000-2999: Classified Personnel Salaries Bilingual Intermediate Office Assistant 40 of 88	Budget Reference	2000-2999: Classified Personnel Salaries Bilingual Intermediate Office Assistant
Amount	\$41,704	Amount	\$41,70 £ XHIBIT 1 39 of 87	Amount	\$41,704 40 of 367

Source	Supplemental			Source	Supplemental		Source	Supplemental				
Budget Reference	2000-2999: Clas Salaries Intermediate Off			Budget Reference	2000-2999: Classii Intermediate Office	fied Personnel Salaries e Assistant	Budget Reference	2000-2999: Classified Intermediate Office As				
Action	8											
For Actions	S/Services not in	nclude	d as contributir	ng to meeting	the Increased or	Improved Services	Requirement:					
Stu	dents to be Served		All 🗌	Students with	Disabilities							
	Location(s)		All Schools	☐ Specif	ic Schools:			Specific Grade	spans:			
	OR											
For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:												
Students to be Served												
			Scope of Services	LEA-v	wide	noolwide O l	R 🗌 Limit	ted to Unduplicated S	tudent Group(s)			
	Location(s)		All Schools	☐ Specific Schools: ☐ Specific Grade span								
ACTIONS/S	SERVICES											
2017-18				2018-19			2019-20					
☐ New	Modified		Unchanged	☐ New	Modified	☐ Unchanged	New	☐ Modified ⊠	Unchanged			
Support data-dilearning.	driven decision ma	king to i	increase student	Support data learning	-driven decision mak	ing to increase student	Support data-o	driven decision making t	o increase student			
BUDGETEI	D EXPENDITUR	FS										
2017-18		<u></u>		2018-19			2019-20					
Amount	\$93,313			Amount	\$93,313		Amount \$93,313					
Source	Supplemental			Source	Source Suppleméntalf 88			Supplemental				
					EXHIBIT	1			41 of 367			

Budget Reference	2000-2999: Clas Salaries Analyst	sified Personnel	Budget Reference	2000-2999: Classified Personnel Salaries Analyst	Budget Reference	2000-2999: Classified Personnel Salaries Analyst						
Action	9											
For Actions/	Services not ir	ncluded as contributin	g to meeting	the Increased or Improved Services F	Requirement:							
Stud	ents to be Served	☐ All ⊠ S	Students with D	Disabilities								
	Location(s) All Schools Specific Schools: Specific Grad											
OR												
		ded as contributing to	meeting the	Increased or Improved Services Req	uirement:							
Stud	ents to be Served	English Learner	rs 🗌 F	☐ Foster Youth ☐ Low Income								
Scope of Services LEA-wide Schoolwide OR Limited to Unduplicated Student Group(s)												
	Location(s)	☐ All Schools	Specific	Schools:		Specific Grade spans:						
ACTIONS/S	ERVICES											
2017-18			2018-19		2019-20							
☐ New	Modified	Unchanged	☐ New	☐ Modified ☑ Unchanged	New	☐ Modified ☑ Unchanged						
special education		general education and araprofessionals on onal practices.	special educat	ssional learning for general education and tion teachers and paraprofessionals on d effective instructional practices.	Provide professional learning for general education and special education teachers and paraprofessionals on curriculum and effective instructional practices.							
BUDGETED	EXPENDITURI	ES										
2017-18			2018-19		2019-20							
Amount	\$5,000		Amount	\$5,000	Amount	\$5,000						
Source	Medi-Cal		Source	Medi-Cal	Source Medi-Cal							
Budget Reference	1000-1999: Cert	ificated Personnel	Budget Reference	42 of 88 1000-1999: Certificated Personnel EXHIBIT 1	Budget Reference	1000-1999: Certificated Personnel 42 of 367						

	Salaries Collaboration ar for teachers in k Adult Transition	kinderga	arten throug				and professional lean kindergarten througograms.			for tea	es poration and profession achers in kindergarten ition programs.	
Amount	\$4,200				Amount	\$4,200			Amount	\$4,200	0	
Source	Medi-Cal				Source	Medi-Cal			Source	Medi-0	Cal	
Budget Reference	1000-1999: Cer Salaries Substitutes and professional lea moderate progra	materia	als for		Budget Reference	Salaries Substitutes a	Certificated Personne and materials for profe eachers in mild-mode	essional	Budget Reference	Salarie Substi	itutes and materials for ng for teachers in mild	or professional
Amount	\$5,000				Amount	\$5,000			Amount	\$5,000	0	
Source	Special Education	on			Source	Special Educ	ation		Source	Specia	al Education	
Budget Reference	2000-2999: Class Salaries Collaboration ar for paraprofessi through Adult Ti	nd profe onals in	essional lear kindergarte	en	Budget Reference	2000-2999: Classified Personnel Salaries Collaboration and professional learning for paraprofessionals in kindergarten through Adult Transition programs.			Budget Reference	Collab for par	2999: Classified Perso oration and professio raprofessionals in kind ph Adult Transition pro	nal learning dergarten
Action	10											
For Action	ns/Services not i	nclude	ed as cont	tributin	g to meeting	the Increase	ed or Improved S	ervices F	Requirem	ent:		
<u>S</u> 1	tudents to be Served		All [Students with	Disabilities						
	Location(s)	\boxtimes	All School	ols	☐ Specific	c Schools:				□ s	Specific Grade span	s:
							R					
		ided a	s contribu	uting to	meeting the	Increased o	r Improved Servi	ces Req	uirement:			
<u>S</u> 1	tudents to be Served		English I	Learner	rs 🗌	Foster Youth	☐ Low Inc	come				
			Scope of S	Services	☐ LEA-w	vide 🗌	Schoolwide	OR	R 🗌 I	_imited to U	Jnduplicated Studer	nt Group(s)
	Location(s)		All Scho	ols	☐ Specific Schools43 of 88					Specific Grade spans:		
						EXHI 42 c				43 of 367		

ACTIONS/SERVICES

2017-18		2018-19		2019-20					
☐ New	☐ Modified ☒ Unchanged	☐ New	☐ Modified ☑ Unchanged	☐ New	☐ Modified ☐ Unchanged				
	entions for students at academic, social- l behavioral risk.		entions for students at academic, sociald behavioral risk.	Provide interventions to students at academic, social- emotional, and behavioral risk.					
BUDGETEE 2017-18	<u>DEXPENDITURES</u>	2018-19		2019-20					
Amount	\$3,168,376	Amount	\$3,168,376	Amount	\$3,168,376				
Source	Supplemental	Source	Supplemental	Source	Supplemental				
Budget Reference	1000-1999: Certificated Personnel Salaries Counselors	Budget Reference	1000-1999: Certificated Personnel Salaries Counselors	Budget Reference	1000-1999: Certificated Personnel Salaries Counselors				
Amount	\$124,000	Amount	\$124,000	Amount	\$124,000				
Source	Base	Source	Base	Source	Base				
Budget Reference	1000-1999: Certificated Personnel Salaries School Attendance Review Board and Alternative to Suspension Support	Budget Reference	1000-1999: Certificated Personnel Salaries School Attendance Review Board and Alternative To Suspension Support	Budget Reference	1000-1999: Certificated Personnel Salaries School Attendance Review Board and Alternative To Suspension Support				
Amount	\$57,000	Amount	\$57,000	Amount	\$57,000				
Source	Base	Source	Base	Source	Base				
Budget Reference	1000-1999: Certificated Personnel Salaries Alternative to Suspension Support	Budget Reference	1000-1999: Certificated Personnel Salaries Alternative To Suspension Support	Budget Reference	1000-1999: Certificated Personnel Salaries Alternative To Suspension Support				
Amount	\$123,500	Amount	\$123,500	Amount	\$123,500				
Source	Supplemental	Source	Supplemental	Source	Supplemental				
Budget Reference	1000-1999: Certificated Personnel Salaries Credit Recovery Teacher Additional Assignment	Budget Reference	1000-1999: Certificated Personnel Salaries Credit Recovery Teacher Additional Assignment	Budget Reference	1000-1999: Certificated Personnel Salaries Credit Recovery Teacher Additional Assignment				
Amount	\$225,644	Amount	\$225,644 44 of 88	Amount	\$225,644				

Source	Supplemental	Source	Supplemental	Source	Supplemental
Budget Reference	1000-1999: Certificated Personnel Salaries Secondary intervention sections for focus middle schools	Budget Reference	1000-1999: Certificated Personnel Salaries Secondary intervention sections for focus middle schools	Budget Reference	1000-1999: Certificated Personnel Salaries Secondary intervention sections for focus middle schools
Amount	\$85,000	Amount	\$85,000	Amount	\$85,000
Source	Lottery	Source	Lottery	Source	Lottery
Budget Reference	5000-5999: Services And Other Operating Expenditures Ticket to Read	Budget Reference	5000-5999: Services And Other Operating Expenditures Ticket to Read	Budget Reference	5000-5999: Services And Other Operating Expenditures Ticket To Read
Amount	\$12,550	Amount	\$12,550	Amount	\$12,550
Source	Supplemental	Source	Supplemental	Source	Supplemental
Budget Reference	5800: Professional/Consulting Services And Operating Expenditures Participation Tracking (5 Star Students) - High School Only	Budget Reference	5800: Professional/Consulting Services And Operating Expenditures Participation Tracking (5 Star Students) - High School Only	Budget Reference	5800: Professional/Consulting Services And Operating Expenditures Participation Tracking (5 Star Students) - High School Only
Amount	\$38,400,000	Amount	\$38,400,000	Amount	\$38,400,000
Source	Base	Source	Base	Source	Base
Budget Reference	Pupil Services staff (certificated and classified) including Counselors (not already stated in Goal 1, Action 10), Academic Advisers, Psychologists, Nurses, Speech Pathologists, Testing, and Transportation	Budget Reference	Pupil Services staff (certificated and classified) including Counselors (not already stated in Goal 1, Action 10), Academic Advisers, Psychologists, Nurses, Speech Pathologists, Testing, and Transportation	Budget Reference	Pupil Services staff (certificated and classified) including Counselors (not already stated in Goal 1, Action 10), Academic Advisers, Psychologists, Nurses, Speech Pathologists, Testing, and Transportation
Action	11				

For Actions/Services not in	nclude	ed as contribu	ting to meeting the Increase	ed or Improved Services Requirement:	
Students to be Served	\boxtimes	All 🗌	Students with Disabilities		
Location(s)	Location(s) All Schools	Specific Schools:		Specific Grade spans:	

Stude	ents to be Served	English Learne	rs 🗌 I	Foster Youth		
		Scope of Services	☐ LEA-w	ide	R 🗌 Limit	ed to Unduplicated Student Group(s)
	Location(s)	All Schools	☐ Specific	Schools:		Specific Grade spans:
ACTIONS/S	ERVICES					
2017-18			2018-19		2019-20	
☐ New [Modified	Unchanged	☐ New	☐ Modified ☑ Unchanged	New	☐ Modified ☑ Unchanged
Provide supplie Tiered System		ssessments for Multi-	Provide suppli Tiered System	es, materials, and assessments for Multi- of Supports.	Provide suppli Tiered System	es, materials, and assessments for Multi- of Supports.
BUDGETED 2017-18	EXPENDITURE	<u>s</u>	2018-19		2019-20	
Amount	\$90,000		Amount	\$90,000	Amount	\$90,000
Source	Supplemental		Source	Supplemental	Source	Supplemental
Budget Reference	4000-4999: Books MTSS supplies, n assessments		Budget Reference	4000-4999: Books And Supplies MTSS supplies, materials, and assessments	Budget Reference	4000-4999: Books And Supplies MTSS supplies, materials, and assessments
Amount	\$8,500		Amount	\$8,500	Amount	\$8,500
Source	Base		Source	Base	Source	Base
Budget Reference	4000-4999: Books GATE Testing Ma		Budget Reference	4000-4999: Books And Supplies GATE Testing Materials	Budget Reference	4000-4999: Books And Supplies GATE Testing Materials
Amount	\$6,100		Amount	\$6,100	Amount	\$6,100
Source	Base		Source	Base	Source	Base
Budget Reference	5800: Professiona And Operating Ex DIBELS	al/Consulting Services ependitures	Budget Reference	5800: Professional/Consulting Services And Operating Expenditures DIBELS	Budget Reference	5800: Professional/Consulting Services And Operating Expenditures DIBELS
Action	12			46 of 88		

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For Actions/	Services not in	nclude	d as co	ontributir	ng to m	neeting t	he Increased	or Impro	oved Services	Requirement:		
Stude	ents to be Served		All		Studen	nts with D	isabilities					
	Location(s)	\boxtimes	All Sch	hools		Specific	Schools:				Specific Grade spans:	
							OR					
For Actions/	Services inclu	ded as	contri	buting to	meet	ing the I	ncreased or I	mproved	I Services Req	uirement:		
Stude	ents to be Served		Englis	h Learne	ers	☐ F	oster Youth	L	_ow Income			
Scope of Services LEA-wide Schoolwide OR Limited to Unduplicated Student Group(s)												
	Location(s)		All Sch	hools		Specific Schools: Specific Grade spans:						
ACTIONS/SERVICES												
2017-18					201	8-19				2019-20		
☐ New [Modified		Uncha	anged		New [Modified	d 🗵	Unchanged	☐ New	☐ Modified ☑ Unchanged	
Provide manage interventions ar	ement and oversiond site support.	ght of D	istrict wi	de			ement and over nd site support.	sight of dis	strictwide	Provide management and oversight of districtwide interventions and site support.		
<u>BUDGETED</u> 2017-18	EXPENDITURI	<u>ES</u>			201	8-19				2019-20		
Amount	\$396,150				Amo		\$396,150			Amount	\$396,150	
Source	Supplemental				Sour	ce	Supplemental			Source	Supplemental	
Budget Reference	1000-1999: Certificated Personnel Salaries Director and Coordinators				Budg Refe	jet rence	1000-1999: Cer Salaries Director and Co			Budget Reference	1000-1999: Certificated Personnel Salaries Director and Coordinators	
Amount	\$132,942				Amoi	unt	\$132,942			Amount	\$132,942	
Source	Supplemental				Sour	ce	Supplemental 47 of 88		Source	Supplemental		
Budget	1000-1999: Cert	ificated	Personn	nel	Budg	jet	1000-1 599-16-3		ersonnel	Budget	1000-1999: Certificated Personnel 47 of 367	

Reference	Salaries Site Coordination Assignment (incl Team and 504 c	luding S	Student Success	Reference		additional assignment Success Team and	Reference	Reference Salaries Site coordination and additional assignment (including Student Succes Team and 504 coordination).			
Amount	\$91,216			Amount	\$91,216		Amount	\$91,216			
Source	Supplemental			Source	Supplemental		Source	Supplemental	Supplemental		
Budget Reference	2000-2999: Clas Salaries Sr. Staff Secreta		ersonnel	Budget Reference	2000-2999: Classis Sr. Staff Secretary	fied Personnel Salaries	Budget Reference	2000-2999: Classis Sr. Staff Secretary	fied Personnel Salaries		
Action	13										
For Actions	Services not ir	nclude	d as contributir	ng to meeting	the Increased or	Improved Services	Requirement:				
Stud	ents to be Served		All 🗌	Students with E							
	Location(s)		All Schools	☐ Specific			Specific Gra	de spans:			
					OR						
For Actions	Services inclu	ded as	s contributing to	meeting the	Increased or Imp	proved Services Req	juirement:				
Stud	ents to be Served		English Learne	ers 🛭 F	rs Foster Youth Low Income						
			Scope of Services	LEA-wi	ide 🗌 Scl	hoolwide OF	R 🗌 Limit	ed to Unduplicate	d Student Group(s)		
	Location(s)		All Schools	☐ Specific	Schools:			Specific Gra	de spans:		
ACTIONS/S	ERVICES										
2017-18				2018-19			2019-20				
☐ New [Modified		Unchanged	☐ New	Modified	☐ Unchanged	☐ New	Modified	☐ Unchanged		
Provide interve	ntions for foster st	tudents		Provide interve	entions for foster stu	udents.	Provide interventions for foster students.				
					48 of 88						

BUDGETED EXPENDITURES

2017-18				2018-19			2019-20						
Amount	\$2,000			Amount	\$2,000			Amount	\$2,000				
Source	Supplemental			Source	Supplemental			Source	Supple	mental			
Budget Reference	5800: Profession And Operating E Academic tutorin support.	xpendit	ures	Budget Reference					Budget Reference 5800: Professional/Consulting Servand Operating Expenditures Academic tutoring and after school support.			es	
Action	14												
For Actions	/Services not ir	nclude	d as contributi	ng to meeting	the Increased	d or Impro	oved Services	Requirement	:				
Stud	ents to be Served	\boxtimes	All 🗌	Students with I	Disabilities								
	Location(s)		All Schools	☐ Specific	Specific Schools:					☐ Specific Grade spans:			
					OR								
For Actions	/Services inclu	ded as	contributing t	o meeting the	Increased or	Improved	d Services Req	uirement:					
Stud	ents to be Served		English Learne	ers 🗌	Foster Youth		Low Income						
			Scope of Service	LEA-w	ride 🗌	Schoolwid	de OF	R 🗌 Limi	ted to U	nduplicate	d Stude	ent Group(s)	
	Location(s)		All Schools	☐ Specific	Schools:				□ S _i	pecific Gra	de spa	ns:	
ACTIONS/S	ERVICES												
2017-18				2018-19				2019-20					
☐ New	Modified		Unchanged	☐ New	Modifie	d 🛚	Unchanged	New		Modified		Unchanged	
	ram reflecting a br //, CTE, VAPA, ele thletics.			including STE	Provide a program reflecting a broad course of study including STEM, CTE, VAPA, electives, and co-curricular activities and athletics.				Provide a program reflecting a broad course of study including STEM, CTE, VAPA, electives, and co-curricular activities and athletics.				
BUDGETED 2017-18	EXPENDITURI	<u>ES</u>		2018-19	49 of 88						49	of 367	

Amount	\$30,000	Amount	\$30,000	Amount	\$30,000
Source	Base	Source	Base	Source	Base
Budget Reference	4000-4999: Books And Supplies Supplemental instructional materials - STEM (elem.)	Budget Reference	4000-4999: Books And Supplies Supplemental instructional materials - STEM (elem.)	Budget Reference	4000-4999: Books And Supplies Supplemental instructional materials - STEM (elem.)
Amount	\$83,116	Amount	\$83,116	Amount	\$83,116
Source	Supplemental	Source	Supplemental	Source	Supplemental
Budget Reference	1000-1999: Certificated Personnel Salaries Executive Director, Career Technical Education	Budget Reference	1000-1999: Certificated Personnel Salaries Executive Director, Career Technical Education	Budget Reference	1000-1999: Certificated Personnel Salaries Executive Director, Career Technical Education
Amount	\$127,022	Amount	\$127,022	Amount	\$127,022
Source	Supplemental	Source	Supplemental	Source	Supplemental
Budget Reference	1000-1999: Certificated Personnel Salaries Coordinator, Visual and Performing Arts	Budget Reference	1000-1999: Certificated Personnel Salaries Coordinator, Visual and Performing Arts	Budget Reference	1000-1999: Certificated Personnel Salaries Coordinator, Visual and Performing Arts
Amount	\$2,805,000	Amount	\$1,600,000	Amount	\$0
Source	CTE Incentive Grant	Source	CTE Incentive Grant	Source	CTE Incentive Grant
Budget Reference	4000-4999: Books And Supplies Career Technical Education	Budget Reference	4000-4999: Books And Supplies Career Technical Education	Budget Reference	4000-4999: Books And Supplies Career Technical Education
Amount	\$90,000	Amount	\$90,000	Amount	\$90,000
Source	Base	Source	Base	Source	Base
Budget Reference	5800: Professional/Consulting Services And Operating Expenditures Discovery Ed Partnership	Budget Reference	5800: Professional/Consulting Services And Operating Expenditures Discovery Ed Partnership	Budget Reference	5800: Professional/Consulting Services And Operating Expenditures Discovery Ed Partnership
Amount	\$3,527,217	Amount	\$3,527,217	Amount	\$3,527,217
Source	Base	Source	Base	Source	Base
Budget Reference	Co-curricular Activities and Athletics	Budget Reference	Co-curricular Activities and Athletics	Budget Reference	Co-curricular Activities and Athletics

15 Action

Stud	ents to be Served		All		Students wit	h Disabilities					
	<u>Location(s)</u>		All Sch	ools	High San (Midd Forst	ific Schools: Schools: Aliso N Clemente, San Ji le Schools: Don er, Newhart, Sho entary Schools: I	uan Hills Juan Avila precliffs Del Obisp	a, Ladera Ranch		Specific Gra	ide spans:
						OF					
		ded as	contrib	uting to	meeting th	e Increased or	Improve	d Services Red	quirement:		
Stud	ents to be Served		English	Learne	rs 🗌	Foster Youth		Low Income			
			Scope o	f Services	☐ LEA	-wide	Schoolw	ide O	R 🗌 Limit	ed to Unduplicate	ed Student Group(s)
	Location(s)		All Sch	ools	☐ Spec	ific Schools:				Specific Gra	ide spans:
ACTIONS/S	ERVICES										
2017-18					2018-19				2019-20		
☐ New [Modified		Uncha	nged	☐ New	Modifie	ed 🗌	Unchanged	☐ New	Modified	
	readiness and su eneration college			or		lege readiness and st generation colle				e readiness and suppeneration college a	
BUDGETED	EXPENDITURI	ΞS									
2017-18					2018-19				2019-20		
Amount	\$50,000				Amount	\$50,000			Amount	\$50,000	
Source	Supplemental				Source	Supplemental			Source	Supplemental	
Budget Reference	5800: Profession And Operating E AVID Participation	xpendit		rvices	Budget Reference	And Operating AVID Participa	Expenditution Fee	ulting Services ures	Budget Reference	5800: Professiona And Operating Ex AVID Participation	
Amount					Amount	\$5,598 51 of	88 RIT 1		Amount	\$5,598	

Source	Title I		Source	Title I	Source	Title I		
Budget Reference	5800: Profession And Operating E AVID Participation		Budget Reference	5800: Professional/Consulting Services And Operating Expenditures AVID Participation Fee	Budget Reference	5800: Professional/Consulting Services And Operating Expenditures		
Amount	\$60,000		Amount	\$25,000	Amount	\$25,000		
Source	Educator Effecti	veness	Source	Supplemental	Source	Supplemental		
Budget Reference	5000-5999: Sen Operating Expe AVID Summer II Professional De	nditures ntensive Teacher	Budget Reference	5000-5999: Services And Other Operating Expenditures AVID Summer Intensive Teacher Professional Development	Budget Reference	5000-5999: Services And Other Operating Expenditures AVID Summer Intensive Teacher Professional Development		
Amount	\$25,000		Amount	\$0	Amount	\$0		
Source	Supplemental		Source	Supplemental	Source	Supplemental		
Budget Reference	2000-2999: Clas Salaries AVID Tutors	ssified Personnel	Budget Reference	2000-2999: Classified Personnel Salaries AVID Tutors	Budget Reference	2000-2999: Classified Personnel Salaries AVID Tutors		
Action	16							
For Actio	ns/Services not i	ncluded as contributir	ng to meeting	the Increased or Improved Services	Requirement:			
<u> </u>	Students to be Served	⊠ All □	Students with	Disabilities				
	Location(s)		☐ Specific	c Schools:		Specific Grade spans:		
				OR				
		ided as contributing to	meeting the	Increased or Improved Services Req	uirement:			
\$	Students to be Served	☐ English Learne	rs 🗌	Foster Youth				
		Scope of Services	LEA-w	vide Schoolwide OF	R 🗌 Limi	ted to Unduplicated Student Group(s)		
	Location(s)	☐ All Schools	☐ Specific	c Schools:		Specific Grade spans:		
				52 of 88				
				EXHIBIT 1				

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ACTIONS/SERVICES

2017-18		2018-19		2019-20				
☐ New	☐ Modified ☒ Unchanged	☐ New		New	☐ Modified ☑ Unchanged			
Provide college	e readiness assessments and activities.	Provide colleg	e readiness assessments and activities.	Provide college readiness assessments and activities.				
BUDGETE	D EXPENDITURES							
2017-18		2018-19		2019-20				
Amount	\$57,000	Amount	\$0	Amount	\$0			
Source	Supplemental	Source	Supplemental	Source	Supplemental			
Budget Reference	5800: Professional/Consulting Services And Operating Expenditures Naviance	Budget Reference	5800: Professional/Consulting Services And Operating Expenditures Naviance	Budget Reference	5800: Professional/Consulting Services And Operating Expenditures Naviance			
Amount	\$1,800	Amount	\$1,800	Amount	\$1,800			
Source	Base	Source	Base	Source	Base			
Budget Reference	5000-5999: Services And Other Operating Expenditures College Fair in collaboration with CUCPTSA	Budget Reference	5000-5999: Services And Other Operating Expenditures College Fair in collaboration with CUCPTSA	Budget Reference	5000-5999: Services And Other Operating Expenditures College Fair in collaboration with CUCPTSA			
Amount	\$174,346	Amount	\$174,346	Amount	\$274,346			
Source	Supplemental	Source	Supplemental	Source	Supplemental			
Budget Reference	1000-1999: Certificated Personnel Salaries Two College and Career Counselors	Budget Reference	1000-1999: Certificated Personnel Salaries Two College and Career Counselors	Budget Reference	1000-1999: Certificated Personnel Salaries Three College and Career Counselors			
Amount	\$126,735	Amount	\$126,735	Amount	\$126,735			
Source	Supplemental	Source	Supplemental	Source	Supplemental			
Budget Reference	1000-1999: Certificated Personnel Salaries Coordinator, College and Career	Budget Reference	1000-1999: Certificated Personnel Salaries Coordinator, College and Career	Budget Reference	1000-1999: Certificated Personnel Salaries Coordinator, College and Career			
Amount	\$133,866	Amount	\$133,866	Amount	\$133,866			
Source	Supplemental	Source	Supplemental 53 of 88	Source	Supplemental			
Budget	5800: Professional/Consulting Services	Budget	5800: Professional/Consulting Services	Budget	5800: Professional/Consulting Services 53 of 367			

Reference	And Operating E PSAT Grades 9,			Reference	And Operating Expenditures PSAT Grades 9, 10, and 11	Reference	And Operating Expenditures PSAT Grades 9, 10, and 11						
Action	17												
For Actions	For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:												
Stud	lents to be Served		All 🖂	Students with D	oisabilities								
	Location(s)		All Schools	Specific	Schools:		Specific Grade spans:						
					OR								
For Actions	/Services inclu	ded as	contributing to	meeting the	ncreased or Improved Services	s Requirement:							
Stud	lents to be Served		English Learne	rs 🗌 F	oster Youth	ne							
			Scope of Services	de 🗌 Schoolwide	OR Limit	ted to Unduplicated Student Group(s)							
	Location(s)		All Schools	Specific	Schools:		Specific Grade spans:						
ACTIONS/S	ERVICES												
2017-18				2018-19		2019-20							
☐ New	Modified		Unchanged	□ New	☐ Modified ☑ Unchang	ged New	☐ Modified ☐ Unchanged						
	umber of students general education				umber of students with disabilities general education and special educati		umber of students with disabilities general education and special education						
BUDGETED 2017-18	EXPENDITURI	<u>ES</u>		2018-19		2019-20							
Amount	\$8,000			Amount	\$8,000	Amount	\$8,000						
Source	Special Education			Source	Special Education	Source	Special Education						
Budget Reference	1000-1999: Certificated Personnel Salaries				1000-19994 Gerdificated Personnel Salaries EXHIBIT 1	Budget Reference	1000-1999: Certificated Personnel Salaries						
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		onal learning on effective del between general pecial education		Provide professional learning on effective collaborative model between general education and special education teachers.		Provide professional learning on effective collaborative model between general education and special education teachers.
Amount	\$0		Amount	\$0	Amount	\$0
Budget Reference		onal learning for n special education instructional program.	Budget Reference	Provide professional learning for administrators on special education procedures and instructional program.	Budget Reference	Provide professional learning for administrators on special education procedures and instructional program.
Amount	\$58,900,000		Amount	\$58,900,000	Amount	\$58,900,000
Source	Special Education	on	Source	Special Education	Source	Special Education
Budget Reference	Teachers, Parap Public School	professionals, and Non	Budget Reference	Teachers, Paraprofessionals, and Non Public School	Budget Reference	Teachers, Paraprofessionals, and Non Public School
Action	18					
	/Services not in	ncluded as contributir	g to meeting	the Increased or Improved Services	Requirement:	
<u>Stud</u>	ents to be Served	All	Students with D	Disabilities		
	Location(s)	All Schools	Specific	Schools:		Specific Grade spans:
				OR		
For Actions/	/Services inclu	ded as contributing to	meeting the	Increased or Improved Services Red	quirement:	
<u>Stud</u>	ents to be Served	☐ English Learne	rs 🗌 F	Foster Youth Low Income		
		Scope of Services	☐ LEA-wi	de 🗌 Schoolwide O l	R 🛭 Limit	ted to Unduplicated Student Group(s)
	Location(s)	☐ All Schools	Specific	Schools:		Specific Grade spans: High School
ACTIONS/S	<u>ERVICES</u>					
2017-18			2018-19	55 of 88	2019-20	
				EXHIBIT 1 54 of 87		55 of 367

New [Modified Unchanged	☐ New	Modified		☐ New	☐ Modified ☐ Unchanged			
	s to Advanced Placement and accalaureate tests.		ss to Advanced Plac Baccalaureate tests.	cement and		Increase access to Advanced Placement and International Baccalaureate tests.			
BUDGETED 2017-18	EXPENDITURES	2018-19			2019-20				
Amount	\$40,000	Amount	\$40,000		Amount	\$40,000			
Source	Supplemental	Source	Supplemental		Source	Supplemental			
Budget Reference	4000-4999: Books And Supplies Advanced Placement and International Baccalaureate Test Fee Reimbursement	Budget Reference		And Supplies ent and International st Fee Reimbursement	Budget Reference	4000-4999: Books And Supplies Advanced Placement and International Baccalaureate Test Fee Reimbursement			

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.										
	□ New	☐ Modified ☐ Unchanged								
Goal 2	Goal 2: Communicate with, ar	nd engage students, parents, employees, and community members in Districtwide and community-specific decisions.								
State and/or Local Priorities	s Addressed by this goal:	STATE								
 Increase parent engagement representative of the District's diverse student population Increase partnership engagement in educating CUSD students 										
EVDECTED ANNUAL M	EACHDADLE OUTCOMES									

EXPECTED ANNUAL MEASURABLE OUTCOMES

Metrics/Indicators Baseline 2017-18 2018-19

- 1. Social and digital media engagement
- 2. Participation in District advisory meetings
- 3. PTSA Membership
- 4. Data from online communication tools, including Parent Portal
- 5. Parent education participation
- 1. In 2015-2016, the Facebook likes totaled 967 and there were 67,017 CapoTalk subscribers .
 2. DELAC, LCAP PAC, CAC Advisory Meetings.
 3. PTSA membership for 2016-2017 is pending.
- 4. 59,564 parents had Parent Portal accounts in 2016-2017.5. 548 parents participated in Parent Institute for Quality Education (PIQE) in 2015-2016.
- Increase Facebook likes and CapoTalk subscription rate.
 Continue parent advisory meeting groups including DELAC, LCAP PAC, CAC, CUCPTSA, and Parent Council.
 Increase PTSA membership percentage.
- 4. Increase online communication tools, such as Parent Portal.5. Increase parent education
- 5. Increase parent education participation, such as Parent Institute for Quality Education (PIQE)
- Increase Facebook likes and CapoTalk subscription rate.
 Continue parent advisory meeting groups including DELAC, LCAP PAC, CAC, CUCPTSA, and Parent Council.
 Increase PTSA membership percentage.
- 4. Increase online communication tools, such as Parent Portal.5. Increase parent education
- 5. Increase parent education participation, such as Parent Institute for Quality Education (PIQE)
- Increase Facebook likes and CapoTalk subscription rate.
 Continue parent advisory meeting groups including DELAC, LCAP PAC, CAC, CUCPTSA, and Parent Council.
 Increase PTSA membership percentage.
 Increase online

2019-20

communication tools, such as Parent Portal.
5. Increase parent education participation, such as Parent Institute for Quality Education

(PIQE)

PLANNED ACTIONS / SERVICES

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Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action	1																
For Actions/	Services not in	nclude	d as co	ontributi	ng to r	neetin	g the Ir	ncreased	or Impr	oved Servic	es R	Require	ement	:			
Stude	ents to be Served		All		Stude	nts with	n Disabi	lities									
	Location(s)		All Scl	hools		Speci	ific Scho	ools:							Specific Gr	ade spa	ins:
								OR									
For Actions/	Services inclu	ded as	contri	ibuting t	o mee	ting th	e Incre	ased or I	mprove	d Services F	Requ	uireme	nt:				
<u>Stude</u>	ents to be Served		Englis	sh Learn	ers		Foster	r Youth		Low Income							
			Scope	of Service	<u>s</u>	LEA-	-wide		Schoolwi	de	OR		Limi	ited to	Unduplicate	∍d Stud	ent Group(s)
	Location(s)		All Sci	hools		Speci	ific Scho	ools:							Specific Gr	ade spa	ins:
ACTIONS/SI	ERVICES																
2017-18					20	2018-19					2019-	20					
☐ New ☐	Modified		Unch	anged		New	\boxtimes	Modified		Unchanged	ł		New		Modified		Unchanged
Facilitate effecti and stakeholder	ive communicatio	ns with	CUSD fa	amilies		ilitate ef stakeho		ommunicat	ions with	CUSD families	•		ate effe		ommunication	ns with C	CUSD families
BUDGETED	EXPENDITUR	FS															
2017-18	<u> </u>	<u></u>			20	18-19						2019-	20				
Amount	\$280,639				Amo	ount	\$280	,639				Amoun	t	\$280),639		
Source	Base				Sou	rce	Base	;				Source		Base)		
Budget Reference	2000-2999: Class Salaries Communications Relations Specia	s Officer				Budget Reference 2000-2999: Classified Personnel Salaries Communications Officer and Public Relations Specialist			es	Budget Referer		Com	0-2999: Class munications tions Special	Officer a	rsonnel Salaries and Public		
Amount	\$83,052				Amo	ount	\$83,0	052 ⁵⁸ of EXHIB				Amoun	t	\$83,	052	7.0	5267

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Source	Base	Source	Base	Source	Base
Budget Reference	5800: Professional/Consulting Services And Operating Expenditures School Messenger	Budget Reference	5800: Professional/Consulting Services And Operating Expenditures School Messenger	Budget Reference	5800: Professional/Consulting Services And Operating Expenditures School Messenger
Amount	\$121,107	Amount	\$121,107	Amount	\$121,107
Source	Base	Source	Base	Source	Base
Budget Reference	5800: Professional/Consulting Services And Operating Expenditures Schoolloop	Budget Reference	5800: Professional/Consulting Services And Operating Expenditures Schoolloop	Budget Reference	5800: Professional/Consulting Services And Operating Expenditures Schoolloop
Amount	\$3,200	Amount	\$0	Amount	\$3,200
Source	Supplemental	Source	Supplemental	Source	Supplemental
Budget Reference	5800: Professional/Consulting Services And Operating Expenditures LCAP Survey (Bi-Annually)	Budget Reference	5800: Professional/Consulting Services And Operating Expenditures LCAP Survey (Bi-Annually)	Budget Reference	5700-5799: Transfers Of Direct Costs LCAP Survey (Bi-Annually)
Amount	\$5,029	Amount	\$5,029	Amount	\$5,029
Source	Supplemental	Source	Supplemental	Source	Supplemental
Budget Reference	5800: Professional/Consulting Services And Operating Expenditures LCAP Infographic	Budget Reference	5800: Professional/Consulting Services And Operating Expenditures LCAP Infographic	Budget Reference	5800: Professional/Consulting Services And Operating Expenditures LCAP Infographic
Amount	\$212	Amount	\$212	Amount	\$212
Source	Supplemental	Source	Supplemental	Source	Supplemental
Budget Reference	2000-2999: Classified Personnel Salaries LCAP Parent Advisory Committee Childcare	Budget Reference	2000-2999: Classified Personnel Salaries LCAP Parent Advisory Committee Childcare	Budget Reference	2000-2999: Classified Personnel Salaries LCAP Parent Advisory Committee Childcare
Amount	\$20,700,000	Amount	\$20,700,000	Amount	\$20,700,000
Source	Base	Source	Base	Source	Base
Budget Reference	2000-2999: Classified Personnel Salaries General Administration	Budget Reference	2000-2999: Classified Personnel Salaries General Administration	Budget Reference	2000-2999: Classified Personnel Salaries General Administration
Amount	\$10,900	Amount	\$10,900	Amount	\$10,900
Source	Base	Source	Base 59 of 88 EXHIBIT 1	Source	Base 59 of 367

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Budget Reference	1000-1999: Certificated Personnel Salaries GATE Parent and Teacher Advisory Meetings			Budget Reference				Budget Reference	1000-1999: Certificated Personnel Salaries GATE Parent and Teacher Advisory Meetings
Action	2								
For Actions	Services not ir	nclude	d as contributi	ng to meeting	the Increased	or Improv	ed Services F	Requirement:	
Stud	dents to be Served		All 🗌	Students with [Disabilities				
	Location(s)		All Schools	☐ Specific	Schools:				Specific Grade spans:
					OR				
	s/Services inclu	ded as	contributing t	o meeting the	Increased or In	nproved S	Services Req	uirement:	
Stud	dents to be Served		English Learne	ers 🗌 I	Foster Youth	☐ Lo	w Income		
			Scope of Service	S LEA-w	ide 🗌 S	choolwide	OR	R 🗌 Limit	red to Unduplicated Student Group(s)
	Location(s)		All Schools	☐ Specific	Schools:				Specific Grade spans:
ACTIONS/S	SERVICES								
2017-18				2018-19				2019-20	
☐ New	Modified	\boxtimes	Unchanged	☐ New	Modified	⊠ l	Jnchanged	☐ New	☐ Modified ☑ Unchanged
	tion of school docu English learners.	uments	for schools with		ation of school doc English learners.	uments for	schools with		tion of school documents for schools with English learners.
BUDGETE	D EXPENDITURI	FS							
2017-18				2018-19				2019-20	
Amount	\$42,100			Amount	\$42,100			Amount	\$42,100
Source	Supplemental			Source	Supplemental			Source	Supplemental
Budget Reference	5800: Profession	nal/Cons	sulting Services	Budget Reference	5800: Professional/Consulting Services EXHIBIT 1			Budget Reference	5800: Professional/Consulting Services 60 of 367

	And Operating E Contracted trans				And Operating Expenditor Contracted translation se			And Operating Expenditures Contracted translation services		
Action	3									
For Actions/	Services not in	nclude	d as contributir	ng to meeting	the Increased or Imp	roved Services	Requirement:			
Stud	ents to be Served		All 🗌	Students with [Disabilities					
Location(s) All Schools Specific Schools: Specific Grade spa										
	_				OR					
		ded as	contributing to	meeting the	Increased or Improve	ed Services Req	uirement:			
Stud	ents to be Served		English Learne	ers 🗌 I	Foster Youth	Low Income				
Scope of Services										
	Location(s)		All Schools	☐ Specific	Schools:			Specific Grade spans:		
ACTIONS/S	<u>ERVICES</u>									
2017-18				2018-19			2019-20			
□ New [Modified		Unchanged	☐ New	☐ Modified ⊠	Unchanged	☐ New	☐ Modified ☑ Unchanged		
	nunications, parer parents of Englis				munication, parent educat of parents of English learn			munication, parent education, and of parents of English learners.		
BUDGETED	EXPENDITUR	ES								
2017-18				2018-19			2019-20			
Amount	\$941,663			Amount	\$941,663		Amount	\$941,663		
Source	Supplemental			Source Supplemental			Source	Supplemental		
Budget 2000-2999: Classified Personnel Salaries Bilingual Community Services Liaisons				Budget Reference 2000-2999: Classified Personnel Salaries Bilingual Computative Services Liaisons			Budget Reference	2000-2999: Classified Personnel Salaries Bilingual Community Services Liaisons		
	-			_	EXHIBIT 1 60 of 87			61 of 367		

Amount	\$60,000	Amount	\$60,000	Amount	\$60,000			
Source	Title III	Source	Title III	Source	Title III			
Budget Reference	5800: Professional/Consulting Services And Operating Expenditures Parent Education programs such as Parent Institute for Quality Education (PIQE)	Budget Reference	5800: Professional/Consulting Services And Operating Expenditures Parent Education programs such as Parent Institute for Quality Education (PIQE)	Budget Reference	5800: Professional/Consulting Services And Operating Expenditures Parent Education programs such as Parent Institute for Quality Education (PIQE)			
Amount	\$800	Amount	\$800	Amount	\$800			
Source	Supplemental	Source	Supplemental	Source	Supplemental			
Budget Reference	2000-2999: Classified Personnel Salaries DELAC meeting childcare	Budget Reference	2000-2999: Classified Personnel Salaries DELAC meeting childcare	Budget Reference	2000-2999: Classified Personnel Salaries DELAC meeting childcare			
Amount	\$200	Amount	\$200	Amount	\$200			
Source	Supplemental	Source	Supplemental	Source	Supplemental			
Budget Reference	2000-2999: Classified Personnel Salaries Additional assignment for translation at District meetings	Budget Reference	2000-2999: Classified Personnel Salaries Additional assignment for translation at District meetings	Budget Reference	2000-2999: Classified Personnel Salaries Additional assignment for translation at District meetings			
Amount	\$61,379	Amount	\$61,379	Amount	\$61,379			
Source	Supplemental	Source	Supplemental	Source	Supplemental			
Budget Reference	2000-2999: Classified Personnel Salaries District Bilingual Receptionist	Budget Reference	2000-2999: Classified Personnel Salaries District Bilingual Receptionist	Budget Reference	2000-2999: Classified Personnel Salaries District Bilingual Receptionist			
Action	4							
For Actions/	Services not included as contributir	g to meeting	the Increased or Improved Services	Requirement:				
Stude	ents to be Served All 🖂	Students with [Disabilities					
	Location(s) All Schools Specific Schools: Specific Grade spans:							
			OR					
For Actions/	Services included as contributing to	meeting the	Increase of Marroved Services Req EXHIBIT 1	uirement:	(2, 52/7			

Stud	ents to be Served		English Learne	rs	☐ Foster Youth ☐ Low Income										
			Scope of Services		LEA	-wide	□ S	choolwi	de (OR [] Limi	ited to	Unduplicate	∍d Stud	lent Group(s)
	Location(s)		All Schools		Speci	ific Sch	ools:						Specific Gra	ade spa	ans:
ACTIONS/S	<u>ERVICES</u>														
2017-18				201	8-19					201	19-20				
New [Modified		Unchanged		New		Modified		Unchanged		New		Modified		Unchanged
	Support Network ents with special r		n to engage		Provide Parent Support Network program to engage parents of students with special needs.				Provide Parent Support Network program to engage parents of students with special needs.			to engage			
BUDGETED	EXPENDITUR	FS													
2017-18				201	8-19					201	19-20				
Amount	\$20,000			Amo	unt	\$20	,000			Amo	ount	\$20,0	000		
Source	Medi-Cal			Sour	rce	Med	di-Cal			Sou	rce	Medi	-Cal		
Budget Reference	1000-1999: Cert Salaries Parent Support I			Budo Refe	get erence	Sala	1000-1999: Certificated Personnel Salaries Parent Support Network administrator		Bud Refe	get erence	Salar	1000-1999: Certificated Personnel Salaries Parent Support Network administrator			

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.								
☐ New		☐ Modified		Unchanged				
Goal 3	Goal 3: Optimize facilities and	pal 3: Optimize facilities and learning environments for all students.						
State and/or Local Priorities Addressed by this goal: Identified Need		STATE	□ 2 □ 3 □ 10	□ 4 □ 5	□ 6 □ 7 □	8		
		Prepare for short	rm facilities improveme t and long-term facilitie ullying programs.	· -				

EXPECTED ANNUAL MEASURABLE OUTCOMES

Metrics/Indicators Baseline 2017-18 2018-19 2019-20

Facilities Inspection Tool (FIT) by site Williams Act data Bully Logs

- 1. All schools met FIT "Good Repair" standard.
- 2. Kinoshita and Viejo met FIT "Good Repair" standard.
- 3. There were 77 bully logs (53 founded, 24 unfounded) in 2015-2016.
- 1. Standards for facility maintenance (good repair) will be met.
- 2. Williams Act facilities inspections will reflect compliance.
- 3. Reduction in bullying as measured by bully logs.
- 1. Standards for facility maintenance (good repair) will be met.
- 2. Williams Act facilities inspections will reflect compliance.
- 3. Reduction in bullying as measured by bully logs.
- 1. Standards for facility maintenance (good repair) will
- be met.
 2. Williams Act facilities inspections will reflect
- 3. Reduction in bullying as measured by bully logs.

compliance.

PLANNED ACTIONS / SERVICES

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action

1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement: 64 of 88

Stude	ents to be Served		All 🗌	Students with I	Disabilities		
	Location(s)		All Schools	☐ Specific	Schools:		Specific Grade spans:
					OR		
		ded as	s contributing	to meeting the	Increased or Improved Services Re	quirement:	
Stude	ents to be Served		English Learn	ers 🗌	Foster Youth		
			Scope of Service	LEA-w	ide	R 🗌 Limit	ted to Unduplicated Student Group(s)
	Location(s)		All Schools	☐ Specific	Schools:		Specific Grade spans:
ACTIONS/SI	ERVICES						
2017-18				2018-19		2019-20	
☐ New [Modified		Unchanged	☐ New	☐ Modified ☐ Unchanged	☐ New	
Ensure that fac	lities are clean, sa	afe, and	d functional.	Ensure that fa	cilities are clean, safe, and functional.	Ensure that fa	cilities are clean, safe, and functional.
BUDGETED	EXPENDITURE	<u>ES</u>					
2017-18				2018-19		2019-20	
Amount	\$3,500,000			Amount	\$3,500,000	Amount	\$3,500,000
Source	Base			Source	Base	Source	Base
Budget Reference	5000-5999: Serv Operating Exper Deferred mainter	nditures		Budget Reference	5000-5999: Services And Other Operating Expenditures Deferred maintenance	Budget Reference	5000-5999: Services And Other Operating Expenditures Deferred maintenance
Amount	\$20,200,000			Amount	\$20,200,000	Amount	\$20,200,000
Source	Base			Source	Base	Source	Base
Budget Reference	4000-4999: Book Routine Mainten and equipment)			Budget Reference	4000-4999: Books And Supplies Routine Maintenance (services, supplies, and equipment) EXHIBIT 1	Budget Reference	4000-4999: Books And Supplies Routine Maintenance (services, supplies, and equipment)

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Amount	\$5,700,000		Amount	\$5,700,000	Amount	\$5,700,000
Source	State Defined		Source	State Defined	Source	State Defined
Budget Reference		oital Outlay o. 39 grant plan to energy efficiency	Budget Reference	6000-6999: Capital Outlay Implement Prop. 39 grant plan to increase facility energy efficiency	Budget Reference	6000-6999: Capital Outlay Implement Prop. 39 grant plan to increase facility energy efficiency
Amount	\$0		Amount	\$0	Amount	\$0
Budget Reference	Facilities and Fi	nance Committee	Budget Reference	Facilities and Finance Committee	Budget Reference	Facilities and Finance Committee
Amount	\$20,500,000		Amount	\$20,500,000	Amount	\$20,500,000
Source	Base		Source	Base	Source	Base
Budget Reference	Salaries	ssified Personnel d Operations Salaries	Budget Reference	2000-2999: Classified Personnel Salaries Maintenance and Operations Salaries and Benefits	Budget Reference	2000-2999: Classified Personnel Salaries Maintenance and Operations Salaries and Benefits
Action	2					
For Actions	/Services not i	ncluded as contributin	g to meeting	the Increased or Improved Services	Requirement:	
Stud	dents to be Served	⊠ All □ S	Students with [Disabilities		
	Location(s)		☐ Specific	: Schools:		Specific Grade spans:
	<i>(</i> 0			OR		
		ded as contributing to	meeting the	Increased or Improved Services Req	uirement:	
Stuc	dents to be Served	☐ English Learner	rs 🗌 I	Foster Youth		
		Scope of Services	☐ LEA-w	ide	R 🗌 Limit	ed to Unduplicated Student Group(s)
	Location(s)	☐ All Schools	Specific	Schools:		Specific Grade spans:
ACTIONS/S	SERVICES .			66 of 88 EXHIBIT 1		
				LAHDH I		66 of 267

2017-18		2018-19		2019-20		
☐ New [☐ Modified ☑ Unchanged	☐ New	☐ Modified ☒ Unchanged	☐ New	☐ Modified ☑ Unchanged	
Enhance learni bullying and/or	ng environment and effectively address cyber bullying.		ning environment and effectively address r cyber bullying.	Enhance learning environment and effectively address bullying and/or cyber bullying.		
BUDGETED 2017-18	<u>EXPENDITURES</u>	2018-19		2019-20		
Amount	\$0	Amount	\$0	Amount	\$0	
Budget Reference	Teacher training for Digital Citizenship/Cyber Bullying curriculum	Budget Reference	Teacher training for Digital Citizenship/Cyber Bullying curriculum	Budget Reference	Teacher training for Digital Citizenship/Cyber Bullying curriculum	
Amount	\$0	Amount	\$0	Amount	\$0	
Budget Reference	Training for systematic bullying procedures	Budget Reference	Training for systematic bullying procedures	Budget Reference	Training for systematic bullying procedures	
Amount	\$0	Amount	\$0	Amount	\$0	
Budget Reference	2000-2999: Classified Personnel Salaries Campus Supervisor training	Budget Reference	2000-2999: Classified Personnel Salaries Campus Supervisor training	Budget Reference	2000-2999: Classified Personnel Salaries Campus Supervisor training	

Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year	∑ 2017–18			
Estimated Supp	plemental and Concentration Grant Funds:	\$9,484,359	Percentage to Increase or Improve Services:	2.53%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

Capistrano Unified School District has budgeted Supplemental funds to address the priorities for all students but principally meets the needs of English Learners, Low-Income, and Foster Youth students. All requests for expending funds go through an approval process through an administrator overseeing that funds are spent to support these student groups:

Goal 1: To increase post-secondary options for all students, the following actions/services will be implemented for all students, including unduplicated students: Class size reduction, 180 student days, Professional development for all teachers (including use of Curriculum Specialists) with emphasis on providing standards-based high quality instruction, including Tier I interventions for all students. The described actions and services are in alignment with concepts discussed in the Blueprint for Great Schools and ELA/ELD California Framework (Professional learning is the vehicle for all school staff to learn to effectively implement the curricular and instructional practices proposed in this framework, Ch 11, p. 4). Additional research to support the above actions and services for Goal 1 include: CA CCSS ELA Appendices A-C; Do low attaining and younger students benefit most from small classes? Results from a systematic observation study of class size effects on pupil engagement and teacher pupil interaction, UK 2008; 30-100 hours Professional learning in the Learning Profession, NSDC report, 2009; Visible Learning - A Synthesis of Over 800 Meta-Analyses Relating to Achievement (professional development has an effect size of 0.62 which is in the zone of desired effects).

The following actions/services will also be implemented for all students including unduplicated students: Student access to interventions (academic, behavioral, and social) through a Multi-Tiered System of Support (MTSS) including counseling, Data Analyst to assist school sites with student assessment data to identify students for intervention, school site MTSS coordination, intervention staff, and credit recovery programs. Additional research to support the above actions and services include: Removing barriers to Learning and Improving Student Outcomes: The Importance of School-Based Mental Health Services, American Counseling Assn., American School Counselor Assn., National Assn. of School Psychologists, School Social Work Assn. of America and National Alliance of Specialized Instructional Support Personnel Effective Specialized Instructional Support Services Research Brief May 2013; Transforming Student and Learning Supports: Developing a Unified, Comprehensive, and Equitable System, 2015; Visible Learning - A Synthesis of Over 800 Meta-Analyses Relating to Achievement (response to intervention has an effect size of 1.07 and early intervention has an effect size of 0.47 which are both in the zone of desired effects).

In addition, the following actions/services will be implemented for all students, including unduplicated students: AVID support, PSAT, Naviance, and Career Technical Education and Visual and Performing Arts program development and coordination. Additional research to support the districtwide CTE and VAPA actions and services include: CTE Pathways Initiative Annual Report 2013; Transforming Teaching through Arts Integration, 2014; Visible Learning - A Synthesis of Over 800 Meta-Analyses Relating to Achievement (career education programs have a positive impact on student outcomes, Baker & Popwicz).

Use of funds for unduplicated pupils: The District has determined based on the research outlined above and stakeholder input that these actions and services are EXHIBIT 1

the most effective use of funds to meet the goals.

Capistrano Unified School District has developed a plan to utilize Supplemental funds to specifically to meet the needs of English learners, low-income, and foster youth students by allocating money for a variety of targeted programs and services including:

Goal 1: Increased support to students who are English learners, including long-term English learners through supplemental English Language Development sections for secondary schools, English Language program operations, English learner testing assistants, and translation staff.

Increased support for students who are low-income through Advanced Placement and International Baccalaureate test fee reimbursement.

Increased support for students who are foster youth through interventions such as tutoring and after school programs.

Goal 2: Increased parent communication and support through parent and community outreach, parent education programs, translation, school site Bilingual Liaisons, childcare for English Learner parent meetings, and translation at District meetings.

Additional funding will be allocated and spent on targeted services for English Learners, low-income, and foster youth to meet the effort for designated continued services, which is the minimum proportionality percentage.

Revised Local Control and Accountability Plan and Annual Update Template Instructions

Addendum

The Local Control and Accountability Plan (LCAP) and Annual Update Template documents and communicates local educational agencies' (LEAs) actions and expenditures to support student outcomes and overall performance. For school districts and county offices of education, the LCAP is a three-year plan which is reviewed and updated in the second and third years of the plan. Charter schools may complete the LCAP to align with the term of the charter school's budget, typically one year, which is submitted to the school's authorizer. The LCAP and Annual Update Template must be completed by all LEAs each year.

For school districts, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all students and each student group identified by the Local Control Funding Formula (LCFF) (ethnic, socioeconomically disadvantaged, English learners, foster youth, pupils with disabilities, and homeless youth), for each of the state priorities and any locally identified priorities.

For county offices of education, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all students and each LCFF student group funded through the county office of education (students attending juvenile court schools, on probation or parole, or expelled under certain conditions) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services funded by a school district that are provided to students attending county-operated schools and programs, including special education programs.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in Education Code (EC) sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

Charter schools must describe goals and specific actions to achieve those goals for all students and each LCFF subgroup of students including students with disabilities and homeless youth, for each of the state priorities that apply for the grade levels served or the nature of the program operated by the charter school, and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code. Changes in LCAP goals and actions/services for charter schools that result from the annual update process do not necessarily constitute a material revision to the school's charter petition.

For questions related to specific sections of the template, please see instructions below:

Instructions: Linked Table of Contents

Plan Summary
Annual Update
Stakeholder Engagement
Goals, Actions, and Services
Planned Actions/Services

Demonstration of Increased or Improved Services for Unduplicated Students

For additional questions or technical assistance related to completion of the LCAP template, please contact the local county office of education, or the CDE's Local Agency Systems Support Office at: 916-319-0809 or by email at: lcff@cde.ca.gov.

Plan Summary

The LCAP is intended to reflect an LEA's annual goals, actions, services and expenditures within a fixed three-year planning cycle. LEAs must include a plan summary for the LCAP each year.

When developing the LCAP, mark the appropriate LCAP year, and address the prompts provided in these sections. When developing the LCAP in year 2 or year 3, mark the appropriate LCAP year and replace the previous summary information with information relevant to the current year LCAP.

In this section, briefly address the prompts provided. These prompts are not limits. LEAs may include information regarding local program(s), community demographics, and the overall vision of the LEA. LEAs may also attach documents (e.g., the LCFF Evaluation Rubrics data reports) if desired and/or include charts illustrating goals, planned outcomes, actual outcomes, or related planned and actual expenditures.

An LEA may use an alternative format for the plan summary as long as it includes the information specified in each prompt and the budget summary table.

The reference to LCFF Evaluation Rubrics means the evaluation rubrics adopted by the State Board of Education under *EC* Section 52064.5.

Budget Summary

The LEA must complete the LCAP Budget Summary table as follows:

- Total LEA General Fund Budget Expenditures for the LCAP Year: This amount is the LEA's total budgeted General Fund expenditures for the LCAP year. The LCAP year means the fiscal year for which an LCAP is adopted or updated by July 1. The General Fund is the main operating fund of the LEA and accounts for all activities not accounted for in another fund. All activities are reported in the General Fund unless there is a compelling reason to account for an activity in another fund. For further information please refer to the California School Accounting Manual (http://www.cde.ca.gov/fg/ac/sa/). (Note: For some charter schools that follow governmental fund accounting, this amount is the total budgeted expenditures in the Charter Schools Special Revenue Fund. For charter schools that follow the not-for-profit accounting model, this amount is total budgeted expenses, such as those budgeted in the Charter Schools Enterprise Fund.)
- Total Funds Budgeted for Planned Actions/Services to Meet the Goals in the LCAP for the LCAP Year: This amount is the total of the budgeted expenditures associated with the actions/services included for the LCAP year from all sources of funds, as reflected in the LCAP. To the extent actions/services and/or expenditures are listed in the LCAP under more than one goal, the expenditures should be counted only once.

the LCAP year. (Note: The total funds budgeted for planned actions/services may include funds other than general fund expenditures.)

Total Projected LCFF Revenues for LCAP Year: This amount is the total amount of LCFF funding
the LEA estimates it will receive pursuant to EC sections 42238.02 (for school districts and charter
schools) and 2574 (for county offices of education), as implemented by EC sections 42238.03 and
2575 for the LCAP year respectively.

Annual Update

The planned goals, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the previous year's* approved LCAP. Minor typographical errors may be corrected.

* For example, for LCAP year 2017/18 of the 2017/18 – 2019/20 LCAP, review the goals in the 2016/17 LCAP. Moving forward, review the goals from the most recent LCAP year. For example, LCAP year 2020/21 will review goals from the 2019/20 LCAP year, which is the last year of the 2017/18 – 2019/20 LCAP.

Annual Measurable Outcomes

For each goal in the prior year, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in the prior year for the goal.

Actions/Services

Identify the planned Actions/Services and the budgeted expenditures to implement these actions toward achieving the described goal. Identify the **actual** actions/services implemented to meet the described goal and the estimated actual annual expenditures to implement the actions/services. As applicable, identify any changes to the students or student groups served, or to the planned location of the actions/services provided.

Analysis

Using actual annual measurable outcome data, including data from the LCFF Evaluation Rubrics, analyze whether the planned actions/services were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions/services to achieve the articulated goal.
 Include a discussion of relevant challenges and successes experienced with the implementation process.
- Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures or a dollar-for-dollar accounting is not required.
- Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the data provided in the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Stakeholder Engagement

Meaningful engagement of parents, students, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Education Code identifies the minimum consultation requirements for school districts and county offices of education as consulting with teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and pupils in developing the LCAP. Education Code requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the LCAP. In addition, Education Code Section 48985 specifies the requirements for the translation of notices, reports, statements, or records sent to a parent or guardian exhibits 1

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The LCAP should be shared with, and LEAs should request input from, school site-level advisory groups, as applicable (e.g., school site councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet specific goals.

Instructions: The stakeholder engagement process is an ongoing, annual process. The requirements for this section are the same for each year of a three-year LCAP. When developing the LCAP, mark the appropriate LCAP year, and describe the stakeholder engagement process used to develop the LCAP and Annual Update. When developing the LCAP in year 2 or year 3, mark the appropriate LCAP year and replace the previous stakeholder narrative(s) and describe the stakeholder engagement process used to develop the current year LCAP and Annual Update.

School districts and county offices of education: Describe the process used to consult with the Parent Advisory Committee, the English Learner Parent Advisory Committee, parents, students, school personnel, the LEA's local bargaining units, and the community to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Charter schools: Describe the process used to consult with teachers, principals, administrators, other school personnel, parents, and students to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Describe how the consultation process impacted the development of the LCAP and annual update for the indicated LCAP year, including the goals, actions, services, and expenditures.

Goals, Actions, and Services

LEAs must include a description of the annual goals, for all students and each LCFF identified group of students, to be achieved for each state priority as applicable to type of LEA. An LEA may also include additional local priorities. This section shall also include a description of the specific planned actions an LEA will take to meet the identified goals, and a description of the expenditures required to implement the specific actions.

School districts and county offices of education: The LCAP is a three-year plan, which is reviewed and updated annually, as required.

Charter schools: The number of years addressed in the LCAP may align with the term of the charter schools budget, typically one year, which is submitted to the school's authorizer. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

New, Modified, Unchanged

As part of the LCAP development process, which includes the annual update and stakeholder engagement, indicate if the goal, identified need, related state and/or local priorities, and/or expected annual measurable outcomes for the current LCAP year or future LCAP years are modified or unchanged from the previous year's LCAP; or, specify if the goal is new.

Goal

State the goal. LEAs may number the goals using the "Goal #" box for ease of reference. A goal is a broad statement that describes the desired result to which all actions/services are directed. A goal answers the question: What is the LEA seeking to achieve?

Related State and/or Local Priorities

Identify the state and/or local priorities addressed by the goal by placing a check mark next to the applicable priority or priorities. The LCAP must include goals that address each of the state priorities, as applicable to the type of LEA, and any additional local priorities; however, one goal may address multiple priorities. (Link to State Priorities)

Identified Need

Describe the needs that led to establishing the goal. The identified needs may be based on quantitative or qualitative information, including, but not limited to, results of the annual update process or performance data from the LCFF Evaluation Rubrics, as applicable.

Expected Annual Measurable Outcomes

For each LCAP year, identify the metric(s) or indicator(s) that the LEA will use to track progress toward the expected outcomes. LEAs may identify metrics for specific student groups. Include in the baseline column the most recent data associated with this metric or indicator available at the time of adoption of the LCAP for the first year of the three-year plan. The most recent data associated with a metric or indicator includes data as reported in the annual update of the LCAP year immediately preceding the three-year plan, as applicable. The baseline data shall remain unchanged throughout the three-year LCAP. In the subsequent year columns, identify the progress to be made in each year of the three-year cycle of the LCAP. Consider how expected outcomes in any given year are related to the expected outcomes for subsequent years.

The metrics may be quantitative or qualitative, but at minimum an LEA must use the applicable required metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. For the student engagement priority metrics, as applicable, LEAs must calculate the rates as described in the LCAP Template Appendix, sections (a) through (d).

Planned Actions/Services

For each action/service, the LEA must complete either the section "For Actions/Services not contributing to meeting Increased or Improved Services Requirement" or the section "For Actions/Services Contributing to Meeting the Increased or Improved Services Requirement." The LEA shall not complete both sections for a single action.

For Actions/Services Not Contributing to Meeting the Increased or Improved Services Requirement

Students to be Served

The "Students to be Served" box is to be completed for all actions/services except for those which are included by the LEA as contributing to meeting the requirement to increase or improve services for unduplicated students. Indicate in this box which students will benefit from the actions/services by checking "All", "Students with Disabilities", or "Specific Student Group(s)". If "Specific Student Group(s)" is checked, identify the specific student group(s) as appropriate.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must indicate "All Schools". If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must mark "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by selecting "Specific Schools" and identify the site(s) where the actions/services will be provided. For charter schools operating only one site, "All Schools" and "Specific Schools" may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

For Actions/Services Contributing to Meeting the Increased or Improved Services Requirement:

Students to be Served

For any action/service contributing to the LEA's overall demonstration that it has increased or improved services for unduplicated students above what is provided to all students (see $\frac{Demonstration\ of\ Increased\ or\ Improved\ Services\ for\ Unduplicated\ Students}$ section, below), the LEA must identify the unduplicated student group(s) being served. $\frac{1}{74}$ of $\frac{1}{88}$

For each action/service contributing to meeting the increased or improved services requirement, identify scope of service by indicating "LEA-wide", "Schoolwide", or "Limited to Unduplicated Student Group(s)". The LEA must select one of the following three options:

- If the action/service is being funded and provided to upgrade the entire educational program of the LEA, place a check mark next to "LEA-wide."
- If the action/service is being funded and provided to upgrade the entire educational program of a particular school or schools, place a check mark next to "schoolwide".
- If the action/service being funded and provided is limited to the unduplicated students identified in "Students to be Served", place a check mark next to "Limited to Student Groups".

For charter schools and single-school school districts, "LEA-wide" and "Schoolwide" may be synonymous and, therefore, either would be appropriate. For charter schools operating multiple schools (determined by a unique CDS code) under a single charter, use "LEA-wide" to refer to all schools under the charter and use "Schoolwide" to refer to a single school authorized within the same charter petition. Charter schools operating a single school may use "LEA-wide" or "Schoolwide" provided these terms are used in a consistent manner through the LCAP.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must indicate "All Schools". If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must mark "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by selecting "Specific Schools" and identify the site(s) where the actions/services will be provided. For charter schools operating only one site, "All Schools" and "Specific Schools" may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

Actions/Services

For each LCAP year, identify the actions to be performed and services provided to meet the described goal. Actions and services that are implemented to achieve the identified goal may be grouped together. LEAs may number the action/service using the "Action #" box for ease of reference.

New/Modified/Unchanged:

- Check "New" if the action/service is being added in any of the three years of the LCAP to meet the articulated goal.
- Check "Modified" if the action/service was included to meet an articulated goal and has been changed or modified in any way from the prior year description.
- Check "Unchanged" if the action/service was included to meet an articulated goal and has not been changed or modified in any way from the prior year description.
 - o If a planned action/service is anticipated to remain unchanged for the duration of the plan, an LEA may check "Unchanged" and leave the subsequent year columns blank rather than having to copy/paste the action/service into the subsequent year columns. Budgeted expenditures may be treated in the same way as applicable.

Note: The goal from the prior year may or may not be included in the current three-year LCAP. For example, when developing year 1 of the LCAP, the goals articulated in year 3 of the preceding three-year LCAP will be from the prior year.

Charter schools may complete the LCAP to align with the term of the charter school's budget that is submitted to the school's authorizer. Accordingly escharter school submitting a one-year budget to its authorizer may choose not to complete the year 3 portions of the Goals, Actions, and

Services section of the template. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

Budgeted Expenditures

For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA's budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by *Education Code* sections 52061, 52067, and 47606.5.

Expenditures that are included more than once in an LCAP must be indicated as a duplicated expenditure and include a reference to the goal and action/service where the expenditure first appears in the LCAP.

If a county superintendent of schools has jurisdiction over a single school district, and chooses to complete a single LCAP, the LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted expenditures are aligned.

Demonstration of Increased or Improved Services for Unduplicated Students

This section must be completed for each LCAP year. When developing the LCAP in year 2 or year 3, copy the Demonstration of Increased or Improved Services for Unduplicated Students table and mark the appropriate LCAP year. Using the copy of the table, complete the table as required for the current year LCAP. Retain all prior year tables for this section for each of the three years within the LCAP.

Estimated Supplemental and Concentration Grant Funds

Identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner students as determined pursuant to 5 *CCR* 15496(a)(5).

Percentage to Increase or Improve Services

Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* 15496(a)(7).

Consistent with the requirements of 5 *CCR* 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. This description must address how the action(s)/service(s) limited for one or more unduplicated student group(s), and any schoolwide or districtwide action(s)/service(s) supported by the appropriate description, taken together, result in the required proportional increase or improvement in services for unduplicated pupils.

If the overall increased or improved services include any actions/services being funded and provided on a schoolwide or districtwide basis, identify each action/service and include the required descriptions supporting each action/service as follows.

For those services being provided on an LEA-wide basis:

- For school districts with an unduplicated pupil percentage of 55% or more, and for charter schools and county offices of education: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities.
- For school districts with an unduplicated pupil percentage of less than 55%: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the services are **the most effective use of the funds to** meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience of Geducos at the cory.

For school districts only, identify in the description those services being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis:

- For schools with 40% or more enrollment of unduplicated pupils: Describe how these services are **principally directed to** and **effective in** meeting its goals for its unduplicated pupils in the state and any local priorities.
- For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of
 unduplicated pupils: Describe how these services are principally directed to and how the services are
 the most effective use of the funds to meet its goals for English learners, low income students and
 foster youth, in the state and any local priorities.

State Priorities

Priority 1: Basic Services addresses the degree to which:

- A. Teachers in the LEA are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- B. Pupils in the school district have sufficient access to the standards-aligned instructional materials; and
- C. School facilities are maintained in good repair.

Priority 2: Implementation of State Standards addresses:

- A. The implementation of state board adopted academic content and performance standards for all students, which are:
 - a. English Language Arts Common Core State Standards for English Language Arts
 - b. Mathematics Common Core State Standards for Mathematics
 - c. English Language Development
 - d. Career Technical Education
 - e. Health Education Content Standards
 - f. History-Social Science
 - g. Model School Library Standards
 - h. Physical Education Model Content Standards
 - i. Next Generation Science Standards
 - j. Visual and Performing Arts
 - k. World Language; and
- B. How the programs and services will enable English learners to access the CCSS and the ELD standards for purposes of gaining academic content knowledge and English language proficiency.

Priority 3: Parental Involvement addresses:

- A. The efforts the school district makes to seek parent input in making decisions for the school district and each individual school site:
- B. How the school district will promote parental participation in programs for unduplicated pupils; and
- C. How the school district will promote parental participation in programs for individuals with exceptional needs

Priority 4: Pupil Achievement as measured by all of the following, as applicable:

- A. Statewide assessments;
- B. The Academic Performance Index;
- C. The percentage of pupils who have successfully completed courses that satisfy UC or CSU entrance requirements, or programs of study that align with state board approved career technical educational standards and framework;
- D. The percentage of English learner pupils who make progress toward English proficiency as measured by the CELDT;
- E. The English learner reclassification rate;
- F. The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher; and
- G. The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, or any subsequent assessment of college preparedness.

Priority 5: Pupil Engagement as measured by all of the following, as applicable:

A. School attendance rates;

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B. Chronic absenteeism rates;

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- C. Middle school dropout rates;
- D. High school dropout rates; and
- E. High school graduation rates;

Priority 6: School Climate as measured by all of the following, as applicable:

- A. Pupil suspension rates;
- B. Pupil expulsion rates; and
- C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness.

Priority 7: Course Access addresses the extent to which pupils have access to and are enrolled in:

- A. S broad course of study including courses described under Sections 51210 and 51220(a)-(i), as applicable;
- B. Programs and services developed and provided to unduplicated pupils; and
- C. Programs and services developed and provided to individuals with exceptional needs.

Priority 8: Pupil Outcomes addresses pupil outcomes, if available, for courses described under Sections 51210 and 51220(a)-(i), as applicable.

Priority 9: Coordination of Instruction of Expelled Pupils (COE Only) addresses how the county superintendent of schools will coordinate instruction of expelled pupils

Priority 10. Coordination of Services for Foster Youth (COE Only) addresses how the county superintendent of schools will coordinate services for foster children, including:

- A. Working with the county child welfare agency to minimize changes in school placement
- B. Providing education-related information to the county child welfare agency to assist in the delivery of services to foster children, including educational status and progress information that is required to be included in court reports;
- C. Responding to requests from the juvenile court for information and working with the juvenile court to ensure the delivery and coordination of necessary educational services; and
- D. Establishing a mechanism for the efficient expeditious transfer of health and education records and the health and education passport.

Local Priorities address:

- A. Local priority goals; and
- B. Methods for measuring progress toward local goals.

APPENDIX A: PRIORITIES 5 AND 6 RATE CALCULATION INSTRUCTIONS

For the purposes of completing the LCAP in reference to the state priorities under *Education Code* sections 52060 and 52066, as applicable to type of LEA, the following shall apply:

- (a) "Chronic absenteeism rate" shall be calculated as follows:
 - (1) The number of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 June 30) who are chronically absent where "chronic absentee" means a pupil who is absent 10 percent or more of the schooldays in the school year when the total number of days a pupil is absent is divided by the total number of days the pupil is enrolled and school was actually taught in the total number of days the pupil is enrolled and school was actually taught in the regular day schools of the district, exclusive of Saturdays and Sundays.
 - (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 June 30).
 - (3) Divide (1) by (2).
- (b) "Middle School dropout rate" shall be calculated as set forth in *California Code of Regulations*, title 5, Section 1039.1.
 - (c) "High school dropout rate" shall be calculated as follows:
 - (1) The number of cohort members who dropout by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
 - (2) The total number of cohort members.
 - (3) Divide (1) by (2).
 - (d) "High school graduation rate" shall be calculated as follows:
 - (1) The number of cohort members who earned a regular high school diploma [or earned an adult education high school diploma or passed the California High School Proficiency Exam] by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
 - (2) The total number of cohort members.
 - (3) Divide (1) by (2).
 - (e) "Suspension rate" shall be calculated as follows:
 - (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 June 30).
 - (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 June 30).
 - (3) Divide (1) by (2).

- (f) "Expulsion rate" shall be calculated as follows:
 - (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 June 30).
 - (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 June 30).
 - (3) Divide (1) by (2).

NOTE: Authority cited: Sections 42238.07 and 52064, *Education Code*. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.6, 47606.5, 48926, 52052, 52060, 52061, 52062, 52063, 52064, 52066, 52067, 52068, 52069, 52070, 52070.5, and 64001,; 20 U.S.C. Sections 6312 and 6314.

APPENDIX B: GUIDING QUESTIONS

Guiding Questions: Annual Review and Analysis

- 1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to *Education Code* Section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 3) How have the actions/services addressed the identified needs and goals of specific school sites and were these actions/services effective in achieving the desired outcomes?
- 4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
- 5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
- 6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

Guiding Questions: Stakeholder Engagement

- 1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in *Education Code* Section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to *Education Code* sections 52062, 52068, or 47606.5, as applicable, including engagement with representatives of parents and guardians of pupils identified in *Education Code* Section 42238.01?
- 6) What specific actions were taken to consult with pupils to meet the requirements 5 CCR 15495(a)?
- 7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Guiding Questions: Goals, Actions, and Services

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning": Basic Services (Priority 1), the Implementation of State Standards (Priority 2), and Course Access (Priority 7)?
- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes": Pupil Achievement (Priority 4), Pupil Outcomes (Priority 8), Coordination of Instruction of Expelled Pupils (Priority 9 COE Only), and Coordination of Services for Foster Youth (Priority 10 COE Only)?
- 3) What are the LEA's goal(s) to address state priorities related to parent and pupil "Engagement": Parental Involvement (Priority 3), Pupil Engagement (Priority 5), and School Climate (Priority 6)?
- 4) What are the LEA's goal(s) to address any locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for unduplicated pupils as defined in *Education Code* sections 42238.01 and bgroups as defined in section 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in *Education Code* Section 52052?
- 11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to *Education Code* Section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 12) How do these actions/services link to identified goals and expected measurable outcomes?
- 13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?

Prepared by the California Department of Education, October 2016

LCAP Expenditure Summary

	Total Expenditures by Funding Source										
Funding Source	2016-17 Annual Update Budgeted	2016-17 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total					
All Funding Sources	38,635,589.00	39,499,404.00	231,629,604.00	230,084,404.00	228,587,604.00	690,301,612.00					
	0.00	0.00	0.00	0.00	0.00	0.00					
Base	19,002,091.00	19,161,687.00	152,639,886.00	152,639,886.00	152,639,886.00	457,919,658.00					
CTE Incentive Grant	2,373,545.00	2,500,000.00	2,805,000.00	1,600,000.00	0.00	4,405,000.00					
Educator Effectiveness	315,000.00	319,905.00	400,000.00	0.00	0.00	400,000.00					
Locally Defined (Bond Funds, Foundation Funds, etc)	0.00	0.00	120,000.00	240,000.00	240,000.00	600,000.00					
Lottery	0.00	0.00	135,000.00	135,000.00	135,000.00	405,000.00					
Medi-Cal	30,040.00	13,806.00	29,200.00	29,200.00	29,200.00	87,600.00					
Special Education	408,000.00	500,411.00	58,913,000.00	58,913,000.00	58,913,000.00	176,739,000.00					
State Defined	6,000,000.00	6,000,000.00	5,700,000.00	5,700,000.00	5,700,000.00	17,100,000.00					
Supplemental	10,413,463.00	10,748,004.00	10,632,420.00	10,572,220.00	10,675,420.00	31,880,060.00					
Title I	6,950.00	6,950.00	5,598.00	5,598.00	5,598.00	16,794.00					
Title II	86,500.00	86,500.00	86,500.00	86,500.00	86,500.00	259,500.00					
Title III	0.00	162,141.00	163,000.00	163,000.00	163,000.00	489,000.00					
		162,141.00				489,000.00					
		162,141.00				489,000.00					

^{*} Totals based on expenditure amounts in goal and annual update sections.

	Total Expenditures by Object Type										
Object Type	2016-17 Annual Update Budgeted	2016-17 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total					
All Expenditure Types	38,635,589.00	39,499,404.00	231,629,604.00	230,084,404.00	228,587,604.00	690,301,612.00					
	0.00	0.00	100,827,217.00	100,827,217.00	100,827,217.00	302,481,651.00					
1000-1999: Certificated Personnel Salaries	10,615,857.00	11,299,425.00	52,049,838.00	51,829,838.00	51,929,838.00	155,809,514.00					
2000-2999: Classified Personnel Salaries	10,430,288.00	10,416,580.00	45,499,347.00	45,474,347.00	45,474,347.00	136,448,041.00					
4000-4999: Books And Supplies	2,453,545.00	2,662,865.00	23,233,500.00	22,028,500.00	20,428,500.00	65,690,500.00					
5000-5999: Services And Other Operating Expenditures	8,435,335.00	8,395,479.00	3,648,100.00	3,613,100.00	3,613,100.00	10,874,300.00					
5700-5799: Transfers Of Direct Costs	0.00	0.00	0.00	0.00	3,200.00	3,200.00					
5800: Professional/Consulting Services And Operating Expenditures	700,564.00	725,055.00	671,602.00	611,402.00	611,402.00	1,894,406.00					
6000-6999: Capital Outlay	6,000,000.00	6,000,000.00	5,700,000.00	5,700,000.00	5,700,000.00	17,100,000.00					

^{*} Totals based on expenditure amounts in goal and annual update sections.

	Total Expe	enditures by Obj	ect Type and Fu	ınding Source			
Object Type	Funding Source	2016-17 Annual Update Budgeted	2016-17 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
All Expenditure Types	All Funding Sources	38,635,589.00	39,499,404.00	231,629,604.0	230,084,404.0	228,587,604.0 0	690,301,612.0 0
		0.00	0.00	0.00	0.00	0.00	0.00
	Base	0.00	0.00	41,927,217.00	41,927,217.00	41,927,217.00	125,781,651.0 0
	Special Education	0.00	0.00	58,900,000.00	58,900,000.00	58,900,000.00	176,700,000.0
1000-1999: Certificated Personnel Salaries	Base	1,636,390.00	1,732,984.00	42,820,428.00	42,820,428.00	42,820,428.00	128,461,284.0 0
1000-1999: Certificated Personnel Salaries	Educator Effectiveness	315,000.00	319,905.00	340,000.00	0.00	0.00	340,000.00
1000-1999: Certificated Personnel Salaries	Locally Defined (Bond Funds, Foundation Funds, etc)	0.00	0.00	120,000.00	240,000.00	240,000.00	600,000.00
1000-1999: Certificated Personnel Salaries	Medi-Cal	30,040.00	13,806.00	29,200.00	29,200.00	29,200.00	87,600.00
1000-1999: Certificated Personnel Salaries	Special Education	408,000.00	500,411.00	8,000.00	8,000.00	8,000.00	24,000.00
1000-1999: Certificated Personnel Salaries	Supplemental	8,226,427.00	8,625,178.00	8,629,210.00	8,629,210.00	8,729,210.00	25,987,630.00
1000-1999: Certificated Personnel Salaries	Title III	0.00	107,141.00	103,000.00	103,000.00	103,000.00	309,000.00
2000-2999: Classified Personnel Salaries		0.00	0.00	0.00	0.00	0.00	0.00
2000-2999: Classified Personnel Salaries	Base	8,688,232.00	8,730,299.00	43,851,682.00	43,851,682.00	43,851,682.00	131,555,046.0 0
2000-2999: Classified Personnel Salaries	Special Education	0.00	0.00	5,000.00	5,000.00	5,000.00	15,000.00
2000-2999: Classified Personnel Salaries	Supplemental	1,655,556.00	1,599,781.00	1,556,165.00	1,531,165.00	1,531,165.00	4,618,495.00
2000-2999: Classified Personnel Salaries	Title II	86,500.00	86,500.00	86,500.00	86,500.00	86,500.00	259,500.00
4000-4999: Books And Supplies	Base	30,000.00	109,562.00	20,238,500.00	20,238,500.00	20,238,500.00	60,715,500.00
4000-4999: Books And Supplies	CTE Incentive Grant	2,373,545.00	2,500,000.00 of 88	2,805,000.00	1,600,000.00	0.00	4,405,000.00

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	Total Ex	penditures by Obj	ect Type and Fu	unding Source			
Object Type	Funding Source	2016-17 Annual Update Budgeted	2016-17 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
4000-4999: Books And Supplies	Lottery	0.00	0.00	50,000.00	50,000.00	50,000.00	150,000.00
4000-4999: Books And Supplies	Supplemental	50,000.00	53,303.00	140,000.00	140,000.00	140,000.00	420,000.00
5000-5999: Services And Other Operating Expenditures	Base	8,381,735.00	8,309,579.00	3,501,800.00	3,501,800.00	3,501,800.00	10,505,400.00
5000-5999: Services And Other Operating Expenditures	Educator Effectiveness	0.00	0.00	60,000.00	0.00	0.00	60,000.00
5000-5999: Services And Other Operating Expenditures	Lottery	0.00	0.00	85,000.00	85,000.00	85,000.00	255,000.00
5000-5999: Services And Other Operating Expenditures	Supplemental	53,600.00	85,900.00	1,300.00	26,300.00	26,300.00	53,900.00
5700-5799: Transfers Of Direct Costs	Supplemental	0.00	0.00	0.00	0.00	3,200.00	3,200.00
5800: Professional/Consulting Services And Operating Expenditures	Base	265,734.00	279,263.00	300,259.00	300,259.00	300,259.00	900,777.00
5800: Professional/Consulting Services And Operating Expenditures	Supplemental	427,880.00	383,842.00	305,745.00	245,545.00	245,545.00	796,835.00
5800: Professional/Consulting Services And Operating Expenditures	Title I	6,950.00	6,950.00	5,598.00	5,598.00	5,598.00	16,794.00
5800: Professional/Consulting Services And Operating Expenditures	Title III	0.00	55,000.00	60,000.00	60,000.00	60,000.00	180,000.00
6000-6999: Capital Outlay	State Defined	6,000,000.00	6,000,000.00	5,700,000.00	5,700,000.00	5,700,000.00	17,100,000.00
			6,000,000.00				
			6,000,000.00				
			279,263.00				
			383,842.00				
			6,950.00				
			55,000.00				
		86	of \$90,000.00				
		EXI	ПВ;Ю ОФ,000.00				6 of 367

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* Totals based on expenditure amounts in goal and annual update sections.

	Total Expenditures by Goal										
Goal	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total							
Goal 1	159,399,323.00	157,857,323.00	156,357,323.00	473,613,969.00							
Goal 2	22,330,281.00	22,327,081.00	22,330,281.00	66,987,643.00							
Goal 3	49,900,000.00	49,900,000.00	49,900,000.00	149,700,000.00							
Goal 4	0.00	0.00	0.00	0.00							
Goal 5	0.00	0.00	0.00	0.00							

^{*} Totals based on expenditure amounts in goal and annual update sections.

2. PUBLIC HEARING: 2017-2018 PROPOSED BUDGET ADOPTION:

The Board will conduct a public hearing on the 2017-2018 Budget Adoption. Supporting documentation is located in Exhibit 24.

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

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.

CAPISTRANO UNIFIED SCHOOL DISTRICT

NOTICE OF PUBLIC HEARING

During the June 7, 2017 Board meeting, the Capistrano Unified School District Board of Trustees will hold a Public Hearing to accept comments from members of the public.

TOPIC OF HEARING:

The Capistrano Unified School District's 2017-2018 Proposed Budget.

A copy of the 2017-2018 Proposed Budget may be inspected at:

33122 Valle Rd, San Juan Capistrano, CA from June 1, 2017 to June 28, 2017, between the hours of 8:00 a.m. and 5:00 p.m.

After the Public Hearing, the Capistrano Unified School District Board of Trustees will consider adoption of the 2017-2018 Proposed Budget.

HEARING DATE: June 7, 2017

TIME: 7:00 p.m.

LOCATION: CUSD Education Center, 33122 Valle Road, San Juan

Capistrano, CA, 949-234-9200.

3. PUBLIC HEARING: 2017-2018 SPECIAL EDUCATION LOCAL PLAN AREA ANNUAL SERVICE PLAN AND ANNUAL BUDGET PLAN:

The Board will conduct a public hearing on the 2017-2018 Special Education Local Plan Area Annual Service Plan and Annual Budget Plan. The Annual Service Plan and Annual Budget Plan will be brought to the Board for approval at the June 28, 2017 Board Meeting.

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.

CAPISTRANO UNIFIED SCHOOL DISTRICT

NOTICE OF PUBLIC HEARING

During the meeting on June 7, 2017, the Capistrano Unified School District Board of Trustees will hold a hearing to accept comments from members of the public.

TOPIC OF HEARING

Adoption of Special Education Local Plan Area (SELPA) 2017-2018 Annual Service Plan and Annual Budget Plan.

A copy of the plan may be inspected at:

Special Education Services 33122 Valle Road, San Juan Capistrano, CA 92675 until June 7, 2017, between the hours of 8:30 a.m. and 3:30 p.m.

After the Public Hearing, the Capistrano Unified School District Board of Trustees will consider adoption of the Special Education Local Plan Area (SELPA) 2017-2018 Annual Service Plan and Annual Budget Plan.

DATE: June 7, 2017

TIME: 7:00 p.m.

LOCATION: CUSD Education Center

33122 Valle Road

San Juan Capistrano, CA

949-234-9200

EXHIBIT 3

Certification of Annual Budget Plan Fiscal Year 2017–18

[X] Single Distric	에서 사고 사용하는 가는 종급 등에 된 사용 사고 있는 것 같아 보니 않는데	
Special Education Local Plan Area	SELPA Name	Application Date
(SELPA) Code		
3021	Capistrano Unified School District	
SELPA Address	SELPA City	SELPA Zip code
33122 Valle Road	San Juan Capistrano	92675
Name SELPA Director (Print)		SELPA Director's Telephone
		Number
		Number
Sharla Pitzen		Number (949) 234-9290
	I Administrative And Fiscal Agency f	(949) 234-9290
2. Certification by Designated	그리고 보면 있다. 현대 아이들에서 보고 있다. 내용하는데 아이들은 아이들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람	(949) 234-9290
(Responsible Local Agenc	y/Administrative Unit [RLA/AU])	(949) 234-9290 for This Program
2. Certification by Designated (Responsible Local Agencial RLA/AU Name	그리고 보면 있다. 현대 아이들에서 보고 있다. 내용하는데 아이들은 아이들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람	(949) 234-9290
2. Certification by Designated (Responsible Local Agence RLA/AU Name Capistrano Unified School District	y/Administrative Unit [RLA/AU]) Name/Title of RLA/AU Superintendent Kirsten Vital, Superintendent	(949) 234-9290 for This Program RLA/AU Telephone Number (949) 234-9203
2. Certification by Designated (Responsible Local Agence RLA/AU Name Capistrano Unified School District RLA/AU Street Address	y/Administrative Unit [RLA/AU]) Name/Title of RLA/AU Superintendent	(949) 234-9290 For This Program RLA/AU Telephone Number
2. Certification by Designated	y/Administrative Unit [RLA/AU]) Name/Title of RLA/AU Superintendent Kirsten Vital, Superintendent RLA/AU City	(949) 234-9290 or This Program RLA/AU Telephone Number (949) 234-9203 RLA/AU Zip code

Certification of Approval of Annual Budget Plan Pursuant to California *Education Code*Section 56205(b)

I certify that the Annual Budget Plan was developed according to the SELPA's local plan governance and policy making process. Notice of this public hearing was posted in each school within the SELPA at least 15 days prior to the hearing.

The **Annual Budget Plan** was presented for public hearing on <u>June 7, 2017</u>.

Adopted th	is 28 th day of June, 2017.		
Signed:	us	· · · · · · · · · · · · · · · · · · ·	
	RLA/AU Superintendent		

Annual Budget Plan Fiscal Year 2017–18

The Annual Budget Plan shall identify expected expenditures for all items required by this part as listed below. The Standardized Account Code Structure (SACS) codes provide source information from the local educational agency (LEA) reporting.

l ll ^l	Reference/Label	Instructions	Estimated Totals
A	Funds received in accordance with Chapter 7.2 (commencing with California Education Code [EC] Section 56836) (Special Education Program Funding)	SACS Resource Code 6500 (State), 3300–3499 (Federal) 6512–6535 (General Fund)	\$37,758,105
В	Administrative costs of the plan	SACS Goal Code 5001 Function 2100	\$ 3,711,005
С	Special Education services to pupils with: (1) severe disabilities, and (2) low-	SACS Goal Code 5710	\$ 757,212
	incidence disabilities	SACS Goal Code 5730	\$ 7,192,069
		SACS Goal Code 5750	\$40,151,671
D	Special education services to pupils with non-severe disabilities	SACS Goal Code 5770	\$27,870,626
E	Supplemental aids and services to meet the individual needs of pupils placed in regular education classrooms and environments	Any SACS Goal Code with SACS Function Code 1130 ¹	\$ 5,808,139
F	Regionalized operations and services, and direct instructional support by program specialists in accordance with Article 6	SACS Goal Code 5050	
	(commencing with Section 56836.23) of Chapter 7.2 (SELPA Program Specialists Funding)	SACS Goal Code 5060	v 1/-
G	The use of property taxes allocated to the special education local plan area pursuant to <i>EC</i> Section 2572	Statement is included	in Local Plan

1. Check one, as applicable:

Certification of Annual Service Plan Fiscal Year 2017–18

Special Education Local Plan Area (SELPA)	SELPA Name	Application Date
Code		
3021	Capistrano Unified School District	
SELPA Address	SELPA City	SELPA Zip code
33122 Valle Road	San Juan Capistrano	92675
Name SELPA Director (Print)		SELPA Director's Telephone Number
Sharla Pitzen		(949) 234-9290
Certification by Designated Adn (Responsible Local Agency [RL		
RLA/AU Name Capistrano Unified School District	Name/Title of RLA/AU Superintendent (Type) Kirsten Vital, Superintendent	RLA/AU Telephone Number (949) 234-9203
RLA/AU Street Address 33122 Valle Road	RLA/AU City San Juan Capistrano	RLA/AU Zip code 92675
Date of Governing Board Approval		1 0
June 28, 2017		
Certification of Approval of A	Annual Service Plan Pursuant to Ca	lifornia <i>Education</i> Code
I certify that the Annual Service Pla	Section 56205(b) In was developed according to the SE of this public hearing was posted in e	ELPA's local plan governance
I certify that the Annual Service Pla and policy making process. Notice at least 15 days prior to the hearing	Section 56205(b) In was developed according to the SE of this public hearing was posted in e	ELPA's local plan governance ach district within the SELPA
I certify that the Annual Service Pla and policy making process. Notice at least 15 days prior to the hearing	Section 56205(b) In was developed according to the SE of this public hearing was posted in e.g. sented for public hearing on June 7, 2	ELPA's local plan governance ach district within the SELPA
I certify that the Annual Service Pla and policy making process. Notice at least 15 days prior to the hearing The Annual Service Plan was pre Adopted this 28 th day of June, 2017 Signed:	Section 56205(b) In was developed according to the SE of this public hearing was posted in e.g. sented for public hearing on June 7, 2	ELPA's local plan governance ach district within the SELPA
I certify that the Annual Service Pla and policy making process. Notice at least 15 days prior to the hearing The Annual Service Plan was pre Adopted this 28 th day of June, 2017	Section 56205(b) In was developed according to the SE of this public hearing was posted in e.g. sented for public hearing on June 7, 2	ELPA's local plan governance ach district within the SELPA
I certify that the Annual Service Pla and policy making process. Notice at least 15 days prior to the hearing The Annual Service Plan was pre Adopted this 28 th day of June, 2017 Signed: RLA/AU Superintendo	Section 56205(b) In was developed according to the SE of this public hearing was posted in e.g. sented for public hearing on June 7, 2 7.	ELPA's local plan governance each district within the SELPA
I certify that the Annual Service Pla and policy making process. Notice at least 15 days prior to the hearing The Annual Service Plan was pre Adopted this 28 th day of June, 2017 Signed: RLA/AU Superintendo	Section 56205(b) In was developed according to the SE of this public hearing was posted in e.g. sented for public hearing on June 7, 2	ELPA's local plan governance each district within the SELPA

	Special Education Local Plan Area:		Jystelli		
Code	Special Education Service Category Descriptions	Adopted	Modified	Not Adopted Modified Currently Utilized	Compliance Standard (Legal Requirement*)
210	Family training, counseling, and home visits (ages 0–2 only): This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child's development. Note: Services provided by specialists (such as medical services, nursing services, occupational therapy, and physical therapy) for a specific function should be coded under the appropriate service category, even if the services were delivered in the home.	×			34 Code of Federal Regulations (CFR) sections 300.34 (c)(3), 300.226
EXHIB	Medical services (for evaluation only) (ages 0–2 only): Services provided by a licensed physician to determine a child's developmental status and need for early intervention services.	×			34 CFR sections 300.34 (c)(3), 300.226
230	Nutrition services (ages 0–2 only): These services include conducting assessments in: nutritional history and dietary intake; anthropometric, biochemical, and clinical variables; feeding skills and feeding problems; and food habits and food preferences.			×	34 CFR sections 300.34 (c)(3), 300.226
240 S	Service coordination (ages 0–2 only)	×			300.34 (c)(3), 300.226
9 4 of	Special instruction (ages 0–2 only): Special instruction includes: the design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's individualized family service plan (IFSP); providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child's development.	×			34 CFR sections 300.34 (c)(3), 300.226
S 0 092 367	Special education aide in regular development class, childcare center, or family childcare home (ages 0–2 only)			×	34 CFR sections 300.34 (c)(3), 300.226

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Adopted Modified Currently Utilized	Compliance Standard (Legal Requirement*)
270	Respite care services (ages 0–2 only): Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability. (Note: only for infants and toddlers from birth through 2, but under 3.)	×			34 CFR sections 300.34 (c)(3), 300.226
330	Specialized academic instruction: Adapting, as appropriate to the needs of the child with a disability, the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.	×	- 1 - V = , -		34 <i>CFR</i> Section 300.39(b)(3)
340	Intensive individual instruction: IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.	×	V		30 California Education Code (EC) Section 56364
SXHIBIT 3	Individual and small group instruction: Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program.	×	- <u>U</u>		5 California Code of Regulations (CCR) Section 3051; 30 EC Section 56441.2
95 of 3	Language and speech: Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, or expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic or cultural factors are not included. Services include specialized instruction and services: monitoring, reviewing, and consultation, and may be direct or indirect, including the use of a speech consultant.	×			5 CCR Section 3051.1; 30 EC Section 56363; 34 CFR sections 300.34 (c)(15), 300.8 (c)(11)
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Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Adapted physical education: Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as
indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports, and rhythms, for strength development and fitness suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully, or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program.
Health and nursing-specialized physical health care services: Specialized physical health care services means those health services prescribed by the child's licensed physician and surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (5 CCR Section 3051.12[b]). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration, and glucose testing.
Health and nursing—other services: This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician supervised or specialized health care service. IEP required health and nursing services are expected to supplement the regular health services program.

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

	Special Education Service Category Descriptions	Adopted	Modified	Adopted Modified Currently Utilized	Compliance Standard (Legal Requirement*)	
Assistive for the incompleted specialized students. Tassistive te appropriate training or family, indiverse	Assistive technology services: Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers.	×			5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR sections 300.6, 300.105	
Occupo improve abilities use of a and inte and inte educati therape environ and par occupa Certific	Occupational therapy: Occupational Therapy (OT) includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings, or the home, in groups or individually, and may include therapeutic techniques to develop abilities, adaptations to the student's environment or curriculum, and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP, by a qualified occupational therapist registered with the American Occupational Therapy Certification Board.	×			5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(6)	

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Compliance Standard (Legal Requirement*)	5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(9); California Business and Professions Code (B&PC) Chapter 5.7 sections 2600–2696; Government Code (GC) Interagency Agreement Chapter 26.5 Section 7575(a)(2)	5 CCR Section 3051.9; 34 CFR Section 300.34(c)(2)	34 CFR sections 300.24.(b)(2), 300.306; 5 CCR Section 3051.9
Adopted Modified Currently Utilized			
Modifie			
Adopted	×	×	×
Special Education Service Category Descriptions	Physical therapy: These services are provided, pursuant to an IEP, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home, and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents.	Individual counseling: One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program.	Counseling and guidance : Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. IEP required group counseling is expected to supplement the regular guidance and counseling program. Guidance services include interpersonal, intrapersonal, or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program.
Code	460	EXHIBIT 3	08 of 267

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Compliance Standard (Legal Requirement*)	5 CCR Section 3051.11; 34 CFR Section 300.34(c)(8)	5 CCR Section 3051.13; 34 CFR Section 300.34(c)(14)	5 CCR Section 3051.10; 34 CFR Section 300.34 (c)(10)	5 CCR Section 3001(d); 34 CFR Section 300.34 (c)(10)
Adopted Modified Currently Utilized				n ""
Modified				
Adopted	×	×	×	×
Special Education Service Category Descriptions	Parent counseling: Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs and may include parenting skills or other pertinent issues. IEP required parent counseling is expected to supplement the regular guidance and counseling program.	Social work services: Social work services, provided by a qualified individual pursuant to an IEP, include, but are not limited to, preparing a social or developmental history of a child with a disability, group and individual counseling with the child and family, working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school, and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program.	Psychological services: These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results for parents and staff in implementing the IEP, obtaining and interpreting information about child behavior and conditions related to learning, and planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP required psychological services are expected to supplement the regular guidance and counseling program.	Behavior intervention services: A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment.
Code	520	525	530	535

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Adopted Modified Currently		Div.2, Chap.3, Article 1, Section 1502(a)	Welfare and Institutions	Code, Part 2, Chapter 2.5,	Art. 1, Section 5671		A COR sections	3051.16, 3051.18;	34 CFR Section 300.34				5 CCR sections	3051.16, 3051.18;	34 OTK Section 300.34		5 CCR Section 3051.16;	34 CFR Section	300.34 (c)(4)			5 CCR Section 3051.2;	34 CFR Section	
Adopte		×		×				×					;	×				×					×	
Special Education Service Category Descriptions	Day treatment services: Structured education, training, and support	services to address the student's mental health needs.	Residential treatment services: A 24-hour, out-of-home placement that	provides intensive therapeutic services to support the educational program.		Specialized services for low incidence disabilities: Low incidence services are defined as those provided to the student population who have	orthopedic impairment (OI), visual impairment (VI), who are deaf, hard of	hearing (HH), or deaf-blind (DB). Typically, services are provided in	Consultation is provided to the teacher, staff, and parents as needed. These	studen	duration of the services to the student.	Specialized deaf and hard of hearing services: These services include	speech therapy, speech reading, auditory training, and/or instruction in the	student's mode of communication. Renabilitative and educational services;	adapting curricula, metricus, and the learning environment, and special consultation to students, parents, teachers, and other school personnel.	Interpreter services: Sign language interpretation of spoken language to	individuals, whose communication is normally sign language, by a qualified	sign language interpreter. This includes conveying information through the	sign system of the student or consumer and tutoring students regarding class	content through the sign system of the student.	Audiological services: These services include measurements of acuity,	monitoring amplification, and frequency modulation system use. Consultation	services with teachers, parents, or speech pathologists must be identified in	
Code	540		545			610					BIT	2 710				715					720			

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted Modified Currently Utilized	diffed Cu	Not Surrently Utilized	Compliance Standard (Legal Requirement*)
725	Specialized vision services: This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs including Braille, large type, and aural media; instruction in areas of need; concept development and academic skills; communication skills including alternative modes of reading and writing; and social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students such as transcribers, readers, counselors, orientation and mobility specialists, career/vocational staff, and others, and collaboration with the student's classroom teacher.	×			5 CCR Section 3030(d); 30 EC Section 56364.1
EXHIBIT 3	Orientation and mobility: Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP.	×	11.11		5 CCR Section 3051.3; 30 EC Section 56363; 34 CFR Section 300.34 (c)(7)
735	Braille transcription: Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.	×			5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(13)
740	Specialized orthopedic services: Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.	×			5 CCR sections 3030(e), 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(8)
745	Reading services	×			5 CCR Section 3051.16

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Adopted Modified Currently Utilized	Compliance Standard (Legal Requirement*)
750	Note taking services: Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student or transcription of tape-recorded information from a class or aide designated to take notes. This does not include instruction in the process of learning how to take notes.	×			5 CCR Section 3051.16
755	Transcription services : Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.	×			5 CCR Section 3051.16
09 EXHIBIT	Recreation services, includes therapeutic recreation: Therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs.	×			5 CCR Section 3051.15; 34 CFR Section 300.34 (c)(11)
850	College awareness: College awareness is the result of acts that promote and increase student learning about higher education opportunities, information, and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility, and financial aid.	×			34 <i>CFR</i> sections 300.39 (b)(5), 300.43
830	Vocational assessment, counseling, guidance, and career assessment: Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist a student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.	×			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
05 102 of 367	Career awareness: Transition services include a provision for self-advocacy, career planning, and career guidance. This also emphasizes the need for coordination between these provisions and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.	×			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted Modii	Adopted Modified Currently Utilized	Compliance Standard (Legal Requirement*)
850	Work experience education: Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.	×		5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
855	Job Coaching: Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.	×		5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
EXHIBIT 3	Mentoring: Mentoring is a sustained coaching relationship between a student and teacher through ongoing involvement. The mentor offers support, guidance, encouragement and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal, as in planned, structured instruction, or informal that occurs naturally through friendship, counseling, and collegiality in a casual, unplanned way.	×		5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
865	Agency linkages (referral and placement): Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as title I of the Rehabilitation Act of 1973 (vocational rehabilitation), title XIX of the Social Security Act (Medicaid), and title XVI of the Social Security Act (supplemental security income).	×		30 EC Section 56341.5 (f); 34 CFR Section 300.344 (3)(b)
870	Travel training (includes mobility training)	×		5 CCR Section 3051.3; 34 CFR sections 300.39 (c)(7)
068 103 of 367	Other transition services: These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and botween schools and botween schools and postsecondary agencies.	×		

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

			Not		
Code	Special Education Service Category Descriptions	Adopted Modified Currently Utilized	ified Curre	Surrently	Compliance Standard (Legal Requirement*)
**006	Other special education/related services: Any other specialized service required for a student with a disability to receive educational benefit	×			
* B&PC-	B&PC-Business and Proessional Codes				
CCR-C	CCR-California Code of Regulations				
CFR-C	CFR-Code of Federal Regulations				
EC-Edu	EC-Education Code				
GC-601	GC-Government Code				
** Use of C	** Use of CASEMIS Code 900 necessitates further explanation. Please list the				
other sp	other special education/related services to be provided as Code 900 on the				
form AS	form ASP-01b: Customized Service Descriptions.				

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

	Annual	Service Report (001)
Site name and type of facility providing service students enrolled in the L		Services Provided at this Location
Site Name	Type of Facilit	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
0100735 Canyon Vista Elementary	10	330 340 415 425 450 520 530 535 610 710 720 730
0100883 Vista del Mar Elementary	10	330 340 415 450 535
0100891 Vista del Mar Middle	10	330 340 415 425 450 460 510 535
0100909 Ladera Ranch Elementary	10	330 340 415 425 450 460 510 520 610 730
0100917 Ladera Ranch Middle	10	330 340 415 425 450 510 515 520 525 535 610 730
0108704 Oso Grande Elementary	10	330 340 415 425 450 530 535 610 720
0113381 San Juan Hills High	10	330 340 415 425 510 520 525 530 535 610
0115501 Carl Hankey Middle	10	330 340 415 510 535
3030210 Capistrano Valley High	10	330 340 415 425 450 510 520 525 530 535 610 720
3030574 Aliso Niguel High	10	330 340 415 445 450 510 520 525 530 610 715 720
3030756 Tesoro High	10	330 340 415 425 436 445 450 460 510 525 535 610 715 720 730
3035987 Junipero Serra High	10	330 510
3036001 San Clemente High	10	330 340 415 425 436 450 460 510 520 525 530 535 610 710 720 730
3038569 Dana Hills High	10	330 340 415 425 436 450 460 510 520 530 535 610 715 720 730
6027585 Concordia Elementary	10	330 340 415 450 535 610
6027601 Las Palmas Elementary	10	330 340 415 450 510 520 530 610 720
6027627 Palisades Elementary	10	330 340 415 425 450 535 610 720

Please ensure that the following are inc	luded on this form: (Ages 6-22)
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School(operated AS an LEA	55- Charter School(operated as by an LEA
	EXHIBIT 3

А	nnual	Service Report (001)
Site name and type of facility providing services students enrolled in the LE		Services Provided at this Location
Site Name	Type of Facilit	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
6027635 Dana (Richard Henry) Elementar	10	330 415 450 510 520 530 535
6027643 San Juan Elementary	10	330 415 450 535 610 720
6058929 Forster (Marco F.) Middle	10	330 340 415 425 436 450 510 530 535 610 720
6068589 Viejo Elementary	10	330 340 415 450 460 535
6089452 Castille Elementary	10	330 340 415 425 450 535
6094619 Del Obispo Elementary	10	330 340 415 425 450 460 510 530 610 730
6095087 Moulton Elementary	10	330 340 415 450 460 535 610 720
6095095 Niguel Hills Middle	10	330 340 415 425 435 436 450 460 510 520 525 530 535 610 720
6097398 Ambuehl (Harold) Elementary	10	330 340 415 425 450 460 610 710 720
6097406 Shorecliffs Middle	10	330 340 415 425 450 510 535 610 720 730
6098495 Hankey (Carl H.) Elementary	10	330 340 415 450 535
6101125 Newhart Middle	10	330 340 415 425 445 450 460 510 535 610 720
6106801 Bergeson (Marian) Elementary	10	330 340 415 425 450 510 520 530 535 610
6106819 Benedict (Truman) Elementary	10	330 340 415 425 450 525 535
6108740 White (George) Elementary	10	330 340 415 425 450 460 535 610
6109474 Reilly (Philip J.) Elem./Spec.Ed.	10	330 340 415 425 450 535
6110852 Arroyo Vista Elementary	10	330 340 415 425 450 510 515 520 530 535 610 730

Please ensure that the following are inc	luded on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School	
19-Other Public School/Facility	31- Community School	
24-Independent Study	15-Special Education Center/Facility	
11-Public Residential School	22- Alternative Work Education	
56- Charter School (operated AS an LEA	55- Charter School (operated as by an LEA	
	EXHIBIT 3	

Annual Service Report (001)			
Site name and type of facility providing services students enrolled in the LE		Services Provided at this Location	
Site Name	Type of Facilit	CASEMIS code associated with each service that is provided at the location listed in the left hand column.	
6111397 Aliso Viejo Middle	10	330 340 415 450 510 535 610 720 730	
6111793 Bathgate Elementary	10	330 415 425 450 535 610 720	
6111801 Hidden Hills Elementary	10	330 340 415 425 450 460 535 610	
6111819 Lobo (Clarence) Elementary	10	330 340 415 425 436 450 460 535 610 720 730	
6111827 Malcom (John) Elementary	10	330 340 415 425 450 610	
6111835 Wood Canyon Elementary	10	330 340 415 425 450 460	
6113344 Oak Grove Elementary	10	330 340 415 425 450 530 535 610	
6114516 Las Flores Elementary	10	330 340 415 425 450 460 535 610	
6114524 Wagon Wheel Elementary	10	330 340 415 425 445 450	
6115406 Ayer (Bernice) Middle	10	330 340 415 450 460 510 515 520 525 530 535 610 720	
6117634 Avila (Don Juan) Elementary	10	330 340 415 425 450 460 535	
6117642 Avila (Don Juan) Middle	10	330 340 415 425 436 450 510 535 710 720	
6117725 Las Flores Middle	10	330 340 415 425 435 450 510 520 535 610 720 730	
6117733 Kinoshita Elementary	10	330 415 450 535	
6117741 Tijeras Creek Elementary	10	330 340 415 425 450 610	
6117881 Dana (Richard Henry) Exceptional Needs	10	330 340 415 425 435 436 450 460 610 720 730	
6118947 Chaparral Elementary	10	330 340 415 425 450 460 535 610 730	

Please ensure that the following are inc	luded on this form: (Ages 6-22)	
10-Public Day School School	20-Continuation School	
19-Other Public School/Facility	31- Community School	
24-Independent Study	15-Special Education Center/Facility	
11-Public Residential School	22- Alternative Work Education	
56- Charter School (operated AS an LEA	55- Charter School(operated as by an LEA	
	EXHIBIT 3	

Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location	
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.	
6118954 Marblehead Elementary	10	330 340 415 450 535 610 710 720	
6120281 Laguna Niguel Elementary	10	330 415 425 450 535	
3035979 Capistrano Unified Adult	15	330 510 520 610 720 840	
ADULTTR *** Sch Code Not Found *** Adult Transition	15	330 340 415 425 435 450 460 510 610 720 730	
3030798 Bridges Community Day	31	330 415 510 520	
123729 Community Roots Academy	55	330 340 415 450 520 535	
117758 Journey	55	330 415 450 535	

Please ensure that the following are inc	luded on this form: (Ages 6-22)
10-Public Day School School	20-Continuation School
19-Other Public School/Facility	31- Community School
24-Independent Study	15-Special Education Center/Facility
11-Public Residential School	22- Alternative Work Education
56- Charter School (operated AS an LEA	55- Charter School (operated as by an LEA
	EXHIBIT 3

Other Facility (002)			
Site name and type of facility providing services students enrolled in the LE		Services Provided at this Location	
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.	
0129429 *** Sch Code Not Found *** Portview	70	330 340 415 425 450 460	
6130520 Beacon Day School	70	330 340 415 450	
6130553 Rossier Park Elementary School	70	330 340 415 450 510 515 520 535	
6130561 Blind Children's Learning Center	70	330 340 415 450 460 730	
6937278 Mardan School	70	330 340 415 450 520	
6937437 Speech and Language Development Center	70	330 340 415 425 450 510 515 535 720	
7072713 New Haven School - Vista	70	330 510 515 520	
7098866 Ocean View School	70	330 340 415 510 515 520 525 530	
7102924 Canal Street Elementary School	70	330 340 415 425 450 510 515	
7071533 Oak Grove Institute/Jack Weaver School	71	330 510 515 520 530	
0128181 *** Sch Code Not Found *** Monarch Center for Autism	72	330 415 450 510 515 520 530	
0132696 *** Sch Code Not Found *** Discovery Ranch for Girls	72	330 510 515 520 530	
1095 *** Sch Code Not Found *** Diamond Ranch Academy	72	330 510 515 520 530	
6130900 Alpine Academy	72	330	
6131031 Devereux - Victoria	72	330 510 515 520 530 850	
6131056 Devereux Texas - League City	72	330 510 515 520 530	
6131114 Heritage Schools, Inc.	72	330 510 515 520 530	

30-Juvenile Court	40-Home Instruction		
45-Hospital Facility	50-Community College		
51-Adult Education Program	70 -Nonpublic Day School		
71/72- Nonpublic Residential	79- Nonpublic Agency		

LEA:3066464 CAPISTRANO UNIFIED

Other Facility (002)			
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location	
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.	
6131122 Intermountain Children's Home & Services	72	330 415 510 515 520 530	
5131189 Provo Canyon School	72	330 510 515 520 530	
5131254 Yellowstone Boys & Girls Ranch	72	330 510 515 520 530	

County Jail 32 | 330

30-Juvenile Court	40-Home Instruction
45-Hospital Facility	50-Community College
51-Adult Education Program	70 -Nonpublic Day School
71/72- Nonpublic Residential	79- Nonpublic Agency

Infant Services (003)			
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location	
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.	
6117881 Dana (Richard Henry) Exceptional Needs	10	210 240 250 415 450 460 720 900	

Please ensure that the following are incl	
40-Home	45 Hospital Facility
62-Child Devt. or Child Care	65- Extended Day Care
10 Public Day School	19- Other Public School/Facilities
11- Public Residential School	
00-No School	
	FYHIRIT 3

LEA:3066464 CAPISTRANO UNIFIED

Pre-School Services 004			
Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location	
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.	
0100735 Canyon Vista Elementary	10	330 415 450 720	
0100883 Vista del Mar Elementary	10	330 415 450 535 720	
0100909 Ladera Ranch Elementary	10	330 415 450 535 610 720	
0108704 Oso Grande Elementary	10	330 415 450 535	
6027585 Concordia Elementary	10	330 340 415 450	
6027601 Las Palmas Elementary	10	415	
6027627 Palisades Elementary	10	330 415 450 460 535 610	
6027635 Dana (Richard Henry) Elementar	10	330 415	
6027643 San Juan Elementary	10	330 415	
6068589 Viejo Elementary	10	330 340 415 450 460 535 610 720	
6089452 Castille Elementary	10	330 340 415 450 535	
6094619 Del Obispo Elementary	10	330 340 415 450 610 730	
6095087 Moulton Elementary	10	330 415 535	
6097398 Ambuehl (Harold) Elementary	10	330 415 450 460 610	
6098495 Hankey (Carl H.) Elementary	10	330 415	
6106801 Bergeson (Marian) Elementary	10	330 415 450 535	
6106819 Benedict (Truman) Elementary	10	330 415 450 535	

Please ensure that the following are included on this form: (Ages 3-5)				
40 Home Instruction/00 - No school	45 Hospital Facility			
61-Head Start Program	62- Child Devt. or Child Care			
State Preschool Program	64- Private Preschool			
65-Extended Day Care Program	11- Public Residential School			
10-Public Day School	19-Other Public School/Facilities			

EXHIBIT 3

P	re-Sc	hool Services 004
Site name and type of facility providing services students enrolled in the LE.		Services Provided at this Location
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column.
108740 White (George) Elementary	10	330 415 450 535
109474 Reilly (Philip J.) lem./Spec.Ed.	10	330 415 450 460 535
110852 Arroyo Vista Elementary	10	330 415 450
111793 Bathgate Elementary	10	330 415 425 535
111801 Hidden Hills Elementary	10	330 415 450 460 535 610 720
111819 Lobo (Clarence) Elementary	10	330 340 415 425 450 460 535 610
111827 Malcom (John) Elementary	10	330 415 450 460 535
111835 Wood Canyon Elementary	10	330 415 450 535
113344 Oak Grove Elementary	10	415
114516 Las Flores Elementary	10	330 340 415 450 460 535
114524 Wagon Wheel Elementary	10	330 415 435 450
117634 Avila (Don Juan) Elementary	10	330 340 415 450 460
117733 Kinoshita Elementary	10	330 415
117741 Tijeras Creek Elementary	10	330 340 415 450
117881 Dana (Richard Henry) xceptional Needs	10	330 340 415 425 435 450 460 535 610 720
118947 Chaparral Elementary	10	330 415 450 535
118954 Marblehead Elementary	10	330 415 450 535

40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities
	EXHIBIT 3

	Pre-Sc	hool Services 004	
Site name and type of facility providing service students enrolled in the I		Services Provided at this Location	
Site Name	Type of Facility	CASEMIS code associated with each service that is provided at the location listed in the left hand column	
5120281 Laguna Niguel Elementary	10	330 415 450 535	

Please ensure that the following are incl	uded on this form: (Ages 3-5)
40 Home Instruction/00 - No school	45 Hospital Facility
61-Head Start Program	62- Child Devt. or Child Care
State Preschool Program	64- Private Preschool
65-Extended Day Care Program	11- Public Residential School
10-Public Day School	19-Other Public School/Facilities
	EXHIBIT 3

4. DONATION OF FUNDS AND EQUIPMENT:

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$118,479.03 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.

Contact: Clark Hampton, Deputy Superintendent Business and Support Services

Donation of Funds June 7, 2017

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Vending Plus, Inc.	\$575.12	\$575.12 School Use as Needed	Aliso Niguel High School
Padre Junipero Serra Riders	\$100.00	\$100.00 Classroom Materials and Supplies	Ambuehl Elementary School
San Juan Capistrano Education Foundation	\$8,500.00	\$8,500.00 Computer Licenses	Ambuehl Elementary School
The Benevity Community Impact Fund	\$75.00	\$75.00 School Use as Needed	Bernice Ayers Middle School
Vending Plus, Inc.	\$50.85	\$50.85 School Use as Needed	Bernice Ayers Middle School
Canyon Vista Elementary School PTA	\$500.00	\$500.00 School Use as Needed	Canyon Vista Elementary School
The OC Marathon Foundation	\$520.00	\$520.00 Classroom Materials and Supplies	Canyon Vista Elementary School
Castille Elementary School Booster Club	\$21,498.90	\$21,498.90 Outdoor Science Camp	Castille Elementary School
Chaparral Elementary School PTA	\$1,094.12	\$1,094.12 PE Equipment	Chaparral Elementary School
Vending Plus, Inc.	\$4.64	\$4.64 School Use as Needed	Clarence Lobo Elementary School
San Clemente Jr. Women's Club	\$750.00	\$750.00 Classroom Materials and Supplies	Concordia Elementary School
Lifetouch	\$902.00	\$902.00 Classroom Materials and Supplies	Concordia Elementary School
Vending Plus, Inc.	\$8.83	\$8.83 Classroom Materials and Supplies	Concordia Elementary School
Del Obispo Elementary School PTA	\$488.00	\$488.00 Outdoor Science Camp	Del Obispo Elementary School
John S. Malcolm Elementary School PTA	\$28,268.64	\$28,268.64 Desktop Computers	John S. Malcolm Elementary School
Truist	\$7.03	\$7.03 School Use as Needed	John S. Malcolm Elementary School
Vending Plus, Inc.	\$16.78	\$16.78 School Use as Needed	John S. Malcolm Elementary School
Vending Plus, Inc.	\$122.82	\$122.82 School Use as Needed	Ladera Ranch Middle School
Ladera Ranch Middle School PTA	\$12,690.40	\$12,690.40 Chromebook Cart and Projector	Ladera Ranch Middle School
Truist	\$50.06	\$50.06 School Use as Needed	Ladera Ranch Middle School
Ladera Ranch Middle School PTA	\$1,347.60	\$1,347.60 Microphone Systems	Ladera Ranch Middle School
Vending Plus, Inc.	\$9.16	\$9.16 Classroom Materials and Supplies	Laguna Nigel Elementary School
Vending Plus, Inc.	\$141.70	\$141.70 School Use as Needed	Las Flores Middle School
Las Flores Middle School PTA	\$799.01	\$799.01 Peer Assistance League (PAL) Class Supplies	Las Flores Middle School
Vending Plus, Inc.	\$6.07	\$6.07 School Use as Needed	Las Palmas Elementary School
The OC Marathon Foundation	\$60.00	\$60.00 School Use as Needed	Marblehead Elementary School
Vending Plus, Inc.	\$20.31	\$20.31 School Use as Needed	Marblehead Elementary School
Vending Plus, Inc.	\$15.46	\$15.46 School Use as Needed	Moulton Elementary School
Absolute Locksmith, Inc.		BNC Video/Power Cable	Moulton Elementary School
Mathnasium of Mission Viejo	\$500.00	\$500.00 School Use as Needed	Newhart Middle School

Donation of Funds June 7, 2017

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Vending Plus, Inc.	\$22.52	\$22.52 School Use as Needed	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$2,847.49	\$2,847.49 School Planners and Art Supplies	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$12,727.26	\$12,727.26 Use In Library	Oso Grande Elementary School
Vending Plus, Inc.	\$7.29	\$7.29 School Use as Needed	Palisades Elementary School
RH Dana Elementary School Booster Club	\$2,000.00	\$2,000.00 5th Grade Field Trip	RH Dana Elementary School
Vending Plus, Inc.	\$13.47	\$13.47 School Use as Needed	RH Dana ENF Elementary School
Orange County Community Foundation	\$1,000.00	\$1,000.00 Science Supplies	San Clemente High School
Vending Plus, Inc.	\$284.60	\$284.60 School Use as Needed	San Clemente High School
Vending Plus, Inc.	\$61.94	\$61.94 School Use as Needed	San Clemente High School
San Clemente Jr. Women's Club	\$750.00	\$750.00 Technology	Shorecliffs Middle School
Tijeras Creek Elementary School PTA	\$12,610.00	\$12,610.00 Outdoor Science Camp	Tijeras Creek Elementary School
Vending Plus, Inc.	\$15.46	\$15.46 School Use as Needed	Tijeras Creek Elementary School
Newport Mesa Spirit Run, Inc.	\$200.00	\$200.00 School Use as Needed	Tijeras Creek Elementary School
Box Tops for Education, Inc.	\$272.90	\$272.90 School Use as Needed	Viejo Elementary School
Vending Plus, Inc.	\$14.58	\$14.58 School Use as Needed	Viejo Elementary School
San Clemente Jr. Women's Club	\$750.00	\$750.00 After School Robotics Class	Vista del Mar Elementary School
Vending Plus, Inc.	\$34.00	\$34.00 Classroom Supplies	Vista del Mar Middle School
Southern California Helpful Honda		Blonder Tongue Single Channel HD Encoder	Vista del Mar Middle School
Southern California Helpful Honda		Digital Camera	Vista del Mar Middle School
Southern California Helpful Honda		Smart TV	Vista del Mar Middle School
Southern California Helpful Honda		Sony Shoulder- Mount Camcorder with Case	Vista del Mar Middle School
Southern California Helpful Honda		TV Wall Mount	Vista del Mar Middle School
Southern California Helpful Honda		DVD Burner	Vista del Mar Middle School
Wagon Wheel Elementary School PTA	\$5,400.00	\$5,400.00 Classroom Materials and Supplies	Wagon Wheel Elementary School
Vending Plus, Inc.	\$15.02	\$15.02 School Use as Needed	Wood Canyon Elementary School
Friends of the Sea Lion	\$165.00	\$165.00 5th Grade Field Trip	Wood Canyon Elementary School
Ocean Institute	\$165.00	\$165.00 5th Grade Field Trip	Wood Canyon Elementary School

\$118,479.03

5. PURCHASE ORDERS, COMMERCIAL WARRANTS AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:

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 \$10,399,697.19 and the commercial warrants total \$3,522,611.82. 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.

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

01 CAPISTRANO CFD DISTRICT MELLO ROOS PO BOARD LISTING J15197 POBORDCS H.00.01 05/18/17 PAGE

Board of Trustees Purchase Order Listing *======= Fiscal Year: 2016-17 =======*

Board of Trustees Meeting.....JUNE 7, 2017

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
=======	=====		=====		==========
5627		PAUL C MILLER CONSTRUCTIO	N CO	BI:Const/Fac Acq /Tesoro	5,180,780.00
	98			BI:Const/Fac Acq /Tesoro	775,357.00
5628	89	PAUL C MILLER CONSTRUCTIO	и со	BI:Const/Fac Acq /SCHS	31,116.22

2 Purchase Orders \$5,987,253.22

PO BOARD LISTING

Board of Trustees Purchase Order Listing *======= Fiscal Year: 2016-17 ========*
Board of Trustees Meeting.....JUNE 7, 2017

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.		Vendor	Description	Amount
366886	1	CDW GOVERNMENT INC.	SplsNonI/Spch Aud/Dstrctwd	162.07
366887	1	STAPLES ADVANTAGE	SplsNonI/RR:Bldgs/Dstrctwd	173.04
366888	1	LACROSSEBALLSTORE.COM	NonCapEq/CurAthlt/ANHS	1,403.63
366889	1	BARCODESINC	SplsNonI/Libr&Med/SCHS	288.12
366890		VOID	VOID	0.00
366891	1	PRO-ED	SplsNonI/Spch Aud/Dstrctwd	98.79
366892		VOID	VOID	0.00
366893	1	FOURTH DISTRICT PTA	CnfrNonI/Board /Dstrctwd	45.00
366894	1	STAPLES ADVANTAGE	InstMtls/Instrctn/Tesoro	178.87
366895	ī	SWEETWATER SOUND	InstMtls/Instrctn/Tesoro	3,625.29
366896	î	TRIARCO ARTS & CRAFTS LLC DBA	InstMtls/Instrctn/SMS	
366897	1	SOUTHWEST SCHOOL SUPPLY		929.40
366898	1		InstMtls/Instrctn/MFMS	4,500.00
	_	AMBUTECH INC	SplsNonI/HlthServ/Dstrctwd	87.64
366899	40	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	1,000.00
366900	1	LONG BEACH UNIFIED SCHOOL DIST		775.00
366901	1	PRO PHOTO CONNECTION INC	InstMtls/Instrctn/SCHS	4,204.17
366902	1	SUPER DUPER INC.	InstMtls/SEOthIns/Dstrctwd	106.62
366903	1	UPBEAT FURNISHINGS	SplsNonI/Sch Adm /VdelMarE	2,022.57
366904	1	CDWG Inc	F&EInstl/Instrctn/Dstrctwd	18,859.73
366905		VOID	VOID	0.00
366906	1	VERSARE SOLUTIONS, LLC	NonCapEq/Instrctn/Las Palm	3,894.10
366907		VOID	VOID	0.00
366908	14	G.A. DOMINGUEZ	Bldg Imp/Fac Acq /SCHS	14,900.00
366909	1	SOCIAL THINKING PUBLISHING	InstMtls/SEOthIns/Dstrctwd	70.24
366910	ī	SOCIAL THINKING PUBLISHING	InstMtls/SEOthIns/Dstrctwd	131.27
366911	ī	A-1 AWARDS & ENGRAVING		
366912	ī	SOCIAL STUDIES SCHOOL SERVICE	InstMtls/Instrctn/Ambuehl	32.27
	_		InstMtls/Instrctn/LRMS	322.48
366913	14	G.A. DOMINGUEZ	Bldg Imp/Fac Acq /SCHS	14,670.00
366914	1	EDGEWOOD PRESS INC	InstMtls/Instrctn/Las Palm	911.61
366915	1	BARNES & NOBLE	InstMtls/Instrctn/MFMS	2,258.75
366916	1	PERMA-BOUND	InstMtls/Instrctn/MFMS	483.47
366917		VOID	VOID	0.00
366918		VOID	VOID	0.00
366919	1	SUPER DUPER INC.	InstMtls/SEOthIns/Dstrctwd	52.59
366920	1	DICK BLICK WEST	InstMtls/Instrctn/SCHS	1,150.27
366921	1	SUPER DUPER INC.	InstMtls/SEOthIns/Dstrctwd	31.15
366922	1	MICHAEL AND CHANDRA GIBSON	NPS /NPS /Dstrctwd	278.10
366923	1	SUPER DUPER INC.	InstMtls/SEOthIns/Dstrctwd	179.72
366924	ī	SPICERS PAPER CO	St Rcpts/Undesig /Dstrctwd	13,290.32
366925	1	LEARNING A-Z	Serv& Op/Instrctn/ArroyoEl	99.95
366926	ī	UNIVERSAL ATHLETIC SERVICES	InstMtls/Instrctn/DHHS	4,706.79
366927	î	SPINITAR	InstMtls/Instrctn/Del Obis	
366928	1	LAKESHORE LEARNING MATERIALS		1,002.65
	1		InstMtls/SEOthIns/Dstrctwd	206.71
366929	_	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/RH Dana	971.27
366930	1	EXCEPTIONAL TEACHING INC	InstMtls/SEOthIns/Dstrctwd	1,225.64

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PO No.		Vendor	Description	Amount
366931 366932	1	LAKESHORE LEARNING MATERIALS VOID	SplsNonI/HlthServ/Dstrctwd VOID	71.62
366933	1	LAKESHORE LEARNING MATERIALS		0.00
366934	1	LAKESHORE LEARNING MATERIALS	InstMtls/SEOthIns/Dstrctwd SplsNonI/HlthServ/Dstrctwd	51.17 20.46
366935	ī	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Wood Cvn	55.25
366936	î	LAKESHORE LEARNING MATERIALS	InstMtls/SEOthIns/Dstrctwd	108.46
366937	ī	SPEECH CORNER, THE	InstMtls/SEOthIns/Dstrctwd	53.28
366938	ī	PRO-ED	InstMtls/SEOthIns/Dstrctwd	203.30
366939	ī	SPEECH CORNER, THE	InstMtls/SEOthIns/Dstrctwd	99.66
366940	1	GANAHL LUMBER	SplsNonI/RR:Bldgs/Dstrctwd	14,788.29
366941	1	DEMCO INC	Bks&Ref /Libr&Med/MFMS	89.20
366942	ī	AAA AWARDS & MONOGRAM	InstMtls/Instrctn/DHHS	1,489.48
366943	1	SAN CLEMENTE BALLOONS	SplsNonI/Sch Adm /DHHS	650.00
366944	ī	TRUCPAR CO	Ppl Tran/PuplTran/Dstrctwd	5,000.00
366945	1	ROBOTSHOP INC	NonCapEq/Instrctn/CVHS	8,422.28
366946	_	VOID	VOID	0.00
366947	1	DIGITALEDALLIANCE	InstMtls/Instrctn/Castille	258.00
366948	ī	DIGITALEDALLIANCE	Conf:Ins/Instrctn/Wagon Wh	645.00
366949	14	KYA SERVICES LLC	Bldg Imp/Fac Acq /SCHS	23,377.80
366950	1	CDWG Inc	F&EInstl/Instrctn/ArroyoMS	26,102.44
366951	ī	SOLUTION TREE INC	PrepdExp/Undesig /Dstrctwd	5,352.00
366952	1	GOODWILL INDUSTRIES OF ORANGE	CnsltSvs/Aid:Inst/Dstrctwd	4,511.50
	_		SubInCon/Aid:Inst/Dstrctwd	14,988.50
366953	25	SILVER CREEK INDUSTRIES INC	Bldg Imp/Fac Acg /OCASA	108,804.00
366954	1	SPEECH & LANGUAGE DEVEL	Sub NPS /NPS /Dstrctwd	13,090.00
366955	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	4,037.42
366956	1	AP BY THE SEA	PrepdExp/Undesig /Dstrctwd	775.00
366957	1	OCDE	PrepdExp/Undesig /Dstrctwd	725.00
366958	25	PAUL C MILLER CONSTRUCTION CO	BI:Const/Fac Acg /Tesoro	2,220,340.50
	40		BI:Const/Fac Acg /Tesoro	1,233,522.50
366959		VOID	VOID	0.00
366960		VOID	VOID	0.00
366961	1	FOAM 'N FABRICS INC	Ppl Tran/PuplTran/Dstrctwd	6,700.00
			Rntl:Oth/Dist Veh/Dstrctwd	3,300.00
366962	13	ACTION SALES	LrgEquip/FoodServ/Dstrctwd	9,094.10
366963		VOID	VOID	0.00
366964	1	SUPER DUPER INC.	InstMtls/SEOthIns/Dstrctwd	247.11
366965		VOID	VOID	0.00
366966	1	TEACHERS DISCOVERY	InstMtls/Instrctn/LRMS	1,734.49
366967	1	VERIZON WIRELESS	Cmmnctns/PuplTran/Dstrctwd	14.88
366968	1	TRACK TECHNOLOGY SYSTEMS INC	NonCapEq/InstTech/Serra	1,101.40
366969		VOID	VOID	0.00
366970	13	SMART & FINAL	Food Dry/FoodServ/Dstrctwd	5,000.00
366971	1	CHEFS' TOYS	NonCapEq/Instrctn/Serra	1,697.87
366972		VOID	VOID	0.00
366973	1	LOOKOUT BOOKS	Bks&Ref /Libr&Med/MFMS	199.08
366974	1	UZBL	InstMtls/Instrctn/SMS	29.09
366975	1	GOVERNMENT FINANCIAL	Bldg Imp/Fac Acq /Dstrctwd	9,000.00
366976	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/Dstrctwd	1,762.75
366977	1	SOLUTION TREE INC	PrepdExp/Undesig /Dstrctwd	5,512.00
366978		VOID	VOID	0.00

PO BOARD LISTING

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		Vendor	Description	Amount
366979		VOID	VOID	
366980	1	APPLE INC	InstMtls/Instrctn/Bergeson	0.00
366981	_	VOID	VOID	
366982	1	ANDERSON'S	SplsNonI/Sch Adm /San Juan	0.00
300302	-4-	PRIDENSON B	InstMtls/Instrctn/San Juan	55.18 287.46
366983		VOID	VOID	
366984	1	WAFFLE-ICIOUS	InstMtls/Sch Adm /Serra	0.00 751.89
366985	ī	CDWG Inc	NonCapEq/FacPlann/Dstrctwd	
366986	ī	CDWG Inc	NonCapEq/FacPlann/Dstrctwd	1,407.59
366987	ī	GOLDEN STAR TECHNOLOGY INC.	SplsNonI/SuppSvcs/Dstrctwd	161.50 260.00
366988	1	PC & MACEXCHANGE	SplsNonI/SuppSvcs/Dstrctwd	1,050.56
366989	ī	JUDY LEMM CONSULTING	Serv& Op/Prsnl:HR/Dstrctwd	
366990	1	CDWG Inc	SplsNonI/SuppSvcs/Dstrctwd	5,000.00 8,804.57
366991	1	ALPHA SOUND AND LIGHTING	SplsNonI/RR:Bldgs/Dstrctwd	•
366992	_	VOID	VOID	15,000.00
366993	1	HD SUPPPLY CONSTRUCTION AND	SplsNonI/Op:Grnds/Dstrctwd	0.00 1,000.00
366994	1	SOUTH ORANGE COUNTY ECONOMIC	CnfrNonI/Pub Info/Dstrctwd	500.00
366995	14	BOSSGRAPHICS	Bldg Imp/Fac Acq /Serra	11,593.00
366996	1	FERGUSON	SplsNonI/RR:Bldgs/Dstrctwd	25,000.00
366997	î	R & S FLOORING SOLUTIONS	Rntl:Oth/RR:Bldgs/Dstrctwd	•
366998	ī	VORTEX	Rntl:Oth/PuplTran/Dstrctwd	85,908.88
366999	ī	RICHARD S DAWSON COMPANY DBA	SplsNonI/RR:Bldgs/Dstrctwd	2,734.92
367000	1	PRAXAIR	InstMtls/Instrctn/ANHS	25,000.00
367001	i	ATLANTECH RESELLERS INC.	SplsNonI/Saf&Trng/Dstrctwd	200.00
367002	î	IMAGE 2000	InstMtls/Instrctn/AVMS	53.82
367003	ī	LARSEN, DIANA M.	CnsltNon/TIS /Dstrctwd	10.00
367004	ī	EDDY CONSULTING LLC	NonCapEq/SEOthIns/Dstrctwd	568.35
367005	ī	APPLE COMPUTER INC	InstMtls/SEOthIns/Dstrctwd	5,559.90
367006	35	PAUL C MILLER CONSTRUCTION CO	BI:Const/Fac Acg /SCHS	413.37
30,000	40	TROL C MILLER CONSTRUCTION CO	BI:Const/Fac Acq /SCHS	4,865.05
367007	1	ADVANCED EQUIPMENT CORP	Rntl:Oth/RR:Bldqs/Dstrctwd	2,211.39
367008	î	PHONAK LLC	Serv& Op/HlthServ/Dstrctwd	10,000.00
20,000	-	11011111 1110	Rnt&Repr/HlthServ/Dstrctwd	158.95 158.99
367009	1	LIBERTY PAPER	St Rcpts/Undesig /Dstrctwd	21,930.57
367010	ī	SHELTERLOGIC CORP	NonCapEq/Instrctn/RH Dana	1,360.96
367011	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/SCHS	2.88
367012	ī	ERIN LOHRMAN	SplsNonI/Sch Adm /CVHS	1,470.00
367013	ī	COURY, CRISTINA	SplsNonI/PuplTran/Dstrctwd	432.21
367014	ī	CA STATE UNIV LOS ANGELES	CnfrNonI/GuidCnsl/ANHS	85.00
367015	1	AP BY THE SEA	PrepdExp/Undesig /Dstrctwd	770.00
367016	ī	OCDE	PrepdExp/Undesig /Dstrctwd	775.00
367017	1	HERITAGE WINDOW COVERING	Serv& Op/Instrctn/Dstrctwd	2,220.00
367018	1	ORANGE COUNTY REGISTER	Serv& Op/Pub Info/Dstrctwd	2,000.00
367019	ī	ERVAIS, MEG	SplsNonI/Sch Adm /Serra	298.08
367020	ī	MARDAN SCHOOL	Sub NPS /NPS /Dstrctwd	7,021.60
367021	ī	ABBE J BARRON DMD PHD	CnsltNon/PsychSer/Dstrctwd	4,500.00
367022	ī	B & H PHOTOGRAPHY	NonCapEq/Instrctn/SJHHS	7,845.26
367023	ī	5-STAR STUDENTS	PrepdExp/Undesig /Dstrctwd	12,550.02
367024	1	THE LAUNCHPAD THERAPY FOR KIDS	CnsltNon/HlthServ/Dstrctwd	800.00
367025	ī	BETHANY R REDDINGER	Serv& Op/Instrctn/SVCS	250.00
	_			230.00

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PO No.	Fund	Vendor	Description	Amount
367026	1	ARC ALTERNATIVES	Bldg Imp/Fac Acq /Dstrctwd	43.840.00
367027	ī	BOYS TOWN CALIFORNIA INC.	Sub MHBC/NPS /Dstrctwd	6,516.30
307027	_	BOIS TOWN CABIFORNIA INC.	Sub MHBC/PsychSer/Dstrctwd	6,516.30
367028	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	6,660.00
367029	ī	OLIVE CREST ACADEMY CANAL ELEM		8,929.00
367030	î	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	6,318.00
367031	1	ORANGE COUNTY REGISTER	Serv& Op/Bus/Fisc/Dstrctwd	296.00
367032	ī	DIMENSION DATA NORTH AMERICA	Serv& Op/Bds/Fisc/Dstrctwd Serv& Op/TIS /Dstrctwd	
367033	1	RANESCO DATA NORTH AMERICA	PrepdExp/Undesig /Dstrctwd	30,149.80
367034	1	AASA MEMBERSHIP	PrepdExp/Undesig /Dstrctwd	73,720.00 450.00
367035	ī	BEN'S MUSIC WORKSHOP INC	Rnt&Repr/Instrctn/BAMS	
367036	ī	THE ALARM AND SPRINKLER CO INC		120.00
367037	1	WARDS MEDIA TECH		3,580.00
367037	1	ACCURATE AIR ENGINEERING	Rntl:Oth/RR:Bldgs/DHHS	1,068.63
367038	1	DENNIS PATRICK HANNA	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
367040	1	NEWHART ASB	Rntl:Oth/RR:Bldgs/SCHS	2,650.00
367040	35		InstMtls/Instrctn/Dstrctwd	30.00
		GUIDA SURVEYING INC.	BI:CTest/Fac Acq /SCHS	15,060.00
367042	1	OCDE PAL PROGRAM	Serv& Op/SupvAdmn/Dstrctwd	1,483.50
367043	1	TIFCO INDUSTRIES	Ppl Tran/PuplTran/Dstrctwd	394.71
367044	1	WEATHERPROOFING TECHNOLOGIES	SplsNonI/RR:Bldgs/Dstrctwd	2,298.58
367045		VOID	VOID	0.00
367046	1	DISCOVERY CUBE OF OC	FieldTrp/Instrctn/OsoGrand	1,990.00
367047	1	EMANUEL AND SUSAN SHAOULIAN	Serv& Op/SEOthIns/Dstrctwd	22,704.00
	_		Legal /SupvAdmn/Dstrctwd	2,295.00
367048	1	MAACO COLLISION REPAIR & AUTO	SplsNonI/RR:Bldgs/Dstrctwd	916.87
367049	1	T & J KENNEDY INVESTMENT INC	SplsNonI/Sch Adm /Don Juan	685.11
367050	1	UC REGENTS	Conf:Ins/Instrctn/Dstrctwd	1,050.00
367051	1	CLTA	PrepdExp/Undesig /Dstrctwd	1,250.00
367052	1	AWARDS 'N MORE	SplsNonI/SupvAdmn/SCHS	427.23
367053	1	AWARDS 'N MORE	SplsNonI/Sch Adm /Cal Prep	59.80
367054	1	TECH4LEARNING	Serv& Op/Instrctn/GrgWhite	525.00
367055	1	AMAZON	InstMtls/Instrctn/CVHS	7,144.90
367056	1	CASTO	CnfrNonI/PuplTran/Dstrctwd	99.00
367057	1	OCDE	CnfrNonI/Saf&Trng/Dstrctwd	15.00
367058	1	SPARKLETTS	SplsNonI/Saf&Trng/Dstrctwd	6.63
367059	1	PACIFIC PLUMBING COMPANY OF	Serv& Op/Instrctn/Dstrctwd	14,532.20
367060	1	JOSTENS	InstMtls/Sch Adm /Cal Prep	510.00
367061	1	SEON DESIGN INC.	Serv& Op/PuplTran/Dstrctwd	36,380.71

156 Purchase Orders \$4,412,443.97

WARRANT LISTING

Board of Trustees Warrant Listing
====== Fiscal Year: 2016-17 =======
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Warrant Number	Name of Payee	Reference Number	Amount
227706	tie DANK CODD DAVMENT CHETEM		
23/176	US BANK CORP PAYMENT SYSTEM	DV 175553	6 673 73
		PV-175653	6,673.73 3,460.63
02000	IIA DANKI AADD DAIDKEN AKAMEN	PV-1/5654	3,460.63
23/19/	US BANK CORP PAYMENT SYSTEM	-	1 040 70
		PV-175654	1,940.70
000000	US BANK CORP PAYMENT SYSTEM ALISO NIGUEL AUTO CARE APPLE COMPUTER INC B & H PHOTOGRAPHY BAILEY MANUFACTURING BEYOND PLAY BLAIRS TOWING INC CAL-STATE AUTO PARTS INC CAROLINA BIOLOGICAL SUPPLY CO CDW GOVERNMENT CINTAS CORP #640 COMPLETE OFFICE OF CA	PV-1/5/63	3,939.32
23/198	US BANK CURP PAIMENT SYSTEM	-	2 001 60
020000		PV-1/5/63	3,891.62
23/199	US BANK CORP PAYMENT SYSTEM	PV-175763	4,601.62
		PV-175764	184.26
		PV-175793	8,616.28
	THE PARTY HARD DAVIDED BY	PV-175794	2.00
237800	US BANK CORP PAYMENT SYSTEM	PV-175763	137.34
237801	ALISO NIGUEL AUTO CARE	PO-362282	884.53
237802	APPLE COMPUTER INC	PO-366216	413.37
		PO-366718	234.89
237803	B & H PHOTOGRAPHY	PO-366537	254.73
		PO-366611	239.85
237804	BAILEY MANUFACTURING	PO-366462	120.78
237805	BEYOND PLAY	PO-366582	170.90
237806	BLAIRS TOWING INC	PO-363529	962.50
237807	CAL-STATE AUTO PARTS INC	PO-360805	372.84
237808	CAROLINA BIOLOGICAL SUPPLY CO	PO-366682	392.75
237809	CDW GOVERNMENT	PO-365995	1,807.88
		PO-366631	2,477.18
237810	CINTAS CORP #640	PO-360614	583.11
27.127(12.) 29.07		PO-361465	41.42
237811	COMPLETE OFFICE OF CA	PO-360658	47.95
		PO-360678	151.29
		PO-360867	42.51
		PO-361042	69.64
		PO-361518	88.57
237812	CULVER-NEWLIN	PO-365568	838.30
237813	DENAULT'S HARDWARE	PO-362072	372.95
237814	DENAULT'S HARDWARE	PO-360598	17.21
		PO-365226	446.45
237815	DIGITAL NETWORKS GROUP	PO-366563	8,850.64
237816	DRIVELINES INCORPORATED	PO-362151	1,008.05
237817	ENABLING DEVICES	PO-366672	545.90
237818	CULVER-NEWLIN DENAULT'S HARDWARE DENAULT'S HARDWARE DIGITAL NETWORKS GROUP DRIVELINES INCORPORATED ENABLING DEVICES FASTENAL GOLDEN STAR TECHNOLOGY INC. HERITAGE WINDOW COVERING INTERSTATE BATTERIES KELLY PAPER COMPANY	PO-361583	188.29
237819	GOLDEN STAR TECHNOLOGY INC.	PO-364917	136.63
		PO-365871	273.25
237820	HERITAGE WINDOW COVERING	PO-364748	585.00
237821	INTERSTATE BATTERIES	PO-360810	901.13
237822	KELLY PAPER COMPANY	PO-360626	1,023.63

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
		PO-365547	196.07
237824	LAWSON PRODUCTS INC	PO-364371	191.83
237825	LIBERTY PAPER	PO-366478	21,930.57
237826	LOS ANGELES FREIGHTLINER	PO-366181	5,879.65
237827	360 PRINT MEDIA	PO-366561	5,072.53
237828	AT&T	PO-366437	60.86
237829	MHS	PO-366544	1,124.10
237830	MOBILE FLEET WASH	PO-362167	952.00
237831	360 PRINT MEDIA AT&T MHS MOBILE FLEET WASH O'REILLY AUTOMOTIVES INC	PO-361832	152.37-
		PO-365364	329.11
237832	ONE STOP BINDERY	PO-361160	35.00
237833	PARKHOUSE TIRE INC.	PO-362081	70.88
		PO-365427	2,644.05
237834	PAXTON/PATTERSON	PO-366373	954.94
237835	PEP BOYS PERMA-BOUND PHONAK LLC	PO-360814	187.69
237836	PERMA-BOUND	PO-365989	731.13
237837	PHONAK LLC	PO-365381	1,990.23
237838	RINCON TRUCK CENTER INC	PO-361828	1,369.59
237839	SCHOLASTIC INC.	PO-366586	14.58
237840	SCHOLASTIC INC. SELECT EQUIPMENT	PO-366586 PO-360913	747.40
	SOUTHERN COUNTIES LUBRICANTS	PO-365365	2,581.63

WARRANT LISTING Board of Trustees Warrant Listing

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Warrant Number	Name of Payee	Reference Number	Amount
237842	SOUTHWEST SCHOOL&OFFICE SUPPLY		
		PO-360293	202.57
		PO-360294	25.43
		PO-360295	33.35
		PO-360298	171.54
		PO-360299	424.58
		PO-360301	24.61
		PO-360306	673.10
		PO-360307	9.53
		PO-360308	6.56
		PO-360409	116.25
		PO-360498	19.38
		PO-360714	286.10
		PO-360716	628.69
		PO-360720	23.60
		PO-360721	5.14
		PO-360722	120.88-
		PO-360727	180.77
		PO-360737 PO-360738	162.77 650.74
		PO-360738 PO-360739	3,108.87
		PO-360740	3,108.87
		PO-360740 PO-360742	94.24
		PO-360742 PO-360743	67.07
		PO-360748	35.02
		PO-360750	256.89
		PO-360758	757.54
		PO-360753	11.87
		PO-360766	140.89
		PO-360767	157.93
		PO-360824	875.99
		PO-360024 PO-361123	5,145.92
		PO-361517	140.00
		PO-361641	318.41
		PO-361799	71.05
		PO-361800	824.56

WARRANT LISTING

Board of Trustees Warrant Listing *====== Fiscal Year: 2016-17 ======* Board of Trustees Meeting....JUNE 7, 2017

Warrant Number	Name of Payee	Reference Number	Amount
	SOUTHWEST SCHOOL&OFFICE SUPPLY		197.82
237043	DOUTHINGS! Demodatorries Borrar	PO-362225	186.53
		PO-362227	157.92
		PO-362618	312.98
		PO-363233	142.71
		PO-363684	40.05
		PO-364052	77.63
		PO-364129	45.78
		PO-364665	74.11
		PO-364783	507.80
		PO-365098	34.35
		PO-365335	51.59
		PO-365403	302.76
		PO-365502	134.57
		PO-365554	334.34
		PO-365636	178.44
		PO-365725	294.80
		PO-365730	66.37
			1,141.00
237844	SPICERS PAPER	PO-365756 PO-360622	8,133.89
237845	TRUCPAR CO	PO-361580	2,596.46
237846	TUTTLE-CLICK FORD	PO-361580 PO-363300	1,698.27
237847	III.THE	PO-366697	385.17
	UNIQUE SWEEPING	PO-366697 PO-362180	281.00
237849		PO-366371	1,255.84
231013	THE DELETION	PO-366404	1,537.16
237850	WESTERN EXTERMINATOR COMPANY	PO-366318	285.00
237851	WILLIAM V. MACGILL & CO.	PO-366349	394.09
237852		PO-361320	1,405.38
		PO-361321	2,787.70
237853	CITY OF SAN JUAN CAPISTRANO	PO-360109	4,241.71
237854	MOULTON NIGUEL WATER	PO-360111	12,424.94
	SAN DIEGO GAS & ELECTRIC	PO-360310	713.82
237856	SANTA MARGARITA WATER	PO-360112	4,144.54
237857	SO CAL GAS CO	PO-360224	46.13
237858	SO CAL GAS CO G.A. DOMINGUEZ	PO-366424	15,914.27
237859	P2S ENGINEERING INC	PO-366424 PO-354345	8,784.00
237860	P2S ENGINEERING INC	PO-355500	1,665.00
237861	DAVID TAUSSIG ASSOC INC	PO-366899	256.65
237862	ANDERSON CANIZALES, JULIE	PV-175773	62.60
237863	AVILA, THERESE	PV-175768	158.36
237864	BENE, CHERI	PV-175769	67.95
237865	BIRKINSHAW, SANDY	PV-175770	107.00
237866	BOLLA, BRENDA	PV-175771	111.82
237867	BRANNAM, ANDREA	PV-175772	41.73

WARRANT LISTING

Board of Trustees Warrant Listing *======= Fiscal Year: 2016-17 =======* Board of Trustees Meeting....JUNE 7, 2017

Warrant Number	CARDIN, PATTI CAUDILL, AMANDA COX, ASHLEIGH COX, WILLIAM A CRUZ, DELIA DAVIS, DANIELLE DELFOSSE, MICHAEL DEWALD, NICHOLAS DINSMOOR, JOY EILER, CHRISTINE ENGELSON, EMILY EXWORTHY, MARK FITZHUGH, MARLENE GARCIA, ELISEO H GEBAUER, GILLIAN GILL, ARVINDER GOLDBECK, MELISSA GONG, PHOEBE GONZALES, KATHLEEN GROSS, DEANNA HABEL-MORGAN, SHAUNA HAMMOND, DARCY HILL, DAWN KAUO III, JOSEPH KAUO, JOE LEWIS, DAWN PARK, REBECCA PITTMAN, TERRILL PLACE, SUSAN SMITH, ANNE SOLTIS, PAMELA WILLIAMS, JOHN ALTERNATIVE COMM SVCS BELLEFAIRE JCB BERRY, SCOTT AND/OR JAIME BETH ANN MOORE BILL LANE & ASSOCIATES INC BERNON, AND EDERETA	Reference Number	Amount
237868	CARDIN, PATTI	PV-175774	110.21
237869	CAUDILL AMANDA	PV-175816	154 62
237000	COY AGULETON	DV-175776	194 21
237070	COV WILLIAM A	DV-175777	63 67
237071	COA, WILDIAM A	DV 175770	405 74
23/8/2	CRUZ, DELIA	PV-1/5//8	25.74
23/8/3	DAVIS, ALLISON	PV-1/5//9	23.00
23/8/4	DAVIS, DANIELLE	PV-175780	143.92
237875	DELFOSSE, MICHAEL	PV-175781	84.53
237876	DEWALD, NICHOLAS	PV-175767	9.63
237877	DINSMOOR, JOY	PV-175782	44.94
237878	EILER, CHRISTINE	PV-175783	97.37
237879	ENGELSON, EMILY	PV-175784	192.60
237880	EXWORTHY, MARK	PV-175785	223.10
237881	FITZHUGH, MARLENE	PV-175766	53.50
237882	GARCIA, ELISEO H	PV-110847	25.68
237883	GEBAUER, GILLIAN	PV-175788	32.10
237884	GILL, ARVINDER	PV-175791	172.81
	Section of the Section Control of the Section	PV-175792	153.55
237885	GOLDBECK, MELISSA	PV-175795	117.17
237886	GONG. PHOEBE	PV-175796	94.70
237887	GONZALES KATHLEEN	PV-175797	87.74
237888	GROSS. DEANNA	PV-175798	33.71
237889	HABEL-MORGAN, SHAUNA	PV-175799	35.31
201003	is around iteration of the second	PV-175800	82.39
237890	HAMMOND DARCY	PV-175801	77 04
237891	HTI.I. DAWN	PV-175805	163.71
237892	KAUO III JOSEPH	PV-175804	4 82
237092	KANO JOE	PV-175803	11 24
237033	TENTS DAWN	DV-175003	21 40
237037	DARY DEDECCA	DV-17501	10 26
237033	DITTMAN TERRITI	DV-175010	25.20
237030	PITTAN, TERRILL	PV-1/5011	6.43
237897	PLACE, SUSAN	PV-1/5013	44.04
237898	SMITH, ANNE	PV-175814	44.94
237899	SOLTIS, PAMELA	PV-1/5815	29.96
237900	WILLIAMS, JOHN	PV-175765	184.58
237901	ALTERNATIVE COMM SVCS	PO-360065	7,323.00
237902	BELLEFAIRE JCB	PO-363246	22,656.12
237903	BERRY, SCOTT AND/OR JAIME	PO-361682	895.83
237904	BETH ANN MOORE	PO-363666	1,700.00
237905	BILL LANE & ASSOCIATES INC	PO-360000	4,269.52
237906	BLIND CHILDREN'S LEARNING	PO-363806	2,055.30
237907	BROWN, ALAN & ROBERTA	PO-366421	65,000.00
237908	BUSINESS INTERPRISE	PO-360022	2,942.50
237909	CRARY, BRENDA	PO-360027	1,755.60
237910	BILL LANE & ASSOCIATES INC BLIND CHILDREN'S LEARNING BROWN, ALAN & ROBERTA BUSINESS INTERPRISE CRARY, BRENDA ECE4AUTISM	PO-366343	7,215.00

Board of Trustees Warrant Listing
====== Fiscal Year: 2016-17 =======
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Warrant Number	Name of Payee	Reference Number	Amount
237911	JENNIFER TONEY SPEECH	PO-360021	2,080.00
237912	KIMBERLY STRIEGL	PV-175868	45,439.10
	KRANTZ, TRICIA	PO-360017	2,723.70
237914	LANGUAGE NETWORK INC	PO-365851	199.04
		PO-366794	519.71
237915	MAHER, CHRISTOPHER & LESLIE	PO-363682	2,703.75
237916	MARDAN CENTER OF ED	PO-361245	1,930.94
		PO-361317	2,282.02
		PO-361524	2,633.10
		PO-361851	2,457.56
		PO-363374	2,457.56
		PO-363375	1,755.40
		PO-363452	1,579.86
		PO-365825	2,633.10
237917	MOLDAUER, PAMELA S.	PO-360016	1,925.00
237918	MULHOLLAND, LAUREN	PO-365856	440.95
237919	NEW HAVEN YOUTH & FAMILY	PO-366777	2,369.55
237920	OCEANVIEW SCHOOL	PO-361523	3,240.00
		PO-362832	2,886.00
		PO-362833	3,450.00
		PO-363451	5,032.22
		PO-363689	2,664.00
		PO-363742	972.00
		PO-363972	2,122.38
		PO-364002	2,880.00
		PO-364127	666.00
		PO-364422	3,510.00
		PO-364423	2,664.00
		PO-365232	3,330.00
		PO-365418	2,844.00
		PO-365493	3,288.00
		PO-365828	1,296.00
		PO-366003	3,330.00
		PO-366004	2,220.00
		PO-366073	2,220.00
		PO-366074	450.00
		PO-366651	1,998.00
		PO-366875	2,106.00
237921	ORANGE COUNTY DEPT OF EDUC	PO-365331	1,163.25
237922	ORANGE COUNTY THERAPY SERVICE	PO-360061	20,145.00
237923	PAMELA PATTERSON	PO-360430	2,348.19
237924	RADZINS, JOHN & MEREDITH	PO-364104	462.24
237925	RICHARD LAPPIN	PO-360028	850.00
	SHACK-LAPPIN, CAROL	PO-360018	6,460.00
237927	SOLIANT HEALTH INC	PO-365619	5,862.50
			-,

Board of Trustees Warrant Listing *======= Fiscal Year: 2016-17 =======* Board of Trustees Meeting.....JUNE 7, 2017

	Name of Payee	Reference Number	Amount
237928	STAFFREHAB WERTHEIMER-GALE & ASSOCIATES WINGARD, RICHARD AND LORENA WOODWARD ACADEMY ATKINSON ANDELSON LOYA	PO-366740	720.00
237929	WERTHEIMER-GALE & ASSOCIATES	PO-363371	316.68
237930	WINGARD, RICHARD AND LORENA	PO-365169	1,000.00
237931	WOODWARD ACADEMY	PO-364147	9,194.00
237932	ATKINSON ANDELSON LOYA	PO-361521	5,256.25
		FA-T/2883	5.618.75
		PV-175890	795.00 695.00 2,115.00
		PV-175896	695.00
		PV-175897	2,115.00
237933	BESTGEN, MARY	PO-363089	450.00
	FAGEN FRIEDMAN FULFROST LLP	PV-175893	897.50
237935	GAYLE M PARIDE	PO-361281	660.00
237936	GOODWILL INDUSTRIES OF ORANGE	PO-363677	4,387.50
237937	HATCH & CESARIO	PO-366313	5,137.70
237938	GOODWILL INDUSTRIES OF ORANGE HATCH & CESARIO JULIE TIPTON KATHRYN MEDERO LCRA TRUST LEADERSHIP ASSOCIATES LORINDA LEE SIMPSON MEET THE MASTERS NICOLE MILLER & ASSOC INC OCDE PROFESSIONAL TUTORS OF AMERICA REGENTS UC	PO-366835	2,956.00
237939	KATHRYN MEDERO	PO-362627	1,837.50
237940	LCRA TRUST	PO-361283	1,242.50
237941	LEADERSHIP ASSOCIATES	PO-362609	17,050.00
		PO-364934	1,550.00
237942	LORINDA LEE SIMPSON	PO-365012	9,000.00
237943	MEET THE MASTERS	PO-360054	4,040.80
237944	NICOLE MILLER & ASSOC INC	PO-364513	379.50
237945	OCDE	PO-362345	450.00
237946	PROFESSIONAL TUTORS OF AMERICA	PO-361254	1,072.50
237947	REGENTS UC	PO-363251	640.00
237948	S T A R ACADEMY	PO-362594	151.25
237949	REGENTS UC S T A R ACADEMY THE COLLEGE BLUEPRINT	PO-363084	6,300.00
		PO-364106	8,150.00
		PO-365024	9,700.00
237950	VAVRINEK TRINE DAY & CO LLP	PO-362598	33,500.00
			8,003.44
			1,000.00
237952	REGENTS UC	PO-363251	2,580.00

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Warrant Number	Name of Payee		Amount	
	A & R WHOLESALE DISTRIBUTORS		6,364.09	
23/933	A & R WHOLESALE DISTRIBUTORS	PV-175831	4,905.05	
		PV-175832	7,879.89	
			10.447.04	
		PV-175833	0,562.00	
		PV-175835	8,563.00 9,538.88	
		PV-175836 PV-175838	7,536.88	
		PV-1/5838	141.40	
		PV-175840 PV-175862	8,231.25 2,746.91	
		PV-1/5862	2,746.91	
		PV-175864 PV-175869	5,072.89 3,956.55	
		PV-175869	3,956.55	
		PV-175870 PV-175871	6,154.16	
		PV-175871	5,672.72	
		PV-175872		
		PV-175873	4,228.27	
		PV-175874	6,117.51	
		PV-175875	3,060.19	
		PV-175876	2,394.63	
		PV-175877	2,096.83	
		PV-175878	73,655.47	
237954	ARROW RESTAURANT EQUIPMENT	PV-175826	5,872.38	
237955	BOYD COFFEE COMPANY	PV-175827	162.08	
237956	BRINKS INC.	PV-175823	303.73	
237957	CULVER-NEWLIN	PV-175828	15,953.47	
237958	Ceja, Alejandro	PV-175887	55.64	
237959	Clark 01, Alison	PV-175880	83.50	
237960	FOOD SAFETY SYSTEMS	PV-175825	7,500.00	
237961	HOLLANDIA DAIRY INC.	PV-175879	55,216.29	
237962	Howard 05, Jodi	PV-175818	39.75	
237963	INDUSTRIAL ELECTRIC SERVICE	PV-175824	2,179.50	
237964	Koritz 06, Nancy	PV-175820	49.25	
237965	McClung 03, Kristen	PV-175822	29.00	
237966	Perlow 03, Bernadette	PV-175819	116.55	
237967	Prados 06, Kirsten	PV-175817	62.50	
237968	SMART & FINAL	PV-175829	236.98	
		PV-175888	42.80	
237969	Stalmer 03, Jan	PV-175821	89.50	
237970	ARKEE, SHEILA	PV-175839	185.97	
237971	BANNERMAN, CARY OR KELLY	PV-175841	186.18	
237972	BECKER, ANDREW OR KRISTINA	PV-175843	82.07	
237973	BOUCLY, CHRISTOPHER & DAWNIEL	PV-175844	829.46	
237974	CHEN, EDWARD OR LYNN	PV-175845	68.05	
237975	CONDIE, JOSHUA OR CAROL	PV-175846	18.08	
237976	ARROW RESTAURANT EQUIPMENT BOYD COFFEE COMPANY BRINKS INC. CULVER-NEWLIN Ceja, Alejandro Clark 01, Alison FOOD SAFETY SYSTEMS HOLLANDIA DAIRY INC. HOWARD 05, Jodi INDUSTRIAL ELECTRIC SERVICE KORITZ 06, NANCY MCClung 03, Kristen Perlow 03, Bernadette Prados 06, Kirsten SMART & FINAL Stalmer 03, Jan ARKEE, SHEILA BANNERMAN, CARY OR KELLY BECKER, ANDREW OR KRISTINA BOUCLY, CHRISTOPHER & DAWNIEL CHEN, EDWARD OR LYNN CONDIE, JOSHUA OR CAROL DICK, CRAIG OR BILLIE DIXON, KAREN	PV-175848	154.08	
237977	DIXON, KAREN	PV-175849	192.60	

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Warrant Number	HARRINGTON, JARED OR CANDICE JONES, DANNY OR NANCY LOUIE, DARRYL OR CATHERINE MACNAMARA, DANIEL OR ALICIA MARKOWITZ, TRAVIS & SOFIE MICHEL, WALTER &/OR NANCY MOLYNEUX, THOMAS OR CHRISTINA O'CONNOR, BRENDAN PALANIVEL, MURUGANAND PAUL, AMARDEEP OR PUJA QUACH, HOANG RAZEGHI, MAX OR MAHSA REILLE, WENDI RICHARDS, EDWARD OR ANITA ROTH, JAY &/OR KERI STEVENS WALSH, KAREN TOWNSEND, DERIK & TAMARA CAPPO INC - OC CHAPTER FORBES, TAYLOR KWIT, TERRY/ANNA SIDENSTECKER, CHRISTIN URIBE, PAOLA VAN EVERY, SUSAN CERTIFIED TRANSPORTATION ENVIRONMENTAL NATURE CTR OC LIFEGUARDS TRANSPORTATION CHARTER SERVICE SO CAL GAS CO ALMANZA, NADINE AP BY THE SEA ATDLE BENE, CHERI BLAKENEY, JUDITH CHAMBERLAIN, DAVID COLLINS, CLINT COPPAGE, CARRI DANCE TEACHER NETWORK DIGITALEDALLIANCE FOURTH DISTRICT PTA FRIEDLANDER, DOROTHY	Reference Number	Amount
237978	HARRINGTON, JARED OR CANDICE	PV-175850	105.93
237979	JONES, DANNY OR NANCY	PV-175851	241.39
237980	LOUIE, DARRYL OR CATHERINE	PV-175852	152.15
237981	MACNAMARA, DANIEL OR ALICIA	PV-175853	635.58
237982	MARKOWITZ. TRAVIS & SOFIE	PV-175866	1.616.85
237983	MICHEL, WALTER &/OR NANCY	PV-175854	298.32
237984	MOLYNEUX, THOMAS OR CHRISTINA	PV-175855	92.88
237985	O'CONNOR, BRENDAN	PV-175856	1.054.44
237986	PALANTVEL MURIGANAND	PV-175834	251 02
207700		DV-175837	147 66
237987	PAIN, AMARDEED OR DILTA	PV-175867	988 02
237988	OUACH HOANG	PV-175857	128 83
237989	DATECUT MAY OF MAHCA	DV-175057	78 65
237990	PETILE WENDT	DV-175050	304 95
237991	DICHADDS FOWADD OF ANTEN	DV-175055	211 86
237992	DOTH TAV LOO VEDT	DV-175060	170 76
237332	CTEVENC WALCH VAREN	DV-175065	120.76
237333	TOWNS WALSH, KAKEN	PV-175063	300.75
237334	CARRO INC. OC CUARTER	PV-1/3003	30 .14
237333	EODRES TAYLOR	PV-1/5001	30.00
237996	FORBES, TAILOR	PV-1/5884	20.00
23/99/	KWII, IERRI/ANNA	PV-1/5883	81.00
237998	SIDENSIECKER, CHRISIIN	PV-1/5886	16.00
237999	URIBE, PAOLA	PV-1/5885	14.00
238000	VAN EVERY, SUSAN	PV-175882	23.01
238001	CERTIFIED TRANSPORTATION	PV-175891	4,685.96
00000	DATE OF THE PARTY	PV-175892	8,776.87
238002	ENVIRONMENTAL NATURE CTR	PO-366873	315.00
238003	OC LIFEGUARDS	PO-366854	460.00
238004	TRANSPORTATION CHARTER SERVICE	PV-175895	6,332.50
238005	SO CAL GAS CO	PO-363826	3,263.55
238006	ALMANZA, NADINE	PV-175966	113.48
238007	AP BY THE SEA	PO-366776	3,000.00
		PO-366956	775.00
238008	ATDLE	PO-366863	580.00
encontract resource music	AND HOLD TO COST COST COST COST COST COST COST C	PO-366866	580.00
238009	BENE, CHERI	PV-175968	39.59
238010	BLAKENEY, JUDITH	PV-175967	1,140.56
238011	CHAMBERLAIN, DAVID	PV-175969	2,183.10
238012	COLLINS, CLINT	PV-175970	33.63
238013	COPPAGE, CARRI	PV-175971	9.63
238014	DANCE TEACHER NETWORK	PO-366861	475.00
238015	DIGITALEDALLIANCE	PO-366947	258.00
		PO-366948	645.00
238016	FOURTH DISTRICT PTA	PO-366893	45.00
238017	FRIEDLANDER, DOROTHY	PV-175972	106.49

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Warrant Number	Name of Payee	Reference Number	Amount
020010	GIBSON, CHRISTINE GRANT, TRACY GUTIERREZ, ANGIE M. HAMPTON, CLARK HARRIS, HEIDI HINDMAN, DEEANN KATO, WENDI KIMINAS, ANTHONY KLISTER, PAMELA LAZATIN, BRIANNA MCMORRAN-MAUS, KRISTA MUELLER, TRACY NETH, JESSICA PATEL, BHAVANA SOUTHERN CA AP INSTITUTE TALILI, AARON	DV 175001	239.22
238018	GIBSON, CHRISTINE	PV-1/5991	
238019	GRANT, TRACY	PV-1/55/4	1,924.01 66.28
238020	GUTTERREZ, ANGTE M.	PV-1/59/3	66.28
238021	HAMPTON, CLARK	PV-175975	35.68 45.92
238022	HARRIS, HEIDI	PV-175976	45.92
238023	HINDMAN, DEEANN	PV-175977	21.63 33.63
238024	KATO, WENDI	PV-175979	33.63
238025	KIMINAS, ANTHONY	PV-175978	9.63 33.63
238026	KLISTER, PAMELA	PV-175980	33.63
238027	LAZATIN, BRIANNA	PV-175981	559.59
238028	MCMORRAN-MAUS, KRISTA	PV-175982	280.00
238029	MUELLER, TRACY	PV-175983	294.93
238030	NETH, JESSICA	PV-175984	33.63
238031	PATEL, BHAVANA	PV-175985	17.55
238032	SOUTHERN CA AP INSTITUTE	PO-366745	755.00
238033	TALILI, AARON	PV-175988	9.63
00000	MAY 22 2 143 77 1743 7	DIL TERROR	9.63 33.63
238035	TARGET SPECIALTY PRODUCTS	PO-366281	29.00
238036	TRAN, NAOMI	PV-175987	55.64
238037	UC REGENTS	PO-364502	225.00
238038	TALILI, MAILUMAI TARGET SPECIALTY PRODUCTS TRAN, NAOMI UC REGENTS WIEDEMAN, LORI WILSON, TAMMY	PV-175990	9.63
238039	WILSON TAMMY	PV-175989	46.45
238040	CAPISTRANO UNIFIED SCHOOL DIST	PO-360337	9.63 46.45 73,901.78
	CHLIC-CHICAGO	PO-360334	25,078.69
250041	CHEIC-CHICAGO	PO-360336	16 516 05
228042	CONTINENTAL SALES	PV-175924	16,516.05 1,122.80
230042	CONTINENTAL SALES	DV-175025	959 29
		DV-175925	959.29 1,184.62
		PV-1/3326	1,104.02
		PV-1/592/	1,513.42
		PV-1/5928	1,513.42 513.63 1,205.91 1,329.42
		PV-175930	1,205.91
		PV-175931	1,329.42
		PV-175932	292.83 599.51
		PV-175933	
		PV-175935 PV-175936	660.95
		PV-175936	658.68
		PV-175937	376.72
		PV-175938	793.05
		PV-175939	709.49
		PV-175940	567.00
		PV-175941	358.37
		PV-175942	233.47
		PV-175943	108.84
		PV-175944	14,067.38
238043	DOMINO'S PIZZA	PV-175923	108.84 14,067.38 15,316.00
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Warrant Number	Name of Payee	Reference Number	Amount
238044	DOWNTOWN FORD SALES Hijikata, Shizuka IMAGE ONE TECHNOLOGY SOLUTIONS INDUSTRIAL ELECTRIC SERVICE Kammerman 01, Shawn Mandichak 04, Anne SMART & FINAL	PV-175921	47,665.01
238045	Hijikata, Shizuka	PV-175916	18.73
238046	IMAGE ONE TECHNOLOGY SOLUTIONS	PV-175915	18.73 1,500.00
238047	INDUSTRIAL ELECTRIC SERVICE	PV-175920	727.12
238048	Kammerman 01. Shawn	PV-175922	14.50
238049	Mandichak 04. Anne	PV-175914	19.75
238050	SMART & FINAL	PV-175917	136.53
	AP 2 00 00 0 00 00 00 00 00 00 00 00 00 00	PV-175918	10.76
		PV-175918 PV-175919	15.06
238051	Surrena 87 Ava	DV-175913	200.00
238052	Surrena 87, Ava A Z BUS SALES INC A-1 AWARDS & ENGRAVING	PV-175919 PV-175913 PO-365219 PO-362666	524.67
238052	A-1 AWAPDS & FNCPAVING	PO-362666	283.60
238053	ACORN MEDIA	PO-366849	
230034	ADVANTAGE WEST INVESTMENT	PO-360043	238.56 56,000.05
230033	AMBUTECH INC	DO-364564	62 25
236030	AMBUIECH INC	PO-364564 PO-364594	62.25 90.85
		PO-364534	83.85
		PO-364595 PO-364596	
220052	AMERICAN FLOOR MATS APPLE EDUCATION FINANCE ASSURED FIRE SYSTEMS INC	PO-364336	2 606 50
238057	AMERICAN FLOOR MAIS	PO-366337	401 24
238058	APPLE EDUCATION FINANCE	PO-366629	491.34
238059	ASSURED FIRE SYSTEMS INC	PO-361810	20.00
220000	DRING ING	PO-366430	9,910.00 176.62
238060	BRINKS INC.	PO-361376	2,0.02
238061	CALIFORNIA DEPT. OF EDUCATION CAMCOR INC	PO-366676	2/3.01
		PO-366620	330.58
238063	CDW GOVERNMENT	PO-365905	781.49 3,028.41 781.49
		PO-365967	3,028.41
		PO-365995	781.49 29,861.24
		PO-366005	29,861.24
		PO-366016	769.99 999.05 14,144.80
		PO-366020	999.05
		PO-366044	14,144.80
		PO-366105	781.49 25,932.13
		PO-366517	25,932.13
		PO-366543	3,929.11 3,946.03
	COLORADO TIME SYSTEMS	PO-366792	3,946.03
238065	COMPLETE OFFICE OF CA	PO-360142	68.78
	COLORADO TIME SYSTEMS COMPLETE OFFICE OF CA	PO-360867	138.87
238066	CULVER-NEWLIN	PO-364361	9,828.42
		PO-366139	444.62
		PO-366143	4,310.22
238067	DENAULT'S HARDWARE	PO-362072	304.31
238068	DENAULT'S HARDWARE DENAULT'S HARDWARE DICK BLICK WEST	PO-360867 PO-364361 PO-366139 PO-366143 PO-360093	10.93
238069	DICK BLICK WEST	PO-362898	814.83

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Warrant Number	Name of Payee	Reference Number	Amount
238070	FLINN SCIENTIFIC INC	PO-366542	120.10
230070	FBINN SCIENTIFIC INC	PO-366699	189 05
238071	FREY SCIENTIFIC	PO-366690	499 30
238072	INDEPENDENT LIVING AIDS LLC	PO-366602	164 65
238073	LAGINA CLAY CO	PO-366616	796.22
238074	LAWNMOWERS ETC INC	PO-360100	73.25
238075	LIMOR FRIED	PO-366567	1.199.00
238076	LOCAL JANITORIAL & VACUUM	PO-366029	14.02
238077	FASTECH	PO-362596	725.00
238078	BEACON DAY SCHOOL	PO-361849	8.514.16
		PO-365729	8,276.00
238079	BRADBURY, JOSHUA AND/OR	PO-361236	733.86
238080	EBBING, CURTIS AND/OR MARYAM	PO-361233	945.00
238081	KI YEUNG AND KIM NAM	PO-366420	966.15
238082	PORT VIEW PREPARATORY SCHOOL	PO-361526	5,135.00
		PO-362232	13,840.00
		PO-364843	4,790.00
238083	SUNBELT STAFFING LLC	PO-364086	9,720.00
238084	CLUB Z! IN-HOME TUTORING	PO-363098	6,300.00
238085	EDUPOINT EDUCATIONAL SYSTEMS	PO-364899	7,500.00
238086	MCELROY, JACQUELINE	PV-175945	190.09
238087	MEET THE MASTERS	PO-361230	1,894.10
		PO-362136	2,048.00
		PO-362138	2,729.60
238088	S T A R ACADEMY	PO-362594	110.00
		PO-364258	220.00
238089	VAVRINEK TRINE DAY & CO LLP	PV-175898	1,496.56
238090	CARLSON, WILLIAM WILL	PV-175902	15.00
238091	DARLAND, BRYCE	PV-175903	15.00
238092	ERSHAV, NADEZHDA	PV-175904	15.00
238093	HENNINGS, DAVID J	PV-175905	72.41
238094	HOLLIDAY, SUSAN	PV-175906	10.00
238095	ICHINOSE, CHERIE	PV-175907	15.00
238096	JINDRA, KIMBERLY	PV-175900	516.95
238097	KIMINAS, ANTHONY	PV-175964	41.20
238098	MCCRARY, HEIDI	PV-175908	15.00
238099	MEDINA, ALISSA	PV-175947	153.01
238100	MERCADO, FATIMA	PV-175909	22.00
238101	O'DONNELL, KEVIN	PV-175910	15.00
238102	PLACE, SUSAN	PV-175911	209.51
238103	REYES, MARIA	PV-175948	154.08
238104	RUSINKOVICH, CHERYL	PV-175950	66.34
238105	FLINN SCIENTIFIC INC FREY SCIENTIFIC INDEPENDENT LIVING AIDS LLC LAGUNA CLAY CO LAWNMOWERS ETC INC LIMOR FRIED LOCAL JANITORIAL & VACUUM FASTECH BEACON DAY SCHOOL BRADBURY, JOSHUA AND/OR EBBING, CURTIS AND/OR MARYAM KI YEUNG AND KIM NAM PORT VIEW PREPARATORY SCHOOL SUNBELT STAFFING LLC CLUB Z! IN-HOME TUTORING EDUPOINT EDUCATIONAL SYSTEMS MCELROY, JACQUELINE MEET THE MASTERS S T A R ACADEMY VAVRINEK TRINE DAY & CO LLP CARLSON, WILLIAM WILL DARLAND, BRYCE ERSHAV, NADEZHDA HENNINGS, DAVID J HOLLIDAY, SUSAN ICHINOSE, CHERIE JINDRA, KIMBERLY KIMINAS, ANTHONY MCCRARY, HEIDI MEDINA, ALISSA MERCADO, FATIMA O'DONNELL, KEVIN PLACE, SUSAN REYES, MARIA RUSINKOVICH, CHERYL SANTOKE, MAHFRIN	PV-175952	166.92

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Warrant Number	Name of Payee	Reference Number	Amount
	STEPHENS, DARA	PV-175953 PV-175954 PV-175955 PV-175956 PV-175957	40.66 11.77 24.61 26.75 8.56
238107 238108 238109 238110	TRAN, ANTHONY VARGAS, DAVID WEINSTEIN, MARYBEL WHALEN, ANDREA	PV-175958 PV-175959 PV-175963 PV-175960	56.71 243.96 64.20 123.59
238111 238112 238113 238114	WOLFSON, DONNA YOUNG, JENNA PAGANELLI, JENNIFER 2NDGEAR LLC	PV-175961 PV-175962 PV-175901 PO-366761	
238115 238116	MAKERBOT INDUSTRIES LLC NCS PEARSON INC. PC & MACEXCHANGE	PO-366370 PO-366174 PO-365899	7,397.54 1,041.82 5,252.81
		PO-365903 PO-366009 PO-366050 PO-366055 PO-366064	1,050.56 1,050.56 2,101.13 2,101.13 1,050.56
		PO-366306 PO-366460 PO-366503 PO-366518 PO-366556	1,050.56 3,151.69 1,050.56 2,101.13 1,050.56
238118 238119 238120 238121		PO-366901 PO-366098 PO-360817 PO-366295	4,204.17 316.80 1,254.14 118.53

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Warrant Number	Name of Payee	Reference Number	Amount
238122	SMART & FINAL		
230122	SPIARI & FINAL	PO-360519	10.97
		PO-360546	42.46
		PO-360547	570.10
		PO-360547	87.49
		PO-360571	35.20
		PO-360919	361.48
		PO-360923	22.72
		PO-361220	89.23
		PO-362237	156.65
		PO-362309	43.08
		PO-362538	64.81
		PO-362585	560.58
		PO-362850	84.70
		PO-363387	106.03
		PO-364577	53.06
		PO-365020	315.11
		PO-365201	62.97
238123	SMART & FINAL	PO-365201	38.57
		PO-365277	324.78
		PO-365489	115.04
		PO-365686	124.62
		PO-365706	275.71
		PO-365860	260.67
		PO-365880	52.82
		PO-366500	8.89
238124	SNAP-ON TOOLS INDUSTRIAL	PO-366223	7,097.93
	STAPLES BUSINESS ADVANTAGE	PO-365921	838.65
		PO-366119	992.38
		PO-366673	167.11
		PO-366894	178.87
238126	THERAPRO INC.	PO-366593	44.45
238127	U.S. POSTAL SERVICE (HASLER)	PO-360931	20,000.00
238128	VICTORY PADDLE/SCHOOL PASSES	PO-366791	100.95
238129	WARD'S	PO-366426	4,200.02
238130	WESTED	PO-366726	1,700.00
238131	CERTIFIED TRANSPORTATION	PV-175934	1,327.12
	FOLLETT SCHOOL SOLUTIONS INC	PO-366710	199.00
238133	HOWARD TECHNOLOGY SOLUTIONS	PO-365969	24.50
		PO-365996	147.00
		PO-366562	465.50
238134	JFK TRANSPORTATION CO INC	PV-175929	1,334.65
238135	KUTA SOFTWARE LLC	PO-365965	341.00
238136	MAIL FINANCE	PO-360653	4,349.82
238137	OCEAN INSTITUTE	PO-365744	730.00

Board of Trustees Warrant Listing
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Warrant Number	ORANGE COUNTY DEPT OF EDUC BENS ASPHALT BOWIE ARNESON KADI WILES CITY OF SAN CLEMENTE MOULTON NIGUEL WATER SAN DIEGO GAS & ELECTRIC SANTA MARGARITA WATER SCHNEIDER ELECTRIC BUILDINGS SO CAL GAS CO SOUTH COAST WATER DISTRICT SOUTHERN CALIFORNIA EDISON CJK CONSTRUCTION MANAGEMENT CJK CONSTRUCTION MANAGEMENT COX COMMUNICATIONS MAXI AIDS MISSION AUTO SERVICE MITCHELL1 MOBILE FLEET WASH NATIONAL SCIENCE TEACHERS ASSN O'REILLY AUTOMOTIVES INC OFFICE DEPOT PAR INC PARKHOUSE TIRE INC. PEP BOYS PINNACLE PETROLEUM INC PITNEY BOWES PRESORT SERV INC PRO-ACTIVE SAFETY SUPPLY R J COOPER & ASSOC INC	Reference Number	Amount
220120	ODANGE COUNTRY DEDT OF EDUC	DO 200100	450.00
230130	DENG ACRUATE	DO-361133	41 201 00
230133	DONTE ADMECON MADE WILDS	PO-364433	1 075 50
238140	BOWIE ARNESON RADI WILLS	PO-360057	1,075.50
238141	CITY OF SAN CLEMENTE	PO-360091	8,056.72
238142	MOULTON NIGUEL WATER	PO-360111	15,708.97
238143	SAN DIEGO GAS & ELECTRIC	PO-360310	75,102.49
238144	SANTA MARGARITA WATER	PO-360112	4,648.61
238145	SCHNEIDER ELECTRIC BUILDINGS	PO-364862	1,159,950.00
238146	SO CAL GAS CO	PO-360224	4,367.96
238147	SOUTH COAST WATER DISTRICT	PO-360113	5,652.59
238148	SOUTHERN CALIFORNIA EDISON	PO-360309	51,583.08
238149	CJK CONSTRUCTION MANAGEMENT	PO-361287	25,600.00
238150	CJK CONSTRUCTION MANAGEMENT	PO-361288	13,600.00
		PO-361290	30,720.00
238151	ORANGE COUNTY REGISTER	PO-360478	606.00
238152	CJK CONSTRUCTION MANAGEMENT	PO-361289	11,340.00
238153	COX COMMUNICATIONS	PO-360163	23,190.67
		PO-365688	1.05
		PO-366164	4,909.16
		PO-366165	19,239.92
238154	MAXI AIDS	PO-366621	112.35
238155	MISSION AUTO SERVICE	PO-362652	868.80
238156	MITCHELL1	PO-361466	1,099.00
238157	MOBILE FLEET WASH	PO-362167	973.00
238158	NATIONAL SCIENCE TEACHERS ASSN	PO-366622	358.45
238159	O'REILLY AUTOMOTIVES INC	PO-361832	199.59
		PO-365364	170.41
238160	OFFICE DEPOT	PO-360696	17.23
		PO-361167	170.30
		PO-365395	185.47
		PO-365423	104.23
		PO-366583	137 70
238161	PAR INC	PO-366810	356.40
238162	PARKHOUSE TIRE INC	PO-362081	330.75
238163	DED BOAS	PO-360814	325 48
238164	DINNACLE DETPOLEIM INC	DO-363656	19 834 57
238165	DITNEY BOWER DEFONT REDU INC	PO-360939	324 29
230105	DDO-ACTIVE CAPETY CUDDLY	PO-366730	4 560 60
230100	P I COORED & ACCOUNTS	PO-366730	100.00
230107	R G COOPER & ASSOC INC	PO-365696	00.12
		DO-365607	89.35
		DO-366349	09.33
		PO-366267	105 25
		PO 366330	103.23
		PO-366330 PO-366406	100 10
		PU-366406	100.12

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Warrant Number	Name of Payee	Reference Number	Amount
238168	ROMAINE ELECTRIC CORP	PO-362496	387.90
		PO-360106	349.15
238170		PO-361087	533.98
238171	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-360292	97.47
		PO-360295	6.98-
		PO-360298	27.45
		PO-360306	29.42
		PO-360633	157.85
		PO-360714	42.90
		PO-360716	1,187.10
		PO-360738	87.86
		PO-360739	103.70-
		PO-360743	167.10
		PO-360758	282.90
		PO-360767	123.87
		PO-360824	311.40
		PO-361119	94.57
		PO-361123	1,154.00
		PO-361641	70.48
		PO-362056	197.82-
		PO-364435	17.42
		PO-365403	8.20
		PO-365594	99.35
		PO-365756	62.13
		PO-365941	195.96
		PO-365951	23.56
		PO-366156	213.35
		PO-366167	278.53
		PO-366176 PO-366724	1,538.65
238172			199.91
238173	SPICERS PAPER	PO-360622	2,401.59
		PO-366924	8,661.42
238174	TADPOLE ADAPTIVE LLC	PO-366271	150.50
238175	THINKING MAPS	PO-365986	3,997.54
	TRUCPAR CO	PO-361580	1,308.09
238177	TUTTLE-CLICK FORD	PO-363300	1,498.95
238178	VORTEX INDUSTRIES INC.	PO-366998	2,734.92
238179	WARDS SCIENCE	PO-366626	225.22
020700	COMPANY THE MEGINIOLOGIES THE	PO-366642	332.15
238180	WATERLINES TECHNOLOGIES INC	PO-362619	1,592.17
220101	COLUMNECE COLOOL COERTCE CURRY	PO-364717	1,653.86
238181	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-361320	1,051.60 32.54-
220102	ALTERNATIVE COMM CUCC	PO-361323	32.54-
238182	ALTERNATIVE COMM SVCS	PO-360065	12,020.00
238183	AMABILE, NORMAN AND ANITA	PO-364215	12,020.00

WARRANT LISTING

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Warrant Number	Name of Payee	Reference Number	Amount
		PO-363806	1,614.66
230104			
220105	CROWD BORERT AND WIRCINIA	PO-364126 PO-364128	202.50
238185	CROWE, ROBERT AND VIRGINIA	PO-364128	202.50
238186	DISCOVERY RANCH FOR GIRLS DUANE YOSHIMURA AND TINA LEE	PO-364532	13,100.00 3,720.00
238187	DUANE YUSHIMUKA AND TINA LEE	PO-362405	3,720.00
238188	FINELT, MICHAEL AND VICKI GOODWILL INDUSTRIES OF ORANGE	PO-362245	8,475.00 2,600.00
238189	GOODWILL INDUSTRIES OF GRANGE	PO-363640	
000000		PO-366952	7,393.75
238190	JIM AND LEE ANN ADDISON	PO-362398	375.00
238191	JIM AND LEE ANN ADDISON JULIE RIFFE AND JACKIE RIFFE MARK AND KATHRYN DANIELS	PO-366474	7,950.00 3,829.83
238192	MARK AND KATHRYN DANIELS	PO-365299	3,829.83
238193	NEW HAVEN YOUTH & FAMILY	PO-361310	3,230.00 17,893.33
		PO-361313	17,893.33
		PO-364487	2,835.00
		PO-365224	2,835.00
		PO-365494	200.00
		PO-365827	1,350.00
		PO-366075	1,350.00 3,024.00 11,538.00
		PO-366777	11,538.00
238194	PERKINS SCHOOL FOR THE BLIND	PO-361923	19,442.78
238195	PORT VIEW PREPARATORY SCHOOL	PO-361525	3 612 10
		PO-361856	11,175.00
		PO-362233	2,970.00
		PO-364421	2,970.00 11,430.00
238196	RADZINS, JOHN & MEREDITH	PO-364104 PO-364937	333.84
238197	ROD AND COLETTE FOSTER SALAMIRAD, ALI & JODY SPECTRUM CENTER ROSSIER PARK	PO-364937	568.47
238198	SALAMIRAD, ALI & JODY	PO-363659	1,930.94 3,880.28
238199	SPECTRUM CENTER ROSSIER PARK	PO-365419	3,880.28
		PO-365829	1,497.24
		PO-366284	555 44
238200	STAFFREHAB	PO-366740	1,800.00
238201	STEVEN AND MELANIE SMITH	PO-362987	682.50
238202	SUNBELT STAFFING LLC	PO-364086	6,480.00 11,250.00
		PO-365306	11,250.00
238203	AP BY THE SEA	PV-176087	775.00
		PV-176088	800.00
238204	SOUTH ORANGE COUNTY ECONOMIC	PO-366994	500.00 121.32 1.250.00
238205	FUNAOKA, MARY	PO-366881	121.32
238206	JULIE CHIAVERINI	PO-366880	1,250.00
238207	LCRA TRUST	PO-361283	525.00
238208	SOUTH ORANGE COUNTY ECONOMIC FUNAOKA, MARY JULIE CHIAVERINI LCRA TRUST MEET THE MASTERS	PO-360050	3,439.28
	Management State of S	PO-360053	1,763.49
		PO-360056	2,126.64
238209	CORVEL CORPORATION	PO-360343	179,635.03
238210	CAPISTRANO UNIFIED SCHOOL DIST	PO-360337	63,368.59
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Warrant Number	Name of Payee	Reference Number	Amount
238211	ACCU TRAIN CORPORATION CAL WEEKLY EXPLORER INC DEPARTMENT OF JUSTICE HOWARD TECHNOLOGY SOLUTIONS LARSEN, DIANA M. OCEAN INSTITUTE ORANGE COUNTY DEPT OF EDUC ORANGE COUNTY DEPT OF EDUCATIO ACTION SALES	PO-366876	295.00
238212	CAL WEEKLY EXPLORER INC	PO-363692	690.00
238213	DEPARTMENT OF JUSTICE	PO-360561	6,534.00
238214	HOWARD TECHNOLOGY SOLUTIONS	PO-366394	24.50
		PO-366453	24.50
		PO-366527	73.50
		PO-366668	24.50
238215	LARSEN, DIANA M.	PO-367003	544.60
238216	OCEAN INSTITUTE	PO-363041	1,095.00
238217	ORANGE COUNTY DEPT OF EDUC	PO-365159	932.50
238218	ORANGE COUNTY DEPT OF EDUCATIO	PO-365751	432.00
238219	ACTION SALES	PV-176005	1,443.85
		PV-176006	1,443.85
		PV-176007	1,443.85
		PV-176008	2,806.89
		PV-176009	1,443.85
238220	Farias, Gabriela	PV-176012	67.41
238221	MILLER MECHANICAL	PV-176010	225.00
238222	Na, Jacqueline	PV-176013	33.71
238223	Farias, Gabriela MILLER MECHANICAL, Na, Jacqueline Ortiz, Hilda SMART & FINAL ZAMARRIPA, LORENA CERVANTES-MANZANARES, JENNIFER CROSS. MELINDA	PV-176015	77.04
238224	SMART & FINAL	PV-176014	32.55
238225	ZAMARRIPA, LORENA	PV-176016	67.95
238226	CERVANTES-MANZANARES, JENNIFER	PV-175992	40.66
238227	CROSS, MELINDA	PV-175993	205.44
238228	GEBAUER, GILLIAN	PV-175994	32.10
238229	KIMINAS, ANTHONY	PV-175995	133.22
		PV-175996	143.38
238230	LEWIS, DAWN	PV-175997	34.24
238231	OLVERA, ANGELA	PV-175998	44.94
238232	RENANI, MEHRANGIZ ZAMANI	PV-176035	9.63
238233	RUSSOMANNO, ANTHONY	PV-175999	63.13
238234	SELIKSON, DEBBIE	PV-176000	34.25
238235	STAYBERG, BRITTANY	PV-176001	120.38
238236	STEVER, JANELLE	PV-176002	92.02
000000	MATTER 1/2 TITLE T	PV-176072	81.32
238237	CERVANTES-MANZANARES, JENNIFER CROSS, MELINDA GEBAUER, GILLIAN KIMINAS, ANTHONY LEWIS, DAWN OLVERA, ANGELA RENANI, MEHRANGIZ ZAMANI RUSSOMANNO, ANTHONY SELIKSON, DEBBIE STAYBERG, BRITTANY STEVER, JANELLE TALILI, MAILUMAI TAYNE, JULIE THACKER, TEGAN TODD, MARY TRAN, NAOMI TUNULI, JESSICA WAGNER, MARK	PV-1/6003	201.15
238238	TAINE, JULIE	PV-176004	70.44
238239	TODD MARY	DA 120016	38.52
238240	TODD, MAKI	PV-176018	3.21
238241	TRAN, NAUMI	PV-176019	110 22
230242	HACKED MADY	EV-176020	212 02
238243	WAGNER, MARK	EV-1/6024	213.03

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Warrant Number	Name of Payee	Reference Number	Amount
	WALLACE, TIFFANY	CM-170200	34.24-
230244	WALLACE, IIFFANI	DV-176047	12 24
		PV-176047 PV-176053	43.34 6.42 10.70 10.70
		PV-176053	10.70
		PV-176054	10.70
220245	WEIS-DAUGHERTY, DENISE WELLS, CHARLENE	PV-176033	101.66
230243	WEIS-DAUGHERTY, DENISE WELLS, CHARLENE WHALEN, ANDREA WRAY, ALLISON ADAMSON, CORAL ANTONIUS, LYNDA ARNAUD, CHELSEA BACOPULOS, DANA BELIGAN, JACQUELINE BELSHE, RIKI BROOKMAN, JOSEPH	DV-176027	7.49
230240	WEDES, CHARDENE	PV-176026	07 01
230247	WHALEN, ANDREA	PV-176029	97.91 196.89
230240	ADAMONI CODAT	PV-176030	41.20
230243	ANTONITIE LYNDA	DV-176022	55.64
230230	ADMAID CUELCEA	PV-176025	86.67
230231	PACODITOS DANA	PV-176025	115.02
230232	DELICAN TACOURITME	PV-176026	50.82
230253	DELIGAN, DACQUELINE	PV-176031	43.87
230234	DEDOUMNN JOSEPH	PV-176032	
238255	BROOMAN, JOSEPH	PV-176034	45.53 141.24
220256	DUCKWANI TENNITEED	PV-176036	
238256	CANDELARIO MALA	PV-176073	70.08 76.50
238257	CONDULTY VAY	PV-176037	76.50
238258	CONNOLLY, KAY	PV-176038	9.63 127.33 41.73 131.61 79.71 288.90
238259	CORTEZ, KOXANNE	PV-176040	127.33
238260	CKUZ, DELIA	PV-1/6041	41.73
238261	CURIEL, MICHELE	PV-1/6042	131.61
238262	CURLEY, JULIE	PV-176043	79.71
238263	ELKINS, KAREN	PV-176044	288.90
238264	FAUTUA, CARON	PV-176045	21.40
238265	FINMAN, MARIE	PV-176046	55.64
238266	FRIEDLAND, REBECCA	PV-17604B	13.91
238267	FRIEDLANDER, DOROTHY	PV-176049	149.27 35.84
238268	GLASSEN, NINA	PV-176050	35.84
238269	GONG, PHOEBE	PV-176051	86.67
238270	GUINAN, ELLEN	PV-176056	22.47
238271	HALE, AUBREE	PV-176057	4.28 219.88
238272	HALL, SHELLA	PV-176058	219.88
238273	HANAFORD, LAURA	PV-176059	73.29 207.05
238274	HARDOS, BARBARA	PV-176060	
238275	HERTZ, JANA	PV-176061	47.62
238276	HEUSER, RACHEL	PV-176063	172.80
238277	HORTON, RACHAEL	PV-176064	126.80
238278	IMSLAND, TRACEY	PV-176065	43.87
238279	KATO, WENDI	PV-176066	47.08 53.50
238280	KIMMELL, JULIE	PV-176066 PV-176069 PV-176067 PV-176068	
238281	KLISTER, PAMELA	PV-176067	75.97
00000	BROOKMAN, JOSEPH BUCKMAN, JENNIFER CANDELARIO, MYLA CONNOLLY, KAY CORTEZ, ROXANNE CRUZ, DELIA CURIEL, MICHELE CURLEY, JULIE ELKINS, KAREN FAUTUA, CARON FINMAN, MARIE FRIEDLAND, REBECCA FRIEDLANDER, DOROTHY GLASSEN, NINA GONG, PHOEBE GUINAN, ELLEN HALE, AUBREE HALL, SHEILA HANAFORD, LAURA HARDOS, BARBARA HERTZ, JANA HEUSER, RACHEL HORTON, RACHAEL IMSLAND, TRACEY KATO, WENDI KIMMELL, JULIE KLISTER, PAMELA	PV-176068	69.55
238282	KOLENIC, NICOLE	PV-176070	121.98

Board of Trustees Warrant Listing
====== Fiscal Year: 2016-17 =======
Board of Trustees Meeting....JUNE 7, 2017

Warrant Number	Name of Payee	Reference Number	Amount
	LACHEMANN, DINA	PV-176071	57.25
238284	LONERO, TIFFANY	PV-176074	111.82
238285	MARINO, ANJULI	PV-176075	136.43
238286	MCCARTHY, JOHN	PV-176076	62.60
238287	MURPHY, MARISSA	PV-176077	79.19
238288	NELSON, SHARI	PV-176078	71.16
238289	NEYRA-REYES, NANCY	PV-176080	70.62
238290	PARSI, HOUPAND	PV-176079	12.84
238291	REISCHL, VIRGINIA	PV-176081	63.13
238292	ROCHE, ANN	PV-176082	185.65
238293	RODRIGUEZ, EDITH ADRIANA LEON	PV-176083	92.56
		PV-176084	65.81
238294	ROMBERG, STEPHANIE	PV-176085	146.06
238295	ROSO, MICHELLE	PV-176086	89.88
238296	COPE, MARY	PV-176039	109.68
238297	HARMAN, NANCY	PV-176062	
	50	2 Warrants	\$3,522,611.82

Capistrano Unified School District Bids/RFP-Os/Piggyback Bids

	Rids/RFP-Qs/Piggyback Bids	CUCD BOARD
		CUSD BOARD APPROVAL
VENDOR	TITLE	DATE
Above All Names Construction		
Services, Incorporated	Bid No. 1617-11, Concrete Repairs & Maintenance	3/8/2017
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	6/24/2015
American Logistics Co., LLC	Bid No. 1415-02 - Outsource Transportation Service	6/11/2014
AMG NETT I	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software,	5 (25 (2011
AMS.NET Inc.	Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET, Inc.	RFP No. 1-1617 - E-Rate Multiple Categories	5/25/2016
AMS.NET, Inc. Apex Learning, Inc.	RFP No. 1-1718 - E-Rate Categories One-Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services. Awarded Category 2 RFP No. 6-1314, Credit Recovery Services	4/19/2017 4/23/2014
Tipex Learning, me.		4/23/2014
Arizona Continental Flooring Co.	California Multiple Award Schedule (CMAS) Contract Nos. 4-15-56-0059A and 4-08-72-0003G for Flooring Material and Related Services	4/19/2017
ASSI Security	California Multiple Award Schedule (CMAS) Contract No. 4-16-84-0054A, Provides for the Purchase, Installation, and Warranty of Access Control Systems and Related Componets	12/14/2016
ATI Architects and Engineers	RFP NO. 4-1617 - Architectural Services	4/19/2017
Ben's Asphalt, Inc. Ben's Asphalt, Inc.	Bid No. 1516-25 Asphalt Paving, Seal Coating and Repair Bid No. 1617-11, Concrete Repairs & Maintenance	5/11/2016 3/8/2017
Blue Violet Networks, LLC	California Multiple Award Schedule (CMAS) Contract No. 3-16-84-0052A, Supplement No. 1 for Purchase and Warranty of Video Surveillance Hardward, Maintenance, Software and Software Maintenance as a Product	11/16/2016
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
Carahsoft Technology Corp.	California Multiple Award Schedule (CMAS) Contract No. 3- 12-70-2247E for Various Information Technology Goods and Services	4/19/2017
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-Os/Piggyback Bids

	Rids/RFP-Qs/Piggyback Rids	~~~~
VENDOR	TITLE	CUSD BOARD APPROVAL DATE
	Magnolia School District Bid No. MSIT3 - #1-23-2014 -	
CDW Government, LLC	Technology Equipment and Peripherals	12/9/2015
Clear Source IT	RFP No. 1-1617 - E-Rate Multiple Categories	5/25/2016
Concepts School and Office	Hawthorne School District Bid No. 13-14-1, Furniture and	- 100 100 1 A
Furnishings	Accessories	5/28/2014
Consolidated Electrical Distributors	Bid No. 1415-03 Electrical Supplies and Materials	6/11/2014
ConvergeOne	RFP No. 1-1718 - E-Rate Categories One - Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services 2017-2018 - Awarded SMARTNET, Without Maintenance and Project Management, Nexus and Firewall, and Nexus and Firewall Basic Maintenance	4/19/2017
Cox Business	RFP No. 1-1718 - E-Rate Categories One-Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services. Awarded Category 1	4/19/2017
Cox Communications California, LLC Cox California Telcom, LLC	RFP No. 10-1314 Wide Area Network Services	3/12/2014
Cox Business, OC/PV/SB	RFP No. 1-1617 - E-Rate Multiple Categories	5/25/2016
CR&R	Bid No. 1516-24 - Service to Collect, Recycle, and Dispose of Solid Waste District Wide	5/25/2016
Culver-Newlin	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
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
Davy Architects	RFQ No. 4-1617 - Architectural Services	4/19/2017
Dell Computer	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance (WSCA) Contract No. MNWNC-108 awarded to Dell Marketing L.P, California Participating addendum, Computer Equipment, Peripherals, and Related	7/17/2017
(Dell Marketing LP)	Services.	10/28/2015
Dimension Data	RFP No. 1-1617 - E-Rate Multiple Categories	5/25/2016
Desert Communications	RFP No. 1-1617 - E-Rate Multiple Categories	5/25/2016
Digital Networks Group, Inc.	California Multiple Award Schedule (CMAS) Contract No. 4-14-58-0074A, for Non Information Technology Goods	9/23/2015

Capistrano Unified School District Bids/RFP-Os/Piggyback Bids

	Bids/RFP-Qs/Piggyback Bids	CUCD DOADD
VENDOR	TITLE	CUSD BOARD APPROVAL DATE
	California Multiple Award Schedule (CMAS) Contract	
	Numbers 3-14-58-0215D, 3-14-58-0215E, 3-14-58-0215F for	
Digital Networks Group, Inc.	Informtion Technology Goods & Services	10/14/2015
	Redlands Unified School District Bid No. 4-11 Furniture,	
Diversified Metal	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
	State of California Contract #1-16-23-10 A-I, Fleet Vehicles	
Downtown Ford Sales	Cars	8/17/2016
	State of California Contract #1-16-23-20 A-J, Fleet Vehicles	
Downtown Ford Sales	Trucks	3/23/2016
	State of California Contract #1-16-23-23 A-H, Fleet Vehicles -	
Downtown Ford Sales	Vans & SUVs	8/17/2016
E. Stewart & Assoc, Inc.	Bid No. 1516-04 - Weed Abatement	6/10/2015
	State of California Contract #1-16-23-10 A-I, Fleet Vehicles	
Elk Grove Auto Group	Cars	8/17/2016
	State of California Contract #1-16-23-20 A-J, Fleet Vehicles	2/22/2017
Elk Grove Auto Group	Trucks	3/23/2016
Elle Corres Areta Corres	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	0/17/0016
Elk Grove Auto Group	State of California Contract #1-16-23-10 A-I, Fleet Vehicles	8/17/2016
Elk Grove Ford	Cars	8/17/2016
EIR Glove Fold	State of California Contract #1-16-23-20 A-J, Fleet Vehicles	0/17/2010
Elk Grove Ford	Trucks	3/23/2016
Lik Glove I old	State of California Contract #1-16-23-23 A-H, Fleet Vehicles -	3/23/2010
Elk Grove Ford	Vans & SUVs	8/17/2016
EIR GIOVE I GIG	California Multiple Award Schedule Contract (CMAS)	0/17/2010
	Contract No. 3-14-70-3108A, GSA Schedule No. GS-35F-	
	0511T, Purchase and Warranty of Hardware and Software,	
Epic Machines, Inc.	Software Maintenance and Installation of Cisco Brand Products	10/22/2014
Epic Machines, Inc.	RFP No. 1-1617 - E-Rate Multiple Categories	5/25/2016
•	California Multiple Award Schedule (CMAS) Contract No. 3-	
	07-70-2382A, General Services Administration Schedule No.	
Extron Electronics	GS-35F-4545G, Information Technology Goods and Services	7/9/2014
	State of California Contract #1-16-23-20 A-J, Fleet Vehicles	
Fred M. Boerner Motor Co.	Trucks	3/23/2016
	State of California Contract #1-16-23-10 A-I, Fleet Vehicles	
Freeway Toyota	Cars	8/17/2016
	State of California Contract #1-16-23-20 A-J, Fleet Vehicles	
Freeway Toyota	Trucks	3/23/2016
	State of California Contract #1-16-23-23 A-H, Fleet Vehicles -	
Freeway Toyota	Vans & SUVs	8/17/2016

Capistrano Unified School District
Rids/RFP-Os/Piggyback Rids

	Bids/RFP-Qs/Piggyback Bids	
VENDOR	TITLE	CUSD BOARD APPROVAL DATE
, 23, 2021	Bid No 1415-17 Movement and Reconfiguration of Relocatable	
GA Dominguez	Buildings	2/11/2015
Galasso's Bakery	Bid No. 1415-05, Fresh Bakery and Bread Products	6/25/2014
Ghatoade Bannon Architects	RFP No. 4-1617 - Architectural Services	4/19/2017
GigaKOM	RFP No. 1-1617 - E-Rate Multiple Categories	5/25/2016
	Bid No. 1617-07, Electrical, Fire Protection & Low Voltage	
Gilbert & Stearns, Inc.	Systems Service	12/14/2016
Golden Star Technology, Inc dba		
GST	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
HMC Architects	RFP No. 4-1617 - Architectural Services	4/19/2017
Hollandia Dairy	Bid No. 1617-19, Milk and Dairy Products	4/19/2017
Howard Technology Solutions, a		
Division of Howard Industries, Inc.	Bid No. 1415-12, Chromebooks	7/23/2014
JL Cobb Painting	Bid No. 1314-21 Painting Services	3/12/2014
KYA Services, LLC	14-72-0057A, GSA Schedule No. GS-27F-0504H, Purchase, Warranty, and Installation of Floor Covering and Related Products	9/24/2014
Liberty Paper	Anaheim Union High School District Bid No. 2016-09 - Multi- Purpose Copy Paper	4/27/2016
LPA, Inc	RFP No. 4-1617 - Architectural Services	4/19/2017
MGPA Architecture	RFP No. 4-1617 - Architectural Services	4/19/2017
Office Depot	Newport-Mesa Unified School District Bid No. 114-15 Office & School Supplies and Equipment District Wide	5/13/2015
Ogletree, Deakins, Nash, Stoak & Steart, PC	RFQ No. 6-1516 Whistleblower Policy Investigative Law Firm	6/22/2016
PBK Architects	RFQ No. 4-1617 - Architectural Services	4/19/2017
PJHM Architects, Inc.	RFP No. 4-1617 - Architectural Services	4/19/2017
P&R Paper Supply Co.	Bid No. 1516-01 Paper and Plastic Products for Food and Nutrition Services	6/24/2015
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1516-03, Plumbing Services	6/22/2016
Paragon	RFP No. 1-1718 - E-Rate Categories One - Data Transmission Services and Internet Access and Two - Internal Connections Equipment and Services 2017-2018 - Awarded Category 2	4/19/2017

Capistrano Unified School District
Rids/RFP-Os/Piggyback Rids

	Bids/RFP-Qs/Piggyback Bids	CHICK DO L DD
		CUSD BOARD
VENDOD	THEFT IS	APPROVAL
VENDOR	TITLE	DATE
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
	Newport Mesa USD Bid No. 108-16: Fuel (Gasoline and	
Pinnacle Petroleum Inc.	Diesel)	10/26/2016
Q Fence and Fabrication,		
Incorporated	Bid No. 1516-05 Fence Repairs and Maintenance	6/10/2015
	State of California Contract #1-16-23-20 A-J, Fleet Vehicles	2/22/2015
Riverview International	Trucks	3/23/2016
	California Multiple Award Schedule (CMAS) Contract No. 4-	
Robertson Industries, Inc.	11-78-0003C for Playground Surfacing and Related Services	4/19/2017
	California Multiple Award Schedule Contract No. 3-14-70-	
SASCO	2535C for Telecommunications Hardware and Related Services	4/19/2017
	DED No. 2 1617. Leaving Management Contain Coffman	
	RFP No. 3-1617 - Learning Management System. Software and	
C-h1 I	Services to Support Course Management and a Virtual Learning Environment	4/10/2017
School Loop	State of California Contract #1-16-23-10 A-I, Fleet Vehicles	4/19/2017
Selma Nissan	Cars	8/17/2016
Schila IVISSAII	State of California Contract #1-16-23-20 A-J, Fleet Vehicles	0/17/2010
Selma Nissan	Trucks	3/23/2016
Doma i ussui	State of California Contract #1-16-23-23 A-H, Fleet Vehicles -	3/23/2010
Selma Nissan	Vans & SUVs	8/17/2016
SHI International Corp.	Simi Valley USD RFP 10-14-14 Microsoft Products	2/11/2015
T T	Corona-Norco Unified School District Bid No. 2015/16-006 -	_,, ,
Southwest School Supply	JIT Classroom & Office Supplies	2/24/2016
	County of Orange Master Agreement No. MA-017-13011174,	
Sparkletts	Bottled Water	7/24/2013
	State of California Contract #1-16-23-10 A-I, Fleet Vehicles	
Swift Superstore	Cars	8/17/2016
•	State of California Contract #1-16-23-20 A-J, Fleet Vehicles	
Swift Superstore	Trucks	3/23/2016
_	State of California Contract #1-16-23-23 A-H, Fleet Vehicles -	
Swift Superstore	Vans & SUVs	8/17/2016
Troxell Communications, Inc	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Val-Pro, Inc., dba Valley Fruit &	Bid No. 1617-05 Fresh Produce (Fruits & Vegetables) Products	
Produce Co.	and Services	9/28/2016

Capistrano Unified School District

Ride	RFP.	Os/Piggyback Bids
	1/1 -/	JS/ ISS VIIICK DIUS

	Bids/RFP-Qs/Piggynack Bids	CUSD BOARD
TIPLID OD	mymy p	APPROVAL
VENDOR	TITLE California Multiple Assent Schodule (CMAS) Contract Nee 2	DATE
	California Multiple Award Schedule (CMAS) Contract Nos. 3-08-70-0876Y, 3-11-70-0876AG, 3-13-70-0876AL, 3-15-70-	
	0876AM, 3-15-84-0018B, 3-16-70-2382B, 3-11-70-0876AK,	
	03-01-70-0879H, 03-08-70-0876W and 3-16-84-0018C,	
	General Services Administration Schedule Nos. GS-35F-	
	0505U, GS-35F-0563U, GS-35F-0308U, GS-35F-0511T, GS-	
	07F-0206W, GS-35F-183DA, GS-35F-0143R, GS-35F-4748G,	
	GS-35F-0814N and GS-07F-0200W respectively, Information	
Vector Resources, Inc.	Technology Goods and Services	12/14/2016
	RFP No. 1-1718 - E-Rate Categories One - Data Transmission	
	Services and Internet Access and Two - Internal Connections	
Vector USA	Equipment and Services 2017-2018. Awarded Category 2	4/19/2017
Vertical Transport, Inc.	Bid No. 1415-08 - Elevator Service	12/10/2014
Ward's Media Technology	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
	Los Angeles Unified School District Bid Contract No	
Waterline Technologies, Inc	4400003040 for Swimming Pool Chemicals	7/22/2015
	1516-08 Districtwide Roof Assessments & Preventative Roof	
Weatherproofing Technologies	Maintenance	9/9/2015
West Coast Arborists, Inc.	Bid No. 1617-02, Tree Trimming Maintenance Service	1/25/2017
	State of California Contract #1-16-23-10 A-I, Fleet Vehicles	
Winner Chevrolet	Cars	8/17/2016
	State of California Contract #1-16-23-20 A-J, Fleet Vehicles	
Winner Chevrolet	Trucks	3/23/2016
	State of California Contract #1-16-23-23 A-H, Fleet Vehicles -	
Winner Chevrolet	Vans & SUVs	8/17/2016
WLC Architect	RFP No. 4-1617 - Architectural Services	4/19/2017
	State of California Contract #1-16-23-10 A-I, Fleet Vehicles	
Wondries Fleet Group	Cars	8/17/2016
W. I. Fl. C	State of California Contract #1-16-23-20 A-J, Fleet Vehicles	2/22/2016
Wondries Fleet Group	Trucks State of Colifornia Contract #1, 16, 22, 22, A. H. Floot Volciolog	3/23/2016
Winner Chevrolet	State of California Contract #1-16-23-23 A-H, Fleet Vehicles - Vans & SUVs	8/17/2016
The cheviolet	1617-07, Electrical, Fire Protection & Low Voltage Systems	0/17/2010
X-Act Technology Solutions Incorp	Service	12/14/2016
Zonar Systems, Inc.	RFP No. 1-1415, Global Positioning System	7/23/2014

112650	A & R WHOLESALE DISTRIBUTORS	2,279,390.56
001018	A Z BUS SALES INC	915,179.06
146968	ABOVE ALL NAMES CONSTRUCTION	331,610.45
152532	ADVANTAGE WEST INVESTMENT	658,853.52
112173	ALLIANCE OF SCHOOLS FOR	2,055,737.00
120139	AMERICAN LOGISTICS COMPANY LLC	372,570.00
004090	APPLE COMPUTER INC	366,767.25
058875	ATKINSON ANDELSON LOYA	791,603.20
049767	BENS ASPHALT	859,035.30
146047	BOYS TOWN CALIFORNIA INC.	360,504.60
118161	CAPISTRANO CONNECTIONS ACADEMY	17,381,289.00
120141	CAPISTRANO UNIFIED SCHOOL DIST	3,127,203.04
151411	CAPISTRANO USD	378,510.53
106764	CDWG Inc	2,117,864.89
043026	CIGNA	415,234.38
018870	CITY OF SAN CLEMENTE	288,110.41
150903	CITY OF SAN JUAN CAPISTRANO	270,114.59
152548	CJK CONSTRUCTION MANAGEMENT	671,068.00
146265	COMMUNITY ROOTS ACADEMY	3,349,024.00
154142	CORVEL ENTERPRISE COMP	341,708.00
122828	CORVEL ENTERPRISE COMP INC	2,638,121.60
112600	COX COMMUNICATIONS	504,479.25
024000	CULVER-NEWLIN	485,977.71
105883	DAVE BANG ASSOCIATES	336,736.21
130403	DOMINO'S PIZZA	260,122.56
150706	EPIC MACHINES INC.	427,468.55
152838	FASTECH	350,383.86
149926	G.A. DOMINGUEZ	379,145.42
059154	HERITAGE SCHOOLS INC	352,526.45
122820	HMC	681,594.63
130047	HOLLANDIA DAIRY INC.	523,659.94
041995	HOUGHTON MIFFLIN CO	2,428,512.09
148747	ILLUMINATE EDUCATION INC.	259,111.00
150402	J.L. COBB PAINTING	328,510.91
105873	JOURNEY CHARTER SCHOOL	2,493,378.00
145791	KNOWLAND CONSTRUCTION SERVICES	412,547.00

EXHIBIT 5
Attachment 4
Page 1 of 2

152347	KYA SERVICES LLC	502,200.05
143562	LIBERTY PAPER	285,504.52
150703	MEBA C/O	42,094,755.27
061270	MOULTON NIGUEL WATER	358,717.22
021378	NEW HAVEN YOUTH & FAMILY	353,376.67
100369	OCEANVIEW SCHOOL	594,091.18
113144	OPPORTUNITY FOR LEARNING	1,274,944.79
153868	ORANGE COUNTY ACADEMY OF	1,328,483.00
066570	ORANGE COUNTY DEPT OF EDUC	4,535,416.60
144144	ORANGE COUNTY TREASURER TAX	318,964.41
146264	OXFORD ACADEMY	4,432,202.00
123679	PACIFIC PLUMBING COMPANY OF	354,916.22
116957	PALI MOUNTAIN INSTITUTE	317,813.08
142564	PAUL C MILLER CONSTRUCTION CO	7,004,651.44
105435	PEARSON EDUCATION INC	643,032.52
151079	PERKINS SCHOOL FOR THE BLIND	255,109.35
154724	PINNACLE PETROLEUM INC	377,157.08
150715	PORT VIEW PREPARATORY SCHOOL	520,437.70
153379	R. JENSEN CO INC	968,625.75
154085	RMV PA2 DEVELOPMENT LLC	4,934,072.38
078255	SAN DIEGO GAS & ELECTRIC	6,971,770.47
079190	SANTA MARGARITA WATER	284,164.40
153077	SCHNEIDER ELECTRIC BUILDINGS	2,336,377.38
150282	SILVER CREEK INDUSTRIES INC	523,277.80
084100	SO CA GAS CO	415,384.94
149669	SOUTH COAST ROP	2,561,943.85
122718	SOUTHERN CALIFORNIA EDISON	1,375,437.00
084770	SOUTHWEST SCHOOL SUPPLY	384,674.11
153712	STATES LINK CONSTRUCTION INC	1,299,245.31
148019	SUNBELT STAFFING LLC	277,726.25
147868	US BANK	2,576,121.00
115841	US BANK NATIONAL ASSOCIATION	1,357,784.93
146077	WEST COAST ARBORISTS INC.	303,434.50
099210	XEROX CORPORATION	1,697,187.86
104710	YMCA OF ORANGE COUNTY	320,266.15

6. INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS:

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 five new agreements totaling \$416,002 and five amendments to existing agreements totaling \$151,000. 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.

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

DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS JUNE 7, 2017 BOARD MEETING

	CONTRACT					ESTIMATED
TYPE	ON	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	EXPENDITURES
ICA	1617282	General Fund	Statewide Information Systems, Incorporated	Provide analysis of the November 8, 2016 election	4-1-17 to 6-30-17	\$2,500.00
ICA	1718003	General Fund	Townsend Public Affairs, Incorporated	Provide strategic communications support and a strategic funding strategy with respect to federal and state funding opportunities and related services	7-1-17 to 6-30-18	\$48,000.00
PSA	1718004	Developer Fees	School Facility Consultants	Provide coordination, compliance and tracking services surrounding funding agreement/option to purchase school site between the District and RMV Community Development, LLC	7-1-17 to 6-30-18	\$30,000.00
PSA	1617292	Capital Facilities Fund	WLC Architects, Incorporated	Provide architectural and engineering services for the relocatable classroom project at Crown Valley Elementary School for use by OCASA	4-18-17 to 4-18-18	\$72,762.00
PSA	1617293	Capital Facilities Fund	Koury Engineering & Testing	Provide special inspection services for the Esencia K-8 project	4-5-17 to 12-31-18	\$262,740.00
					Total	\$416,002.00

	TED	\$0.00	\$3,000.00	\$0.00	\$48,000.00	\$100,000.00	\$151,000.00
	ESTIMATED EXPENDITURES		\$		\$4	\$10	\$15
	JUSTIFICATION	Extend term of contract from 6-30-17 to 9-30-17	Increase contract amount from \$15,000 to \$18,000	Extend term of contract from 5-1-17 to 9-30-17	Extend term of contract and reflect monthly rate of \$4,000	Increase contract amount from \$350,000 to \$450,000 to cover additional services	Total
	SERVICES	Provide DSA Class 1 inspection services for the San Clemente High School Building 800 project	Provide mental health services to District students and parents as assigned by District staff	Provide DSA Class 1 inspection services for San Juan Hills High School Building J project	Provide legislative consulting, political analysis, administrative and regulatory guidance and advocacy services	Provide legal services	
	VENDOR	Knowland Construction Services	Jacqueline Kay Lugo	Knowland Construction Services	Capitol Advisors Group, LLC	Orbach Huff Suarez & Henderson	
	FUNDING SOURCE	Capital Facilities Fund	Special Education	Capital Facilities Fund	General Fund	General Fund & Capital Facilities Fund	
ENTS	CONTRACT NO	1617231	1617234	1617044	1617147	1617153	
AMENDMENTS	TYPE	ICA	PSA	ICA	ICA	PSA	

PSA - Professional Services Agreement

MCA - Master Contract Agreement
FSA - Field Service Agreement
* No "not to exceed" amount included in the master contract. The master contract agreements do not include a not to exceed dollar amount as it may limit the flexibility to place special education students in a timely manner.



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("<u>Agreement"</u>) is effective as of **June 8, 2017** ("<u>Effective Date</u>") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("<u>District</u>") and the contractor listed below ("<u>Contractor</u>"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

STATEWIDE INFORMATION SYSTEMS, INC.

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 to provide analysis of the November 8, 2016 election; 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:

<u>Scope of Work/Services.</u> Contractor shall perform the services herein described (hereinafter referred to as "<u>Contracted Services</u>") and incorporated fully. Contractor's specific scope of work may be supplemented by purchase orders subsequently issued by the District, on an as needed basis.

<u>Fees and Expenses.</u> 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: **\$2,500.00** in the aggregate under the term of this Agreement.

<u>Term of Agreement</u>. The term of this base Agreement is from **April 1, 2017 through June 30, 2017** 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 WHEREC	F, the parties have executed	d this Agreement as of the date written above.

Contractor

Capistrano Unified School District

By: _____Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: June 7, 2017

G:		
Signature:	 	
Name:		
Title:		
Address:		
Email Address:		
EDIN.		



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("<u>Agreement"</u>) is effective as of **June 8, 2017** ("<u>Effective Date</u>") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("<u>District</u>") and the contractor listed below ("<u>Contractor</u>"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

TOWNSEND PUBLIC AFFAIRS, 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 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.

<u>Fees and Expenses.</u> 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: **\$48,000.00** in the aggregate under the term of this Agreement.

<u>Term of Agreement</u>. The term of this base Agreement is from **July 1, 2017 through June 30, 2018** 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 WHEREC	F, the parties have executed	d this Agreement as of the date written above.

Contractor

FEIN:

Email Address:

Capistrano Unified School District

By: ______Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: June 7, 2017

Signature:			
Name:			
Title:			
Address:	 	 	

EXHIBIT 6

EXHIBIT A

T WNSEND

PUBLIC AFFAIRS

EST TPA 1998



Proposal for Grant Writing and Funding Advocacy Services

WWW.TOWNSENDPA.COM

SACRAMENTO • WASHINGTON, DC
SOUTHERN CALIFORNIA • CENTRAL CALIFORNIA
NORTHERN CALIFORNIA
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August 31, 2016

Kirsten Vital, Superintendent Capistrano Unified School District 33122 Valle Road, San Juan Capistrano, CA92675

Dear Ms. Vital:

Thank you for the opportunity for Townsend Public Affairs, Inc. ("TPA") to submit our proposal for Grant Writing and Funding Advocacy Services to the Capistrano Unified School District ("District").

Since its inception in 1998, TPA has earned the reputation of providing the experience, resources, and relationships expected from a premiere advocacy and grant writing firm while also giving clients the unique brand of customer service they deserve: personal attention, accessibility, and passion for their mission.

TPA uses a comprehensive approach for managing funding advocacy that is tailored to leverage our expertise and vast political network to help achieve grant funding awards for our clients. Our ability to secure over \$1 billion in competitive grants from a variety of sources for our clients from federal, state, and local government agencies, as well as private and nonprofit sources, is a result of the breadth and depth of our experience as dedicated grant writers and funding advocates across a wide range of issues.

Thank you again for your interest in our firm and your consideration of our proposal. Please contact us if you have any questions or need additional information. We would be honored to serve the Capistrano Unified School District.

Yours truly,

Christopher Townsend

President

TPA is a legislative advocacy and grant writing firm that provides federal, state, and local funding advocacy services to its clientele of public agencies and nonprofit organizations.

- Founder/Owner/President: Christopher Townsend
- Funding Success: Over **\$1 Billion** in federal, state, local, and private grants
- Longevity: 18 years (founded in 1998)
- Number of Employees: 18
- Number of Registered Federal and State Lobbyists: 13
- Number of Offices: Five
 - o TPA Federal Office, Washington, DC
 - TPA State Capitol Office, Sacramento
 - o TPA Southern California Office, Newport Beach
 - o TPA Central California Office, Fresno
 - o TPA Northern California Office, Oakland
- Client Base: 77 Clients
 - o K-12 School Districts
 - o Community College Districts
 - City Governments
 - County Governments
 - Transportation Districts
 - Water and Sanitation Districts
 - Parks and Recreation Districts
 - Museums, Science Centers, and Cultural Facilities
- Areas of Specialization:
 - Education Policy and Infrastructure
 - Local Governance (Cities, Counties, Special Districts)
 - Water Policy and Infrastructure
 - Parks and Community Facilities (Recreational, Cultural, Historical)
 - Natural Resources and Energy
 - Housing and Economic Development
 - o Transportation Policy and Infrastructure
 - o Public Safety
- Ranking by Revenue Reported to the California Secretary of State:
 - o 9th of 383 Firms Registered in 2015
 - o 98th Percentile



FUNDING ACHIEVEMENTS SUMMARY TABLE

This table provides an overview of our funding achievements on behalf of our clients from federal, state, and local grant programs. These amounts represent grants secured through a competitive process and do NOT include any funds that were awarded to clients via formulas or related forms of funding entitlements.

Policy Area	Federal Funding	State/Local Funding	All Sources
Education	\$22.3 Million	\$173.7 Million	\$196 Million
Transportation	\$100.1 Million	\$121.6 Million	\$221.7 Million
Water	\$1.8 Million	\$50.3 Million	\$52.1 Million
Cultural Resources	\$7 Million	\$90.4 Million	\$97.4 Million
Housing and Development	\$5.9 Million	\$323 Million	\$328.9 Million
Public Safety	\$40.7 Million	\$15.7 Million	\$56.4 Million
Parks and Recreation	\$825,000	\$66.6 Million	\$67.4 Million
TOTAL	\$178.6 Million	\$841.3 Million	\$1.02 Billion

A DETAILED SCHEDULE OF OUR FEDERAL, STATE, AND LOCAL FUNDING ACHIEVEMENTS CAN BE PROVIDED UPON REQUEST

EDUCATION FUNDING ACHIEVEMENTS

TPA has secured \$196 million in competitive grant for its K-12 and community college district clients from federal, state, and local government funding sources, including:

Federal Funding Source	Description	Amount
Department of Education	Children's Discovery Museum of San Jose: Fund for the	\$119,000
	Improvement of Education: Student Partners Reaching Kid	
	Children's Discovery Museum of San Jose: Fund for the	\$120,000
	Improvement of Education: Student Partners Reaching	
	Kids (phase 2)	
	Emery Unified School District: Gaining Early Awareness	\$1,152,000
	and Readiness for Undergraduate Programs Grant	
	Bay Area Envision Schools: City Arts & Technology High	\$250,000
	School: Fund for the Improvement of Education	
	Bay Area Envision Schools: Metropolitan Arts and	\$243,000
	Technology High School: Fund for the Improvement of	
	Education	
	Bay Area Envision Schools: Expansion of Arts &	\$190,000
	Technology: Fund for the Improvement of Education	
	Oakland School for the Arts: Fund for the Improvement of	\$409,000
	Education	
	Rancho Santiago Community College District: Veterans	\$1,250,000
	Upward Bound Grant: Santa Ana College	_
	Tiger Woods Foundation: Fund for the Improvement of	\$250,000
	Education: Tiger Woods Learning Center	
Department of Health and	Oakland Unified School District: Head Start Grant	\$16,000,000
Human Services	Emery Unified School District: Family Counseling	\$250,000
	Programs and Early Childhood Development	
	Emery Unified School District: Emeryville Youth Wellness	\$190,000
	and Parenting Center	
	Chabot Las Positas Community College District: Increased	\$114,000
	Health Related Opportunities for Bay Area Students	A
	Rancho Santiago Community College District: Medical	\$234,000
	Education Center	****
	Rancho Santiago Community College District: Santa Ana	\$238,000
	Nursing Education Center	4007.000
Department of Labor	Coast Community College District: American Recovery	\$207,360
	and Reinvestment Act: Coastline Community College	2000 047
	Coast Community College District: American Recovery	\$309,847
National Assessment	and Reinvestment Act: Golden West College	Ф7 ГО ООО
National Aeronautics and	Rancho Santiago Community College District: Santa Ana	\$750,000
Space Administration	College Tessman Planetarium: Academic Programs	
Total Federal Education F	unding Achievements	\$22,276,207



State Funding Source	Description	Amount
California Community Colleges Chancellor's Office	Coastline Community College: Community Colleges Basic Skills and Student Outcomes Transformation Program	\$1,370,000
California Cultural &	Oakland School for the Arts: Project Grant Round 1	\$2,877,000
Historical Endowment	Oakland School for the Arts: Project Grant Round 3	\$1,064,250
	Oakland School for the Arts: Planning Grant Round 4	\$500,000
California Energy Commission	Kings Canyon Unified School District: Natural Gas Fueling Infrastructure Grant	\$500,000
California Infrastructure and Economic Development Bank	Orange County High School of the Arts: Project Loan for Facility Acquisition and Construction	\$20,000,000
California School Finance Authority and the Office of	Bay Area Envision Schools: Charter School Facilities Program	\$14,124,484
Public School Construction	Bay Area Envision Schools: Charter School Facilities Program: Metropolitan Arts Start-up Grant	\$405,000
	Bay Area Envision Schools: Charter School Facilities Program: Oakland Start-up Grant:	\$405,000
	Bay Area Envision Schools: Public Charter School Facilities Program: Hayward Start-up Grant	\$405,000
	Hawthorne School District: Charter School Facilities Revolving Loan	\$250,000
	Oakland School for the Arts: Charter School Facilities Program	\$4,983,922
	Orange County Educational Arts Academy: Charter School Facilities Program: Implementation Grant	\$405,000
	Orange County High School of the Arts: Charter School Facilities Program: Project Grant	\$28,600,000
	Port of Los Angeles Charter High School: Charter School Facilities Program: Project Grant and Loan	\$16,335,234
Department of Education	Oakland School for the Arts: Charter Schools Act	\$44,263
open	Orange County High School of the Arts: Charter Schools Act	\$11,000
	Orange County High School of the Arts: Charter Schools Act	\$100,000
	Orange County High School of the Arts: Charter Schools Act	\$273,852
	Port of Los Angeles Charter High School: Public Charter School Grant Program Planning Grant	\$35,000
	Port of Los Angeles High School: Career Technical Incentive Grant Program	\$144,922
Department of Parks and Recreation	Boys and Girls Club of Harbor City/Harbor Gateway: Specified Grant for Capitol Expansion	\$75,000
	Boys and Girls Club of San Pedro: Specified Grant for Satellite Clubhouse	\$125,000
	Boys and Girls Club of San Pedro: Specified Grant for Clubhouse Start-Up	\$200,000



Department of Parks and Recreation	Boys and Girls Club of San Pedro: Proposition 12: Murray- Hayden Fund Grant	\$118,000
Treoreamon.	Santa Ana Unified School District: Romero Cruz School- Playground Equipment	\$80,000
	Santa Ana Unified School District: Santiago Elementary School PTA-Playground Equipment	\$80,000
	Santa Ana Unified School District: Citizens-in-action Community Technology Center	\$50,000
	Santa Ana Unified School District: Assembly Bill 212 (Correa) Litigation Settlement	\$60,000,000
	Rancho Santiago Community College District: Assembly Bill 212 (Correa) Litigation Settlement	\$15,000,000
	Rancho Santiago Community College District: Santa Ana College: Specified Grant for Phillips Hall Theater Renovation	\$70,000
	Children's Discovery Museum of San Jose: Labor, Health and Human, Education Services Program: Student Partners Reaching Kids	\$119,000
	Bower's Museum: Institute of Museum and Library Services Program	\$250,000
	Craft and Folk Art Museum: Institute of Museum and Library Services Program: Cultural Democracy Program	\$82,000
	Children's Discovery Museum of San Jose: Labor, Health and Human, Education Services Program: Student Partners Reaching Kids	\$120,000
	Discovery Science Center and Orange County Water District: Education Partnership	\$1,500,000
Local and Other	Emery Unified School District: Labor, Health and Human, Education Services: Family Counseling Programs and Early Childhood Development	\$250,000
	Emeryville: Labor, Health and Human, Education Services Program: East Bay Green Jobs Project	\$200,000
	Kidspace Children's Museum: Institute of Museum and Library Services Program	\$249,000
	Latino Health Access: Labor, Health and Human, Education Services Program: Youth Obesity Prevention Program	\$150,000
	Oakland Museum of California: Labor, Health and Human, Education Services Program: Technology Initiative for Educational Outreach	\$250,000
	Orange County High School of the Arts: Santa Ana Redevelopment Agency: Local Project Area Grant	\$1,695,000
Total State Education Funding Achievements		



LEGISLATIVE ACHIEVEMENTS SUMMARY TABLE

Policy Area	Issue	Description
	Community College Districts	Veterans ResourcesAlternative Energy Job Training
Education	K-12 School Districts	K-12 Safety Planning Programs Joint Use Projects with Civic Agencies
	School Facilities	 Charter School Facilities Funding Community College Facilities Funding K-12 School District Facilities Funding
	Local Control and Finance	 Public Facilities and Finance Public Employee Programs Contractual Assessment Programs Infrastructure Financing Opportunities
Local Government	Pension Reform	PEPRA ComplianceJPA Benefits
	Health and Safety	 Air Pollution Reduction Methods Disposition of the Remains of a Deceased Veteran
Dublic Sofoty	Crime Reduction	Sex Trafficking Control Gun Control
Public Safety	Local Law Enforcement	Increasing Local Police Presence/COPS Police Body Cameras
Housing and Community Development	Affordable Housing	 Developing Funding for Affordable Housing Expanding Affordable Housing Eligibility
	Economic Development	Enterprise Zone Program Regulations Military Base Re-Use Land Planning
	Redevelopment	 Agency Dissolution Process Developing Post-RDA Funding Sources State Liability Reduction
	Water Quality	 Drinking Water Public Health Regulations Groundwater Pollution Liability Groundwater Management Plans
Water Resources	Water Infrastructure	 State Bond Funding for Water Projects Integrated Regional Watershed Projects Local Reliability Projects Water Conservation Programs
Transportation	Local Streets and Roads	State Highway Relinquishments Local Venue Signage on State Highways
	State Highway System	State Bond Funding for Highway Projects Expansion of Toll Lanes/Toll Roads
Recreation and	Park Facilities	 Joint-Use Projects with Schools Districts State Bond Funding for Local Park Projects
Community Resources	Cultural Facilities	CA Cultural and Historical Endowment CA Nature Education Facilities Program

A DETAILED SCHEDULE OF OUR FEDERAL, STATE, AND LOCAL ADVOCACY ACHIEVEMENTS CAN BE PROVIDED UPON REQUEST



SCOPE OF WORK

FUNDING SCOPE OF WORK

- Conduct Detailed Orientation: TPA uses an onboarding protocol to develop a
 strategic plan for the District that is both carefully tailored to satisfy the needs of the
 clients as well as designed for maximum success in the funding environments. This
 onboarding process ensures that TPA efforts on behalf the District with respect to
 federal and state funding opportunities accurately and effectively align with the
 District's priority projects.
- Develop Grant Funding Strategy: Pursuant to the results of the onboarding process
 outlined above, TPA will coordinate with the Superintendent and her designees to
 develop a strategic funding strategy that serves the needs of the District's priority
 projects. The strategy developed by TPA will list the District projects, outline multiple
 funding options for each project, and develop a comprehensive work plan and timeline
 for each project.
- Identify, Research, and Monitor Grant Funding Opportunities: TPA will utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the District's projects. TPA will then share these opportunities with the District for further assessment and determination if a grant application is warranted. The District will also receive a matrix grant programs that is updated regularly as new opportunities arise.
- Grant Application Development and Submittal: TPA will assist the District with the development, drafting, submission, and follow up of their grant applications. This support will include strategic assistance such as letters of support from key stakeholders and other materials to make the application as compelling and competitive as possible. TPA will also leverage relationships with relevant officials in various funding agencies to ensure that District grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding.
- Post-Award Grant Administration and Compliance: TPA will also assist, as needed, with post-award administration and compliance for all grant applications submitted by TPA on behalf of the District. This includes interface with the granting agency, providing support as needed for the drafting and submission of required reports, evaluations, and other tasks. With respect to any proposal that is not awarded funds, TPA will follow up with granting agencies to get feedback on how to prepare a more competitive and successful application for the next round of funding.

RELEVANT EDUCATION FUNDING OPPORTUNITIES

Initial funding opportunities TPA has identified for the District include, but are not limited to:

Arts and Culture Opportunities

 Our Town Grant Program: The program, administered by the National Endowment for the Arts, provides funding for creative place making projects that contribute toward the livability of communities and help transform them into lively, beautiful, and sustainable places with the arts at their core. This is a semiannual program with the next round of applications due on September 12, 2016 and then again in spring 2017.

STEM Opportunities

- Advancing Informal STEM Learning Grant Program: The program, administered by the National Science Foundation, provides funding to advance new approaches to and evidence-based understanding of the design and development of STEM learning opportunities. The next funding round has a deadline of November 8, 2016.
- Math and Science Partnership Grant Program: The program, administered by the California Department of Education, provides funding to improve the academic achievements of students in mathematics, science, engineering, and/or technology. This program requires a partnership with a local educational agency (LEA) and a STEM-related department from an institution of higher education (IHE). The next funding round has an anticipated deadline in fall 2016.
- Toshiba American Foundation Grant Programs: The Toshiba American Foundation offers two grant programs, one for grades K - 5 and the other for grades 6 - 12. Both programs provide funding to encourage teachers to bring forward innovative ideas for improving math and science instruction in their classrooms. The next funding round has a deadline of October 1, 2016.

Active Living Opportunities

- Carol M. White Physical Education Program (PEP) Grant: The program, administered by the US Department of Education, provides funding to initiate, expend, or enhance physical education programs. The next funding round is contingent upon FY 2017 federal appropriations. TPA can advocate for the continuation of programmatic funding to ensure that the District can compete in the next funding round.
- Baseball Tomorrow Fund: The program, administered by the Major League Baseball Community, provides funding for the rehabilitation of baseball fields, as well as amenities such as lighting, bleachers and fencing. On average, the program provides funding of \$40,000 per project, with a matching requirement of 50 percent. The next deadline for the program is October 1, 2016.



- KaBOOM! Build It Yourself Grant Program: The program provides funding for the
 purchase of playground equipment for entities without a playground or with existing
 equipment that is unsafe for children. The next funding round has a deadline of September
 9, 2016 but it also offers funding rounds in April and July, respectively.
- US Soccer Grant Programs: The US Soccer Foundation offers two grant programs, a Program grant and a Safe Places to Play grant. The Program Grant Program provides funding to indoor and outdoor field projects, including program equipment and program operating expenses. The Safe Places to Play grant provides funding to indoor and outdoor field projects, including synthetic turf, lighting, irrigation, and sport court. The next funding round for the Program Grant Program has a release date of January 2017 and a deadline of February 3, 2017. The next funding round for the Safe Places to Play Grant Program has a deadline of the October 7, 2016.
- Recreational Trails Program: The program, administered by the California Department of Parks and Recreation, provides funding for recreational trails and trails-related projects. The next funding round is anticipated in spring 2017.

Student Support Services

- Education for Homeless Children and Youth Grant Program: The program, administered by the California Department of Education, provides funding to facilitate the enrollment, attendance, and success in school of homeless children and youth. It also seeks to ensure homeless children and youth have equal access to the same public education as others. The next funding round is anticipated in fall 2016.
- Elementary and Secondary School Counseling Grant Program: The program, administered by the US Department of Education, provides funding to support the efforts to establish or expand elementary school and secondary school counseling programs. The next funding round is contingent upon FY 2017 federal appropriations. TPA can advocate for the continuation of programmatic funding to ensure that the District can compete in the next funding round.
- Innovative Approaches to Literacy Grant Program: The program, administered by the US Department of Education, provides funding to support high-quality programs designed to develop and improve literacy skills for children and students. The next funding round is anticipated in spring 2017.
- Lowe's Toolbox for Education Grant Program and Community Partners Grant Program: The program provides funding to improve K-12 public and charter schools and communities through high-need projects, including building renovations/upgrades, grounds improvement, technology upgrades, and safety improvements. The next funding round for the Toolbox for Education Grant Program has a fall deadline of September 26, 2016 and a spring deadline of February 12, 2016. The next funding round for the Community Partners Grant Program has a spring deadline of May 23, 2016.

CLIENT SERVICE TEAM



Christopher Townsend, President

- 33 years of legislative and public policy experience and 18 years as the Founder and President of TPA
- Provides strategic guidance and advocacy support for every client, including K-12 school districts and community college districts
- Maintains relationship with Governor Jerry Brown dating back to 1974, including his tenure as Mayor of Oakland, where TPA served as his state advocacy firm
- Leverages a widespread network of relationships in Sacramento and Washington, DC with legislators, staffers, and agency officials
- Expertise in the policy areas of public infrastructure, including funding for community facilities for education, recreation, cultural, and other enrichment purposes



Gary Rogers, Associate

- Former educator with six years of experience as a grant writer on behalf of public agencies throughout California
- Secured grant awards from federal, state, and local government grant programs, as well as private and nonprofit organization sources, for public agency clients throughout California
- Responsible for major grant awards in the policy areas of education, water resources, natural resources, energy, parks and recreation, housing and economic development, and transportation



Sophia Sadaat, Associate

- Six years of public policy, grant writing and legislative advocacy experience
- Responsible for major grant awards in the policy areas of public safety, economic development, arts and culture, and education
- Bi-partisan relationships with the Brown Administration, members of the legislature, and staff
- Expertise in the policy areas of education, transportation, public safety, water, and arts and culture



Chelsea Vongehr, Associate

- Six years of grant writing and legislative advocacy experience
- Secured major grant funding awards for public agencies throughout California from federal, state, and private grants
- Provided grant funding services for numerous public agencies throughout California in the policy areas of education, housing and economic development, public safety, parks and recreation, transportation, and energy
- Expertise in the policy areas of high education, K-12 education, public safety, and housing and economic development



Laura Kroeger, Associate

- Five years of government affairs and public policy experience, including serving as a Legislative Correspondent for US Senator Dianne Feinstein (CA)
- Relationships with key staff and agency officials from Senate,
 House of Representatives and Department of Defense
- Specialized experience managing legislative activity, including bill analysis and research
- Expertise in the policy areas of education, veterans' resources, water resources, environmental hazards, agriculture, foreign affairs, defense, and healthcare

Casey Elliott State Capitol Director



Policy Expertise

- Budget & Finance
- Water Resources
- Parks & Recreation
- Natural Resources
- Municipal Governance
- Cultural Resources

Richard Harmon Director



Policy Expertise

- Transportation
- Public Safety
- Parks & Recreation
- Municipal Governance
- Water Resources
- Grant Writing

Niccolo De Luca Senior Director



Policy Expertise

- Public Safety
- Parks & Recreation
- Natural Resources
- Municipal Governance
- Cultural Resources
- Grant Writing

James Peterson Director



Policy Expertise

- Water Resources
- Public Lands
- Agriculture
- Energy
- Transportation
- Border Security
- Tribal Relations

Cori Williams Senior Associate



Policy Expertise

- Water Resources
- Municipal Governance
- Transportation
- Parks & Recreation
- Economic Development
- Grant Writing

Alex Gibbs Associate



Policy Expertise

- Municipal Governance
- Parks & Recreation
- Public Safety
- Labor Relations
- Grant Writing

Sharon Gonsalves Senior Associate



Policy Expertise

- Water Resources
- Environment
- Energy
- Agriculture
- Municipal Governance
- Grant Writing

Eric O'Donnell Associate



Policy Expertise

- Water Resources
- Municipal Governance
- Natural Resources
- Parks & Recreation
- Grant Writing

FEE SCHEDULE

DESCRIPTION OF SERVICES	FEE			
Grant Writing and Funding Advocacy Services	\$4,000 Per Month*			
Conduct Detailed Orientation	Included			
Develop Grant Funding Strategy	Included			
 Identify, Research, and Monitor Grant Funding Opportunities 	Included			
Grant Application Development and Submittal	Included			
Post-Award Grant Administration and Compliance	Included			
Provide Progress Reports	Included			
Prepare and File State Disclosure Forms	Included			
*The monthly fee includes all normal business expenses ar	nd travel costs			



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("<u>Agreement</u>") is effective as of June 8, 2017 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "<u>Parties</u>".

SCHOOL FACILITY CONSULTANTS

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, Government Code §\$4526 and 53060, to contract with and employ any persons for the furnishing of special professional 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 those described in Exhibit A, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional 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 (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

<u>Fees and Expenses</u>. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be \$30,000.00 in the aggregate under term of this Agreement.

<u>Term of Agreement</u>. The term of this base Agreement is for **July 1, 2017 to June 30, 2018**, 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 selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.

[X] General Conditions	[] Special Conditions	[X] Required Documents and Certifications [X] Purchase Or	der(s)
IN WITNESS WHEREO	F, the parties have executed	this Agreement as of the date written above.	

DISTRICT	CONSULTANT
By:	Signature:
Name: Lynh N. Rust	Name:
Title: Executive Director, Contracts & Purchasing	Title:
Board Approval Date: June 7, 2017	Address:
	Email Address:
	FEIN
EX	HIBIT 6

Professional S20iof Master Agreement Capistrano Unified School District

1

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



EXHIBIT A

1303 J STREET, SUITE 500 SACRAMENTO, CA 95814 PHONE: (916) 441-5063 FACSIMILE: (916) 441-2848 WWW,5-F-C.ORC

June 17, 2015

John Forney, Executive Director Facility, Maintenance & Operations Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675

Subject:

Proposal for Coordination, Compliance and Tracking Services Associated with the

School Facilities and Funding Agreement and Option to Purchase School Site

Between Capistrano Unified School District and RMV Community Development, LLC, et al

Dear Mr. Forney:

Pursuant to your request, I am pleased to submit this Proposal for Coordination, Compliance and Tracking Services associated with the School Facilities and Funding Agreement/Option to Purchase School Site Agreement between Capistrano Unified School District and RMV Community Development, LLC, et al. It is a pleasure working with you and the Capistrano Unified School District. I believe our extensive knowledge of the District's facility issues coupled with our extensive K-12 facility planning and funding experience makes us a great fit for this scope of work.

As discussed, School Facility Consultants (SFC) proposes the following services to the District:

1. Coordinate and Prepare School Generation Reports per Section 4.1

- o Request Certificate of Compliance Data to be Provided by District (Monthly)
- o Request "Project Student" Enrollment Data to Include Grade Level, Enrolled School, and Facility Type to be Provided by District Twice Annually (December 31 and June 30)
- o Request "District Students" Enrolled in Local Schools Data to Include Grade Level, Enrolled School, and Facility Type to be Provided by District Twice Annually (December 31 and June 30)
- Review, Analyze and Compile Data
- Prepare Report Twice Annually (January 31 and July 31)

2. Coordinate and Prepare 42-Month Projection per Section 4.2

- o Request Projected Dwelling Units by Type to be Provided by Developer for Four Specified Time Periods (no later than January 31)
- o Prepare Projection of Project Students for Each of the Four Specified Time Periods
- Request Number of District Students Expected to Attend Local Schools for the Four Specified Time Periods to be Provided by District
- o Review, Analyze and Compile Data
- o Prepare Annual Projection (January 31)

3. Coordinate and Prepare One School Year Projection per Section 4.3

- Request Existing Permanent Capacities of "Each Local School Allocated to Remaining PA 1/PA 2 Property to be Developed" to be Provided by District
- o Request Existing Portable Capacities of Each Local School Allocated to Remaining PA 1/PA 2 Property to be Developed to be Provided by District
- o Request Permanent and Interim Capacities of PA 2 School (if Applicable) to be Provided by District

- Compare the Number of Existing and Projected Project Students in the Local Schools and PA 2 School for the Next School Year to the Capacities of the Local Schools Allocated to the Remaining PA 1/PA 2 Property to be Developed and the Permanent and Interim Capacity of PA 2 School, if Applicable
- Review, Analyze and Compile Data
- o Prepare Annual Projection (January 31)

4. Coordinate and Prepare Three School Year Projection per Section 4.4

- Request Anticipated Permanent Capacities of Each Local School Allocated to Remaining PA 1/PA 2
 Property to be Developed for Each of the Next Three School Years to be Provided by District
- o Request Anticipated Permanent and Interim Capacities of PA 2 School (if Applicable) for Each of the Next Three School Years to be Provided by District
- Compare the Number of Existing and Projected Project Students in the Local Schools and PA 2 School for Each of the Next Three School Years to the Permanent Capacity of the Local Schools Allocated to the PA 1/PA 2 Property and the Permanent and Interim Capacity of PA 2 School, if Applicable
- Analyze and Compile Data
- o Prepare Annual Projection (January 31)

SFC estimates fees of \$17,000 per year to coordinate and implement the scope. SFC proposes to bill the proposed services on a time and materials basis at the rate schedule below. Actual costs may vary based upon level of assistance requested by the District.

If it becomes necessary for a Consultant from SFC to visit the District, the District will pay for travel time at the rate schedule below. The District will also reimburse SFC for all necessary and pre-approved travel expenses.

SFC Hourly Rate Schedule

Principal	\$195.00 / Hr.
Director	\$175.00 / Hr.
Senior Consultant	\$170.00 / Hr.
Consultant	\$150.00 / Hr.
Research Analyst	\$125.00 / Hr.
Administrative Support	\$ 70.00 / Hr.

We very much appreciate your consideration of our firm and are happy to discuss in detail any of the services outlined above. Please do not hesitate to contact me at your earliest convenience with any questions.

Sincerely,

Alexander R. Murdoch

President

cc: Matthew Pettler, School Facility Consultants
Laura Moffett, School Facility Consultants

alex Musdoch



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("<u>Agreement</u>") is effective as of June 8, 2017 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "<u>Party</u>" or collectively as the "<u>Parties</u>".

WLC ARCHITECTS, INC.

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, Government Code §\$4526 and 53060, to contract with and employ any persons for the furnishing of special professional 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 those described in Exhibit A, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional 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 (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

<u>Fees and Expenses</u>. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be \$72,762.00 in the aggregate under term of this Agreement.

<u>Term of Agreement</u>. The term of this base Agreement is for **April 18, 2017 to April 18, 2018**, 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 selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.

[X] General Conditions	[] Special Conditions	[X] Required Documents and Certifications	[X] Purchase Order(s)
IN WITNESS WHEREO	F, the parties have executed	this Agreement as of the date written above.	

DISTRICT	CONSULTANT
By:	Signature:
Name: Lynh N. Rust	Name:
Title: Executive Director, Contracts & Purchasing	Title:
Board Approval Date: June 7, 2017	Address:
	Email Address:
	FEIN
EX	HIBIT 6

1

EXHIBIT A



CAPISTRANO UNIFIED SCHOOL DISTRICT

CROWN VALLEY ELEMENTARY SCHOOL RELOCATED & NEW PORTABLES BUILDINGS



				Μ	Narch 29, 2017		
	Subtotal:						
	FETIMATED CONSTRUCTION (HARD) COSTS	Factor	Project	Budg	geted Amount		Funding
A.	ESTIMATED CONSTRUCTION (HARD) COSTS						
1	(E)Modular Classroom building relocation & repairs(3units)			\$	60,000		
2							
3	Contingency Fire Alarm upgrade				40,000		
4				\$	60,000		
5	Sewer Pump and connection			\$	35,000		
6	Low Voltage (Phone, Data, Security)			\$	40,000		
7	Demolition of Existing Restroom			\$	25,000	9	State Grants
8				\$	370,000	\$	-
9	Demolition of Existing Landscape Area + New AC Pavemer	nt		\$	45,000		-
10	Contingency ADA upgrade and MWelo requirement			\$	60,000	\$	-
11	Subtotal:			\$	105,000		
12	Available for Construction (Prime Contractor Bids)		64.7%	\$	475,000	\$	
13	Construction Estimate Contingency	10.0%		\$	47,500		
14	Subtotal:		71.1%	\$	522,500		
15	CM's or GC's General Conditions Costs	8.0%		\$	38,000		
16	Subtotal:		76.3%	\$	560,500		
17	CM's or CG's Fees	5.0%			\$23,750		
18	BID CONTINGENCY (Escalation)	2.0%		\$	11,685		
19	TOTAL ESTIMATED CONSTRUCTION COST:		81.1%	\$	595,935		
В.	ESTIMATED PROJECT (SOFT) COSTS						
20	Site Surveys / Topos	lump sum		\$	10,000	\$	-
21	Site Geotech / Soil Borings	lump sum				\$	-
22	Furniture, Fixtures, Equipment (FFE) Allowance	lump sum		\$	-	\$	<u> </u>
23	Architect/Engineer Fees	lump sum		\$	60,000	\leftarrow	Base Fee
24	Extended Construction Services	0.00%					Defaultone alde
25	DSA Plancheck Fees	1.54%		\$	9,199	\leftarrow	Reimbursable
26	CDE Project Review Fees	0.07%		\$	-		
27	DTSC/HAZMAT Environmental Consultant/Fees	0.35%		\$	-	\$	-
28	CEQA Consultant	1.00%		\$	-		
29		lump sum		\$	-		
30	•				-,		
31		3.00%			17,878		
32				'	-	\$	
33		0.75%				\leq	Reimbursable
34			16.4%	\$	120,640	\$	
35	PROJECT CONTINGENCY (District reserve added cost)	3.00%		\$	17,878		
36	TOTAL ESTIMATED SOFT COST:		18.9%	\$	138,518		
37	TOTAL ESTIMATED PROJECT BUDGET:			\$	734,453		
					,		
38	PROJECT ELIGIBILITY (OPSC APPROVED):			\$	-		
39	DISTRICT LOCAL FUNDING:			\$	734,453		
40	TOTAL AVAILABLE FUNDING:			\$	734,453		
	DDED ADEN BY ADCUITECT.	ADDDOV/FD	DV DICTO	ICT:			
	I NLI AKED DI AKCHIIECI.	AFPROVEL	אונוט זמי	IC1.			
	Sewer Pump and connection \$ 35.000						

(3) Existing Modular Classrooms relocated from Capistrano Valley HS

• (1) New 12'x 40' Modular Restroom

- Associated DSA requirements
- Associated Site requirements
- Associated Infrastructure requirements











PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("<u>Agreement</u>") is effective as of June 8, 2017 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "<u>Party</u>" or collectively as the "<u>Parties</u>".

KOURY ENGINEERING & TESTING

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, Government Code §\$4526 and 53060, to contract with and employ any persons for the furnishing of special professional 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 those described in Exhibit A, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional 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 (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

<u>Fees and Expenses</u>. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$262,740.00** in the aggregate under term of this Agreement.

<u>Term of Agreement</u>. The term of this base Agreement is for **April 5, 2017 to December 31, 2018**, 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 selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.

[X] General Conditions	[] Special Conditions	[X] Required Documents and Certifications [X] Purchase Or	der(s)
IN WITNESS WHEREO	F, the parties have executed	this Agreement as of the date written above.	

DISTRICT	CONSULTANT
By:	Signature:
Name: Lynh N. Rust	Name:
Title: Executive Director, Contracts & Purchasing	Title:
Board Approval Date: June 7, 2017	Address:
	Email Address:
	FEIN
EX	HIBIT 6

1



April 5, 2017

Ryan Carter
Director of Construction
Capistrano Unified School District
33122 Valle Road,
San Juan Capistrano, CA 92675

Subject:

Construction Inspection & Material Testing

Koury Proposal No. 15-0608

Esencia K-8 School

Dear Mr. Carter:

Koury Engineering & Testing submits this proposal for the Esencia K-8 School project. Our proposal is based on the enclosed Estimated Budget Breakdown and Master Fee Schedule of Rates.

We are fully prepared and committed to respond to the needs of this project as well as the schedule for completion. Koury has two full-service geotechnical and materials testing laboratories located in Chino and Gardena. Koury is licensed by the Division of the State Architect (DSA), City of Los Angeles, Caltrans, MTA, ACE, AMRL, CCRL and AASHTO certified as an approved testing agency.

SCOPE OF SERVICES

Our project engineer reviewed the following documents for the "New Esencia K-8 School" project:

- A set of project Architectural Plans for New Esencia K-8 School; Prepared by HMC Architects. dated 12/13/2016.
- A set of project Structural Plans for New Esencia K-8 School; Prepared by Saiful Bouquet. dated 12/13/2016.

Based on our review of the project documents, we understand that the project consists construction of multiple single story Academic Buildings and associated site work at new Esencia School Campus. The construction will include steel and wood posts supported by spread footings and grade beams, wood framing shear walls supported by continuous footings, glued laminated beams for roof framing, steel structure roof framing at building A, CMU and concrete retaining walls supported by concrete footings, and concrete flatworks on site.

During construction, Koury will provide geotechnical and construction observation including material testing to verify that the work performed generally complies with the project's requirements, specifications and plans.

15-0608



Our proposed services include the following:

- · Reviewing plans, reports and project specifications;
- Performance of periodic site visits and observation by Koury Engineering Staff for quality assurance purposes;
- · Review mix design for concrete
- Observe, inspect, sample and test structural concrete placed at the project site including the placement of reinforcing steel used on site
- · Observe, inspect, sample and test reinforcing steel
- Observe, inspect, sample and test masonry units placed at the project site including placement of mortar and grout on the job site.
- · Observe and inspect structural steel erection and fabrication including welding and high strength bolting
- · Conduct Non-destructive test on qualifying welds
- Pull testing of splay wires, shot pins, and epoxy anchor bolts
- Preparing, upon receiving the client's written request, Koury will prepare one final report documenting our observations and tests during construction.

Koury realizes each client's project needs are different and upon request, we can provide the following services:

- · Attend pre-construction meetings.
- · Attend weekly meetings.
- · Respond to Reviewing Agencies.

It is generally the client responsibility to provide us a complete (approved) set of drawings before commencement of the job. The drawings should bear the approval stamp of the reviewing agency (i.e. County, City, DSA, etc.). Furthermore, a copy of all "Soils Report Approval Letters" issued by the reviewing agency having jurisdiction over the project should be provided to us prior to the start date of the project.

At the time this proposal was prepared no detailed construction schedule was available. A more accurate estimate can be prepared when a final construction schedule is available. The accuracy of the provided estimate can be affected by:

- · Contractor's and subcontractor's efficiency and sequencing of events.
- · Unexpected subsurface conditions.
- Amount of services required by the jurisdictional agency.
- Weather conditions and other unforeseen delays

Koury will not be responsible for any delay imposed to the project by unforeseen situation or by responding to reviewing agencies and/or probable lag time within reviewing agencies. Koury will strive to stay within the project's schedule and/or reduce the time of impact on the project.

ESTIMATED FEES

We propose to provide Construction Inspection & Material Testing in accordance with the attached Master Fee Schedule of Rates and Terms & Conditions. This proposal is not a "Not to Exceed" budget. Our service is based on time and material.



Koury will utilize multi-licensed inspectors, whenever possible, to reduce project inspection costs. We will not exceed the estimated budget amount without prior notification. Koury provides monthly budget updates via email and with your invoice at no extra charge. We submit for your consideration our estimated budget in the amount of \$262,740.00.

SCHEDULING

Our services will be performed at the request of your authorized field representative, who will be responsible for coordinating our services within the construction schedule. We request at least 24-hours advance notice prior to the time of our services, in order to meet the project needs. However, we will make every attempt to provide personnel, providing the personnel are available, for last minute requests for an expedited fee.

Attached is our Koury Contact Listing, which provides you with our dispatch office hours, specific information required to schedule inspections, and contact telephone numbers. Please provide this listing to your authorized field representative.

CLOSURE

Our services will be performed in accordance with generally accepted professional engineering principles and practices. We make no other warranties, either expressed or implied. We carry General and Professional Liability Insurance, Worker's Compensation Insurance, and Auto Insurance, as required by law. A sample certificate can be provided at your request.

To provide authorization to proceed, please sign the attached Terms and Conditions and, forward a complete copy of this proposal with an original signature to our office prior to our first visit to the site.

Please do not hesitate to contact Bridget Sherman, Senior Project Manager, at (909) 606-6111 ext. 205 if you should have any questions or require additional information.

Regards,

Koury Engineering & Testing, Inc.

urman

Bridget Sherman

Senior Project Manager

BridgetS@kouryengineering.com

www.kouryengineering.com



How to Request an Inspection

To request an inspection, please call before 2:00 pm the day prior to the inspection requirement. This will insure we can provide an inspector on the day & time you requested. All dispatch requests must be made through the Chino office only. Dial (909) 606-6111, and choose option 2. Dispatch hours are 7:00 am to 5:00 pm.

When calling for an inspection please have the following information available:

- · Koury Project No. 15-0608
- · Project name & address
- · Project contact name and phone no.
- Type of inspection
- · Inspection day and start time. Estimated duration (hours and/or days)
- · If pour concrete, grout, mortar, etc... How many yards? Pour for slab, footings, etc?
- · Special instructions or req'd tools? Torque test socket size? Coring diameter core?

Koury Engineering Contact Numbers

Contact	Phone Number
Corporate Office	(909) 606-6111 - Tel (909) 606-6555 - Fax
Dispatch Department 24-Hour Emergency Dispatch	(909) 606-6111 ext 497 (Option 2) (310) 713-4005 - Mobile
Material Testing Laboratory Chris Loera, Manager	(909) 606-6111 ext 501
Operations Raymond Roblero, Operations Mgr. Armen Gaprellan PE, GE, Managing Engineer	(909) 606-6111 ext 402 (310) 713-4005 - Mobile (909) 606-6111 ext 504
QA/QC Chris Loera, Manager	(909) 606-6111 ext 501 (310) 713-1222 - Mobile
Geotechnical Engineering Jacques B. Roy, PE, GE	(909) 606-6111 ext 706 (310) 320-0502 - Mobile
Accounts Receivable Andria Lopez	(909) 606-6111 ext 802
Senior Project Manager Bridget Sherman	(909) 606-6111 ext 205 (951) 741-7333- Mobile



Esencia K-8 School: Proposal Prepared Using Plans 12/13/2016

Description Geotechnical Monitoring	Qty	Unit	Rat	8	Ar	nount
TOTAL ESTIMATED GEOTECHNICAL MONITORING & TESTING FEE	s				_	\$0.0
Materials Inspection						
Concrete - Footings/ Pads/ Slabs/ Flatworks (Includes Rebar Inspection)	312	Hourly	\$	85.00	\$	26,520,0
Concrete - Batch Plant	188	Hourly	\$	85.00	\$	15,980.0
Rebar Fabrication Plant - Tagging & Sampling	40	Hourly	\$	85.00	\$	3,400.0
Masonry	144	Hourly	\$	85.00	\$	12,240,0
Block Fabrication Plant - Tagging & Sampling	12	Hourly	\$	85.00	\$	1,020.0
Structural Steel Erection - Welding & Bolting	424	Hourly	\$	85.00	\$	36,040.0
Steel Fabrication Shop	364	Hourly	\$	85.00	\$	30,940.0
Non-Destructive Testing	112	Hourly	\$	95.00	\$	10,640.0
Diaphragm Roof & Shear Walls Nailing	524	Hourly	\$	85.00	\$	44,540.
Slued Laminated Beams Fabrication Shop Inspection	184	Hourly	S	85.00	\$	15,640.0
TOTAL ESTIMATED INSPECTION FEES					\$	196,960.0
aboratory Materials Testing						
Concrete Cylinder Compression Tests	484	Sample	S	22.00	\$	10,648.
Ion-Shrink Grout Compression Tests	24	Sample	\$	22.00	\$	528.
on-Shrink Grout Mold	8	Daily	\$	25.00	\$	200.
ebar Bend & Tensile Tests	188	Sample	\$	45.00	\$	8,460.
rout Compression Test	39	Sample	\$	22.00	\$	858.
lortar Compression Tests	48	Sample	\$	22.00	\$	1,056.
lasonry Prism Compression Tests	В	Sample	\$	95.00	\$	760.
lasonry Block Compressive Strength (CMU Block) Test	6	Sample	\$	45.00	\$	270.
lasonry Block Absorption (CMU Block) Test	6	Sample	\$	40.00	\$	240.
lasonry Block Shrinkage (CMU Block) Test	6	Sample	\$	80.00	\$	480.
lasonry Block Dimensions-Measure (CMU Block) Test	6	Sample	\$	30.00	\$	180.
lasonry Core Shear	2	Sample	\$	75.00	5	150.
lasonry Core Compression Test	2	Sample	\$	55.00	\$	110.
olt / Nut / Washer Hardness	144	Ea. Pc	\$	45.00	\$	6,480
olt Tensile Test	48	Sample	\$	55.00	\$	2,640.
olt Proof Test	48	Sample	\$	45.00	\$	2,160.
ut Proof Test	48	Sample	\$	45.00	\$	2,160.
echnician - Torque Test	24	Hourly	\$	110.00	\$	2,640.
ull Test Technician - Splay Wires & Epoxy Anchors, Etc.	24	Hourly	5	110.00	\$	2,640.
lix Design Review	10	Mix	s	150.00	\$	1,500.
eview Existing Welding Procedure Specification (WPS) Report	10	Sample	\$	150.00	\$	1,500.
OTAL ESTIMATED LABORATORY FEES					\$	45,660.0

15-0608



TOTAL PROJECT COORDINATION FEES

Esencia K-8 School: Proposal Prepared Using Plans 12/13/2016

PROJECT COORDINATION					
Final Special Inspection Verified Report DSA-292	5	Each	\$ 100.00	\$	500.00
Final Laboratory Verified Report DSA-291	1	Each	\$ 500.00	\$	500,00
Senior Engineer	24	Hourly	\$ 150.00	\$	3,600.00
Staff Engineer	24	Hourly	\$ 130.00	5	3,120.00
Project Manager - Field Supervisor	80	Hourly	\$ 100,00	\$	8,000.00
Admin	80	Hourly	\$ 55.00	\$	4,400.00

Task Summary and Total E	stimated Fees
Geotechnical Inspection Fees	\$0.00

\$ 196,960.00 Material Inspection Fees 45,660.00 Laboratory Testing Fees **Project Coordination** 20,120.00

\$ 262,740.00

20,120.00

15-0608



Prevailing Wage

18.1	C T	36	r	n	06
H.A	o:		СТ	u	ĸэ

Materials Inspector

Building Inspector

Duilding Inspector	ALEN		05.00	Davidon
Building Inspector	(MEP)		- 100 Mar 2 Mar 100	Per Hour
Specialty Inspector	(Glu-Lam Beams/Trusses at Fab Shop/Med Gas/ Add. Specialty Inspections)			Per Hour
Soils Inspector	(Sails, Asphalt, Piles)			Per Hour
Soils Inspector	(LA Deputy Grading Inspector)		95.00	
	ment			Per Day
	je			Per Mile
Soils Inspector Travel	Time (portal to portal)	E	Equal to Rate	of Service
NON-DESTRUCTIVE	TESTING AND ADDITIONAL SERVICES			
Lab Technician - 1 ma	an & equipment (Torque, Pull, Pachometer, Schmidt Hammer, Coring))	S	110.00	Per Hour
Asst. Lab Technician	***************************************	\$	85.00	Per Hour
Non-Destructive Testi	ng: UT, PT, MT	S	95.00	Per Hour
Ground Penetrating R	Radar – Technician	S	250.00	Per Hour
Utility Locating - Tech	nician	5	175.00	Per Hour
Asst. Technician - (GF	PR and Utility Locating)	S	110.00	Per Hour
Radiography Technici	an	S	95.00	Per Hour
Radiography Truck		\$	195.00	Per Shift
Radiography Film				Per Sa/In
	ng: Couplant and Dye Penetrant		1 - 20 - 20 - 20 - 20 - 20 - 20 - 20 - 2	Per gallon
Parking (if necessary)			Cost Plu	
Travel Time				Rate of Service
Mileage				Per Mile
FIELD EQUIPMENT C	HARGE AND CONSUMABLES			
Equipment - Torque V	Vrench	S	65.00	Per Day
	Bolt Tension Calibrator.			Per Day
	Bolt Tension Indicator			Per Day
Equipment - Multiplier		5	1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Per Day
Equipment - Schmidt Hammer			40.00	
	Thickness Gauge			Per Day
	ink Grout Mold 2" Cube			Per Day
	isture Test Kit (Per Kit)		35.00	
	Kit (Per Kit)		35.00	
Equipment - Unit Wei	ght Kit: scale, bucket, plate, mallet, rod	S	20.00	
	sinment		20.00	The second second second
	Probe		15.00	S. School of the Control of the Cont
	P100e		55.00	
Equipment - Frack Cr			Quote	
Equipment - Epoch				
	Musikita Dahas			Per Day
	Humidity Probes	CONTRACTOR OF THE PARTY.		Per Probe
Isotope Depletion 314		3	18.00	Each

(Concrete, Masonry, Structural Steel and Welding, Fireproofing, Shotcrete)

(Wood Construction)

LABORATORY HOURS AND TESTING SERVICES

Hazardous Waste Disposal.....

Laboratory hours are 7:00 a.m. through 4:00 p.m., Monday through Friday. Break results available at 8:00 a.m. Additional charges will be made for off-hours, weekends or holidays as follows:

Off-hour Laboratory Operations per hour	\$	500.00	Per Hour
Saturday Laboratory Operations per hour	5	500.00	Per Hour
Sunday or Holiday Laboratory Operations per hour	5	750.00	Per Hour
Pick Up Sample Trip Charge (2 hour minimum)	S	50.00	Per Hour
After Hours Pick Up Sample Trip Charge	\$	100.00	Per Hour

15.00 Each

85.00 Per Hour

85.00 Per Hour

SOIL AND AGGREGATE	
	c

C29	Unit Weight		45.00	
D4829	Expansion Index			Each
C117, D1140	#200 Wash			Each
C136	Particle-Size Distribution - "Sieve" Analysis (retained on # 200 sieve)			Each
D1140, D422	Particle-Size Distribution - Sieve Analysis + Hydrometer Combined	S	185.00	
D4318	Afterberg Limits		110.00	
D2435	Consolidation		125.00	
D2419, CTM 217	Sand Equivalent Value of Soil and Fine Aggregate (Set of Three)		75.00	Each Set
C127	Specific Gravity and Absorption (Coarse Aggregate)		65.00	Each
C128	Specific Gravity and Absorption (Fine Aggregate)		95.00	Each
D854	Specific Gravity (Soil)	S	95.00	Each
D2216	Moisture Content		15.00	Each
D2216	Moisture Content Quick #200	S	30.00	Each
D3080	Direct Shear (3 Points)		200.00	Each
D3080	Direct Shear Remolded sample (3 points)		280.00	Each
D1557-A,B	Maximum Density	S	135.00	Each
D1557-C	Maximum Density	S	145.00	Each
D2844, CTM 301	R-Value (3 Points)	S	300.00	Each
CTM 229	Durability Index (coarse & fine)	S	250.00	Each
CTM 229	Durability Index (coarse OR fine)	S	150.00	Each
C142	Clay Lumps & Friable Particles	S	120.00	Each
D3744, CT 229	Durability Indext for Coarse Aggregates	\$	150.00	Each
CHEMICAL PROPER	TIES			
CTM 643	Resistivity	9	75.00	Each
CTM 643	рН		50.00	
CTM 417	Sulphate		60.00	Each
CTM 422	Chloride		60.00	Each
CTM 643, 417, 422	Corrosivity Series		185.00	
ASPHALT CONCRET				
	Review of Existing Mix Design.		150.00	Each
C192				77.000
D136	Gradation of Extracted Sample		70.00	
D1188	Unit Weight - Molded Specimen or Cores		45.00 175.00	
D2726, D6926 D5581	Compacted Maximum Density – MARSHALL		Quate	Each
CONCRETE	FIELD MIX - Midistrali - Stability Fel Funk	**********	Quute	
	0 . 0 0	2	22.00	Fred
C39	Concrete Cylinders Compression Test (6" x 12")		22.00	Each
C469	Concrete Cylinder Compression Test with MOE (Modulus of Elasticity)		350.00	
C495	Lightweight Fill Concrete (3" x 6")		22.00	
C42	Concrete Cores, 6" Max. Diameter, Includes Core Trim		35.00	
C42	Shotcrete Cores, 6" Max. Diameter, Including Core Trim		35.00	Each
C42	Gunite Cores, 6" Max. Diameter, Including Core Trim		35.00	Each
C157	Grout Shrinkage (3 Bars – Four Readings, Up to 90 Days)		250.00	Set
C567	Unit Weight of Hardened Light Weight Concrete		35.00	Each
C567	Unit Weight of Hardened Light Weight Concrete (Oven Dry)		100.00	Each
C567	Equilibrium Density of Hardened Light Weight Concrete		150.00	Each
C684	Rapid Cure Concrete Cylinders (Boil Method)		40.00	
C157	Drying Shrinkage (3 Bars – Four Readings, Up To 90 Days)		250.00	
C495	Lightweight Fill Concrete Density		35.00	
C138	Density (Unit Weight) of Concrete			Each Set
C173	Air Entrainment Test (Volumetric Method)			Each Set
C231	Air Entrainment Test (Pressure Method – Non Lightweight Aggregate)			Each Set
C78	Flexure Test 6" x 6" Beams		85.00	Each
	Splitting Tensile 6" x 12" Cylinders		85.00	Each
C496	Measuring Moisture Vapor Emission Rate		35.00	Each
F1869			55.00	Each
F1869 F2170	Relative Humidity Probe			THE STATE OF THE S
F1869 F2170 A615	Relative Humidity Probe Chemical Analysis	S	300.00	Each
F1869 F2170 A615 F2170	Relative Humidity Probe Chemical Analysis Relative Humidity	S	300.00 55.00	Each
F1869 F2170 A615 F2170 C42	Relative Humidity Probe Chemical Analysis	S	300.00	Each
F1869 F2170 A615 F2170 C42 MASONRY	Relative Humidity Probe Chemical Analysis Relative Humidity	S	300.00 55.00	Each
F1869 F2170 A615 F2170 C42 MASONRY BLOCK	Relative Humidity Probe Chemical Analysis Relative Humidity In Laboratory Core Cutting		300.00 55.00 50.00	Each Each
F1869 F2170 A615 F2170 C42 MASONRY BLOCK C780	Relative Humidity Probe Chemical Analysis Relative Humidity In Laboratory Core Cutting Mortar Cylinders (2" x 4")		300.00 55.00 50.00	Each Each
F1869 F2170 A615 F2170 C42 MASONRY BLOCK C780 C109	Relative Humidity Probe Chemical Analysis Relative Humidity In Laboratory Core Cutting Mortar Cylinders (2" x 4") Mortar Cubes (2" x 2")		300.00 55.00 50.00 22.00 22.00	Each Each Each Each
F1869 F2170 A615 F2170 C42 MASONRY BLOCK C780	Relative Humidity Probe Chemical Analysis Relative Humidity In Laboratory Core Cutting Mortar Cylinders (2" x 4")	\$ \$ \$ \$ \$	300.00 55.00 50.00	Each Each Each Each Each

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C1314	Grouted Prisms Compression (Masonry Assemblage) Test >8" x 8" x 16"\$	120.00	Each
C140	Moisture Content as Received each\$	50.00	Each
C140	Absorption, 3 Required\$	40.00	Each
C140	Measurements	30.00	Each
C140	Compression ≤8" x 8" x 16", Qty 3 Required	45.00	Each
C140	Compression >8" x 8" x 16" Qty 3 Required\$	55.00	Each
C426	Linear Shrinkage, Qty 3 Required\$	80.00	Each
C42	Masonry Core - Compression\$	55.00	Each
C42	Masonry Core – Shear\$	75.00	
C42	In Laboratory Core Cutting\$	50.00	Each
BRICK			
C67	Compression	40.00	Each
C67	Modulus of Rupture\$	50.00	Each
C67	Absorption, Soak\$	30.00	Each
C67	Absorption, Boil\$	30.00	Each
C67	Absorption, Saturation Coefficient\$	40.00	Each
C67	Initial Rate of Absorption	40.00	Each
C67	Efflorescence	55.00	Each
C67	Efflorescence with Mortar\$	65.00	Each
STEEL REINFORCIN	G		
A615/A706	Tensile No. 8 Bar and Smaller	45.00	Each
A615/A706	Tensile No. 9 To 11 Bar\$	45.00	Each
A615/A706	Tensile No. 14 Bar\$	70.00	Each
A615/A706	Bend Test No. 8 Bar and Smaller	45.00	Each
A615/A706	Bend Test No. 9 To 11 Bar\$	45.00	Each
A615/A706	Bend No.14 Bar\$	70.00	Each
A615/A706	Bend / Tensile Test No. 18	250.00	Each
A706	Chemical Analysis\$	300.00	Each
A615/A706	Deformation Compliance	55.00	Each
A615/A706	Cut To Size (for testing)\$	10.00	Each
STEEL COUPLED W	ELDED REINFORCING		
A615/A706	Tensile No. 8 Bar and Smaller	70.00	Each
A615/A706	Tensile No. 9 To 11 Bar	80.00	Each
A615/A706	Tensile No. 14 Bar S	100.00	Each
A615/A706	Tensile No. 18 Bar	275.00	
STRUCTURAL STEE		275.00	Eaci
SINUCIURAL SIEE			
A370/F606	Balt Tensile Test\$	55.00	Each
A370/F606	Bolt Proof Test	45.00	Each
A370/F606	Nut Proof Test\$	45.00	Each
A370/F606	Nelson Stud Tensile Test\$	115.00	Each
A370/F606	Metal Deck Tensile Test (formed sheet metal)\$	135.00	Each
E10	Brinell Hardness Test\$	45.00	Each
£18	Rockwell Hardness Test	45.00	Each
A370/F606	Coupon Tensile Test\$	40.00	Each
A370/F606	Coupon Bend Test\$	40.00	Each
A370/F606	Nut / Bolt / Washer Hardness Test\$	45.00	Ea. Pc
A90	Metal Deck Coating\$	115.00	
A370/F606	Machining & Preparation of Samples\$	40.00	Each
PRESTRESS			
A416	Prestressed Strand (Yield / Tensile)	125.00	
	Sample Preparation (Grease Removal)\$	15.00	Each
FIREPROOFING			
UBC 43-8	Oven Dry Density	45.00	
UBC 43-8	Adhesive/Cohesion Testing\$	45.00	Each
ROOFING			
UBC 32-12	Tiles (Breaking Strength / Absorption)	60.00	Each
	Mineral Shake – Flexural	40.00	Each
	Mineral Shake – Absorption	30.00	Each
	Tagging, Material Id and Sampling Tiles\$	70.00	
	Final Laboratory Roof/Tite Material Affidavit Report	300.00	

FLOOR FLATNESS

Price Includes 1 technician and equipment		
Floor Flatness (Under 10,000 ft) \$	Quotation	
Floor Flatness Final Report\$	200.00	
Additional Technician (if necessary)	95.00	Per Hour
WELD PROCEDURE AND WELDER QUALIFICATIONS		
Review Existing Welding Procedure Specification (WPS) report\$	150.00	Each
Review Welding Procedure Qualification (PQR) report\$	150.00	
Observe Welder Qualification (AWS/CWI) See Mater	ials Inspecto	or Rate
Weld Tensile Test Plate (1-inch thick or less) \$	80.00	Each
Weld Bend Test Plate (1-inch thick or less) \$	55.00	Each
Weld Macro Etch Plate (1-inch thick or less)\$	70.00	Each
Weld Tensile Test Rebar #3 through #9	90.00	Each
Weld Macro Etch Rebar #3 through #9\$	70.00	Each
Weld Tensile Test Rebar #10 through #14 \$	125.00	Each
Weld Macro Etch Rebar #10 through #14	110.00	Each
Weld Tensile Test Rebar #18	275.00	Each
Weld Macro Etch Rebar #18 \$	180.00	Each
X-Ray Plate or Rebar in Laboratory (1-inch thick or less)	150.00	Each
ENGINEERING AND PROFESSIONAL SERVICES		
Senior Engineer/ Senior Geologist	130.00	Per Hour
Staff Engineer/Geologist	100.00	Per Hour
Project Manager / Field Supervisor S	95.00	Per Hour
Administration Supervisor S	45.00	Per Hour
Drafter \$	85.00	Per Hour
Test Technicians Lab – Materials S	65.00	Per Hour
Certified Payroll \$		Per Week
Court Appearance (4-Hour Minimum)	350.00	Per Hour
Preparation for Court, Consultation (in our Office)	250.00	Per Hour
		Per Hour
Preparation for Court, Consultation (Out of our Office, 4-Hour Minimum)	Quotatio	
Expert Witness Testimony (Corporate Officers and Engineers) Deposition (portal to Portal, 4-Hour Minimum) \$\\$\\$\$		Per Hour
REPORTS	275.00	res rioui
	500.00	Each
Final Materials Compliance Report.	500.00	Each
Final Laboratory Verified Report (LVR) DSA-291 (Required for DSA Projects) \$		
Final Special Inspection Verified Report (SIVR) DSA-292 (Required for DSA Projects)	100.00	Each
Interim Report from Engineer	500.00	Each
Review of Existing Mix Design, Determination of Proportions (3 Bus. Day Result)	150.00	Each
Review of Existing Mix Design, Determination of Proportions (Same Day Result)\$	300.00	Each
Report for Special Services / Off Site Testing	200.00	Each
Final Grading / Compaction Report (Comprehensive)	2,500.00	Each
Final Geotechnical Verified Report (GVR) DSA-293 (Required for DSA Projects)	1,000.00	Each
Pad Certificate Report	1,500.00	Each
Utility Trench Compaction Report	2,500.00	Each
Wall Backfill Report \$	1,500.00	Each
Monthly Interim In-Grading Report	1,000.00	Each
Pile/Shoring Monitoring Report	2,000.00	Each
Plan Review (Grading/ Foundation) \$	1,000.00	Each
Extra Stamped Reports \$	150.00	Each

MINIMUM HOURLY CHARGES

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Minimum charges will apply for 2, 4 & 8 hour blocks defined as follows:

- · 2-hour minimum: Inspector shows up, no work requested or performed
- 4-hour minimum: 1 to 4 hours.
- 8-hour minimum: Work over 4 hours.

Note: Less than 24-hour call-out notice may necessitate premium charges.

Charges For Service and Contract Terms Prevailing Wage Projects

The charges for services and General Terms and Conditions set forth below will govern the provision of services and will constitute the contract terms between the Owner or Owner's Representative (Client) and Koury Engineering and Testing, Inc (KET) unless the Client and KET have executed a written contract with respect to such services, in which case the terms and provisions of the written contract shall control.

1. Anticipated Costs

- 1.1. KET estimates a budget to assist the client with code required inspections and testing based upon information provided by the client. KET's ability to perform within the estimated budget depends heavily on the accuracy of the information provided, as well as the cooperation and assertiveness of client's management staff.
- 1.2. Project actual budget totals may vary. Estimated budget hours are based on 40 hours a week, 8 hours a day, Monday-Friday. Client shall monitor the percentage of work remaining to assure inspections and testing is not greater than the estimated budget and adjusts the contractor's labor and scheduling to maintain the work completion schedule.
- 1.3. A call scheduling inspection and testing beyond KET's estimated budget is deemed acceptance that Client will pay for additional services beyond KET's estimated budget.
- 1.4. Client recognizes and agrees that any "anticipated costs," "budget estimates," or the like that may be prepared by KET are NOT "guaranteed maximums," "lump sums," or "not-to-exceed totals". Client will be invoiced for all work performed and only for work performed based on KET's working conditions and hours as an attachment to their contract.
- 1.5. Client recognizes, if shop steel fabrication service is required, KET's estimate of hours, unless otherwise noted, is for one steel fabrication facility only.
- 1.6. Additionally, any weekly overtime hours, Saturday or Sunday, double shift, and/or night shift differential for shop steel inspection are NOT included in KET's proposal.

2. Minimum Charges

- 2.1. 2-hour minimum; Inspector shows up; no work requested or performed.
- 2.2. 4-hour minimum: 1 to 4 hours.
- 2.3. 8-hour minimum: Work over 4 hours.
- 2.4. NOTE: Less than 24 hour call-out notice may necessitate premium charges.

3. Working Hours

- 3.1. Regular Time: First 8 hours, Monday-Friday
- 3.2. Time and One-Half Hours: Hours over 8 -12 Monday-Friday, and first 12 Hours on Saturday; Double Time: All hours worked after 12, Monday-Saturday, Sunday, and Holidays.
- 3.3. KET observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
- 3.4. Overtime hours shall be billed in one hour increments. One half (.5) hour of overtime is billed as one (1) hour of overtime.
- 3.5. NOTE: Day shift hours are between 5:00am and 5:00pm.

4. Shift Differential

- 4.1. Second (Swing Shift)-Eight (8) hours will be charged for 7.5 hours worked. Time worked in excess of 7.5 hours will be billed at time and one-half rate.
- 4.2. Third (Graveyard Shift)-Eight (8) hours will be charged for 7 hours worked. Time worked in excess of 7 hours will be billed at time and one-half times the hourly rate.

5. Travel Time and Mileage

- 5.1. Travel time costs for soil monitoring and soil technicians will be invoiced at regular contracted billing rate.
- 5.2. Mileage costs for soil monitoring and soil technicians will be invoiced at \$0.57 per mile.
- 5.3. Portal-to-Portal travel time and mileage costs will apply for Engineers, Site Supervisors, Technicians (including Utility Locating and NDT) and Consultants at the contracted billing rate, mileage will be invoiced at \$0.57 per mile. Portal-to-Portal is recognized as KET's office to work site and return.
- 5.4. EXCLUDED Projects within a 50 mile radius. Travel time costs for material inspectors/technicians will be invoiced at regular contracted-billing rate.
- 5.5. For projects within a 100 mile radius; mileage costs for material inspectors/technicians will be invoiced at \$0.57 per mile after the first 50 miles. For projects in excess of 100 miles from a KET office, travel time and milage will be charged in addition to hours worked from KET's closest office.

6. Scheduling and Cancellations

- 6.1. A 24-hour notice is required when scheduling an inspection or technician. If same day scheduling or scheduling after 2.00pm the preceding day is requested, a premium expedite fee of \$75 per inspector or technician will apply.
- 6.2. If inspection service is not canceled with KET's dispatch department by 2 00pm for the next day for ICC, LA City or LA County jurisdictions, a premium cancellation fee will apply at the rate of \$75 per inspector or technician.

7. Expedite Fee

7.1. All expedited and rush requests for, lab work, test results, report reviews, etc. will be charged an expedite fee at 1.5 times the Master Fee Schedule of Rates.

8. Escalation Clause

8.1. The prices quoted below for all services will change July 1st each year in accordance with the wage listed by the Director of Industrial Relations which is tied to Operating Engineers Local 12. The charges for services set forth in this Schedule of Fees will be adjusted by changes in our general administrative and overhead expenses each year thereafter. These adjusted charges shall become the agreed upon basis for charges by Koury to the Client.

9. Certified Payroll

9.1. Certified payroll requests will have a processing fee applied for each project, billed at \$75 per payroll week.

10. Laboratory Testing

- 10.1. EXCLUDED Inspection unit rates do not include material sample laboratory testing & sample pick-up charges. A material sample pick-up charge will apply of \$7 per sample and 2-hour minimum pick-up charge at the rate of \$50 per hour.
- 10.2. A soils sample pick-up charge will be invoiced at regular billing rate with a 2-hour minimum.
- 10.3. Unless otherwise agreed, all samples or test specimens will be disposed of or destroyed upon completion of testing. If Client requires samples to be retrieved or stored, arrangements can be made at an additional cost. Quotation will be provided for such services.
- 10.4. Samples requiring more than one person to handle due to oversize or weight, will incur an extra handling charge. Quotation will be provided for such services.

11. Reimbursable Expenses

- 11.1. Outside Services performed by others and direct costs incurred on the Client's behalf, will be charged at cost plus 15%.
- 11.2. Project exclusive equipment or material will be invoiced at cost plus 15%.
- 11.3. Business licenses or inspection jurisdiction fees for project specific requirements will be invoiced at cost plus 15%,
- 11.4. If free parking is not available, parking charges will be charged to the Client at cost plus 15%.
- 11.5. Incidentals, including airfare, car rental, food, lodging, and parking, will be charged at cost plus 15% for out of area inspections unless provided by Client.

12. Terms of Payment

- 12.1. Client agrees invoices rendered for professional or technical services will be prepared bi-weekly and are due upon presentation.
- 12.2. All invoice errors or necessary corrections shall be submitted to KET within Fifteen (15) days of receipt of invoice; thereafter customer acknowledges invoice is correct and valid for payment due to KET.
- 12.3. Invoices will be deemed delinquent if not paid within thirty (30) days from date of invoice, and will be subject to a late payment charge of 1.5% of the invoice total for each month unpaid.
- 12.4. In the event, an attorney is needed for collection, Client is responsible for reimbursing attorney's fees and or court costs.
- 12.5. KET reserves the right to terminate services to a client without notice if client's account is past due more than thirty (30) days. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable to KET. Client waives any and all claims against KET, its subsidiaries, affiliates, servants, and agents in connection with termination of work/services pursuant to this agreement.

13. Insurance

13.1. KET carries all insurance required by law. Additional costs for waiver of subrogation, extra insurance certificates, coinsurance endorsements or additional insurance will be invoiced to the client at \$150 each.

14. Final Reports

- 14.1. When final report is required, KET must first review all inspection and material testing reports; KET will address and clear up any unresolved issues on these reports, typically with the Architect or Engineer of Record.
- 14.2. Depending on the project complexity and length of KET services performed, this process can require a minimum of ten (10) business days for completion. If there are exceptions, the final report review can require an extended length of time to complete.
- 14.3. Report fee is as negotiated per contract. An additional charge will incur for every report processed per permit number associated with the project. Engineer will be billed at \$130 per hour.
- 14.4. Client is required to send KET written request for all final project reports via fax, email, or US mail.
- 14.5. Final reports are as stated, but not limited to: Final Material Compliance Report and Final Grading / Compaction Report.
- 14.6. KET will release final report to client once account, including cost of final report, is paid in fulf.

15. Service Authorization

15.1. Verbal request will be considered authorization to perform billable work. Client shall designate member(s) of staff who have authority to request services and notify KET in writing to their authorized representative. Otherwise all service requests are billable

16. Proposal Valid Duration

16.1. Proposed Master Fee Schedule of Rates, Terms & Conditions and General Conditions stated within are valid for 30 days from proposal date.

General Conditions

1. Indemnification

In the event of any claim against KET by any party other than Client, Client agrees to hold KET, including its shareholders, officers, directors, employees, agents, and representatives, free and hamfless of any from, and to indemnify and defend KET against, any and all liability, claims, causes of action, demands, judgments, losses, damages, expenses, or cost (including, but not limited to, all costs and fees of litigation) of every kind, nature and description, including but not limited to, any and all demands arising by reason of injury or death to person or damage to property, real or personal, including loss of use thereof, economic loss or loss damages otherwise arising directly or indirectly out of the obligations herein undertaken, or out of operations conducted by client, however caused or alleged to have been caused, even if due to acts, errors, omissions or negligence, active, affirmative or passive of KET, except for such losses or damages arising out of or caused by the sole negligence or willful misconduct of KET.

2. Limitation of Liability

Client and KET agree to limit the liability, including but not limited to, for consequential damages, of KET, including its shareholders, officers, directors, employees, agents and representatives for any acts, errors, omissions, breaches of contract, or negligence, active, affirmative, passive, concurrent or sole, on the part of KET, arising directly or indirectly from the performance of the professional services under this agreement, to Client to \$10,000 or an amount equal to KET's fee, whichever is greater.

Client agrees and understands that, in order to provide the professional services requested at the agreed upon fees, this agreement does not provide full liability of KET losses or damages which may arise directly or indirectly under this agreement. Client further understands that should Client require KET to accept exposure to greater liability under this agreement, Client has the opportunity to negotiate in advance a higher limitation of liability, or to eliminate entirely such limit of liability, but that the higher fees commensurate with this higher risk of liability to KET shall be subject to agreement. Client agrees that this provision limiting KET's liability cannot be modified, altered, or varied except by written instrument signed by Client and KET.

Client understands and agrees that KET is not an insurer; that this agreement does not provide Client with insurance coverage by KET or anyone acting on its behalf; that all fees hereunder are based solely on the value of the professional services to be provided by KET; that insurance, if any, shall be obtained by Client at Client's sole expense

3. Warranty of Authority to Sign

The person signing this contract warrants that he/she has the authority to sign on behalf of the client for whose benefit Consultant's services are rendered. If such person does not have such authority, he/she is personally liable for all breaches of this contract and that, in any action against him/her of such warranty, a reasonable attorney's fee shall be included in judgment rendered.

4. Dominant Terms

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The terms and conditions of this Agreement shall take precedents over any terms and conditions which may appear in Client's purchase order, approval or acceptance. Any terms and conditions of Client's purchase order, approval or acceptance which are not identical to the terms and conditions of this Agreement are null and void, are not part of the agreement between KET and Client and are not binding upon KET. The terms and conditions of this agreement may not be varied or changed, nor any of its provisions waived, except by written agreement, signed by an authorized representative of KET. If Client's terms are different, a statement of worth will be provided with updated terms and conditions.



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The Master Fee Schedule of Rates, Terms & Conditions and General Conditions set forth will be governed by State of California laws, provision of services and will constitute as contract agreement between Client and Koury Engineering & Testing, Inc. (KET) unless the Client and KET have executed a written contract with respect to such services, in which case the written contract shall control.

Client's Signature	Koury Representative Signature
Title	Title
Date	Date



Corporate Office: 14280 Euclid Ave Chino, CA 91710

Branch Office: 17800 S. Main St. Ste. 302 Gardena, CA 90248







15-0608

FIRST AMENDMENT TO ICA NO. 1617231

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND KNOWLAND CONSTRUCTION SERVICES

This First Amendment to ICA No. 1617231 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Knowland Construction Services (hereinafter referred to as "Vendor").

RECITALS

WHEREAS, on November 16, 2016, District's Board of Trustees approved an Agreement with Vendor for the term from November 17, 2016 through June 30, 2017 under which Vendor would provide goods and services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement;

NOW, THEREFORE, said Agreement is amended as follows:

- 1. ICA No. 1617231 will be extended through **September 30, 2017**.
- 2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District	Vendor
By:	By:
Signature	Signature
Lynh N. Rust	
Print Name	Print Name
Executive Director, Contracts & Purchasing	
Title	Title
Board Approval Date: June 7, 2017	
	Date

EXHIBIT 1

CUSD. Contract No. ICA 1617231



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 17, 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".

KNOWLAND CONSTRUCTION SERVICES

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.

<u>Fees and Expenses.</u> 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: \$190,400.00 in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from November 17, 2016 through June 30, 2017 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.

Capistrano Unified School District

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: November 16, 2016

Contractor

Signature: Un Troat Name: Christopher Know

Title: President Operations

Kancho la os Verdes Ca 90275 Email Address: Chrisknewland msn. com

Email: diane Kp Knowlandinc.com

CUSD INDEPENDENT CONTRACTOR AGREEMENT CAPISTRANO UNIFIED SCHOOL DISTRICT

Gen. Terms/Conditions Page - 1 -

EXHIBIT 6

Page 2 of 9

GENERAL CONDITIONS

District and Contractor acknowledge, and agree to be bound by, the provisions set forth below:

- 1. Engagement of Services. District engages the services of Contractor under the terms in the Agreement and these additional provisions. Contractor agrees to exercise the highest professionalism and utmost care, and to utilize Contractor's expertise and talents in completing such services. Contractor agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Contractor agrees that it shall perform its services in a timely manner. Contractor agrees to provide Contractor's own equipment, tools and other materials at Contractor's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Contractor when necessary, upon written permission by authorized District personnel. Contractor may not assign, subcontract or otherwise delegate Contractor's obligations under the Agreement without District's prior written consent. Contractor shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
- 2. <u>Invoicing</u>. For hourly services, Contractor shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Contractor shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
- 3. <u>Expenses</u>. Contractor shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
- 4. Independent Contractor. Contractor, in performing this Agreement, shall be, and act as, an independent contractor. Contractor understands and agrees that he/she/it, all his/her/its employees, agents and contractors shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and contractors 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, and insurance, including workers' compensation, with respect to Contractor's employees. Further, Contractor and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
- 5. <u>Originality of Services</u>. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and 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.
- 6. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., 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 matters in the name of 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. Any trade secrets of the District which come into the possession of Contractor in connection with services under this Agreement, remain the property of the District and Contractor expressly agrees to keep such trades secrets confidential.
- 7. Termination. District may terminate the Agreement at its convenience and without any breach by Contractor upon ten (10) calendar days' prior written notice to Contractor. District may also terminate the Agreement immediately in its sole discretion for cause or upon Contractor's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Contractor may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of this Agreement for any reason, Contractor's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate

documentation. Unless other terms are set forth in this Agreement, District will reimburse Contractor for previously approved expenses in compliance with the policies of the District.

- 8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Contractor will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Contractor further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Contractor's plans, job files, reports, data and records relating to the work performed under this Agreement.
- 9. <u>Indemnification and Hold Harmless</u>. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
- 10. <u>Insurance</u>. Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this 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 Effective Date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Contractor agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Contractor to provide insurance as required under other provisions of this Agreement.
- 11. <u>Assignment</u>. The obligations of the Contractor pursuant to this Agreement shall not be assigned by Contractor without prior written consent from the District.
- 12. <u>Notices</u>. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
- 13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure 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, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
- 14. <u>Permits/Licenses</u>. 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 under this Agreement.
- 15. <u>Employment with Public Agency</u>. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other that 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, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.
- 17. <u>Nondiscrimination</u>. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status,

sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Contractor shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

- 18. <u>Non-waiver</u>. 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. <u>Severability</u>. 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.
- 20. <u>Attorney Fees/Costs.</u> Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
- 21. <u>Governing Law</u>. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
- 22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
- 23. <u>Conflict</u>. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
- 24. <u>Captions</u>. The captions of this Agreement shall have no effect on its interpretation.
- 25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
- 26. <u>Singular and Plural</u>. Where required by the context of this Agreement, the singular shall include the plural and viceversa.
- 27. <u>Successors in Interest</u>. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
- 28. <u>Survival and Severability</u>. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- 29. Consultant's Employees. Contractor shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Contractor to ensure compliance with this section. Any person in the employ of Contractor whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Contractor shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.
- 30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for determing and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) EXHIBIT 6

business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five within (5) business days of recipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

C. <u>Expedited Arbitration</u>

Within five (5) business days following an unsuccessful mediation or if no mediation takes place, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrators; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five within (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts' are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

*All checked items must be on file with Purchasing Department.

Certificates of Insurance

- ✓ Commercial General Liability Insurance Additional Insured Endorsement Option 1: form CG 20 10 11 85 or
 - Option 2: Choose either Form CG 20 10 07 04 <u>or</u> Form CG 20 33 07 04 Either form <u>must be accompanied</u> by Form CG 20 37 07 04
- ✓ Business Auto Liability Insurance
- ✓ Workers' Compensation and Employers Liability Insurance

Refer to Article 10. INSURANCE REQUIREMENTS

- ✓ Certification by Contractor Criminal Records Check
- **√** W-9

Fund: 25-9803

EXHIBIT A

PROPOSAL FOR PROJECT INSPECTORS

SCHOOL DISTRICT:

Capistrano Unified School District

INSPECTORS:

Principal / DSA Class I (Don Pruitt and/or

additional inspectors if required.)

RATE:

\$85.00 / Hour - 280 Days (1 year)

\$190,400,00

PROJECT:

Capistrano HS Addition and Misc. Projects

ESTIMATED DURATION:

September 2016 – September 2017

KCS will only bill client for actual hours worked.

PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

- Knowland Inc, agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
- Represent the District under the guidance of the designee of the District Superintendent.
- Attend all planning, pre-construction conference, project meetings, or meetings as required by the District.
- 4. Monitor and observe all Special Inspections performed by the Districts contracted Testing Lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by Special Inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests and other tests as approved by the DSA Field Engineer. Knowland Inc. shall assist in minimizing unnecessary costs for testing where possible.
- 5. The Agreement shall upon written approval and remain in effect continuously until project closeout, unless terminated in writing. The anticipated duration of the project shall be approximately sixteen months. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District thru Knowland Inc., for a period of two (2) years after the dissolution of any contracts thru Knowland Inc, unless permission is granted prior to such relationships.
- 6. Knowland Inc , shall maintain in effect a 1 million dollar General Liability insurance policy, 1 million dollar Professional Liability, Workman's Compensation as required, and Full Liability Auto Insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.

- 7. Capistrano Unified School District agrees to pay Knowland Inc. the cost of project services billed at the rate per this proposal and contract within 30 working days of District review and approval of invoice. Knowland Inc. Project Inspectors shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture per the project specifications.
- Knowland Inc. shall provide to the District at the end of the project all documentation in form of a password in our cloud based database, or on a computer CD, or both as required by the contract.
- 9. District shall be billed in (8) hour increments per day for the first (8) hours. Overtime shall be billed at a rate as dictated by the local operators union or as "comp time". Total price is based on 40 hour work weeks during the projected duration. When an IOR is on vacation or unable to b at the project for reasons beyond his reasonable control, a DSA certified Class I or Class II Inspector will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the Inspector of Record. Hours billed for inspection services shall include only hours worked in support of the project.
- 10. Knowland Inc. shall provide the District professionally bound documentation, including digital photos, testing documentation, daily reports, semi-monthly reports, and information which will provide the District an objective evaluation of the project history. This documentation will be turned in each month with invoices. Invoices shall not be paid until documentation is submitted to the District.

Christopher Knowland - KCS	Agent - Capistrano Unified School Distric
Knowland Inc.	

FIRST AMENDMENT TO PSA NO. 1617234

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND JACQUELINE KAY LUGO

This First Amendment to PSA No. 1617234 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Jacqueline Kay Lugo (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on **November 16, 2016**, District's Board of Trustees approved an Agreement with Consultant for the term from September 1, 2016 through June 30, 2017 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to PSA No. 1617234; and

WHEREAS, District desires to amend PSA No. 1617234 to increase the total contract amount to \$18,000.00;

NOW, THEREFORE, said Agreement is amended as follows:

- 1. The second sentence in the paragraph entitled Fees and Expenses shall be amended to read: The total cost of services requested by District and provided by Consultant under this agreement is estimated to be \$18,000.00 in the aggregate under term of this Agreement.
- 2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District	Vendor
Ву: В	sy:
Signature	Signature
Lynh N. Rust Print Name	Print Name
Executive Director, Contracts & Purchasing Title	
Board Approval Date: June 7, 2017	Pate:



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of November 17, 2016 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

JACQUELINE KAY LUGO

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, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional 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 those described in Exhibit A, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional 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 (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be \$15,000.00 in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for September 1, 2016 to June 30, 2017, 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 selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.

[X] General Conditions	[] Special Conditions	[X] Required Documents and Certifications	[X] Purchase Order(s)
IN WITNESS WHEREO	F, the parties have executed	this Agreement as of the date written above.	

CONSULT Signature:

Name: Linh Title: Executive Director, Contracts & Purchasing Board Approval Date: November 16, 2016

FEIN

GENERAL CONDITIONS

District and Consultant acknowledge, and agree to be bound by, the provisions set forth below:

- 1. Engagement of Services. District engages the services of Consultant under the terms in the Agreement and these additional provisions. Consultant agrees to exercise the highest professionalism and utmost care, and to utilize Consultant's expertise and talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Consultant when necessary, upon written permission by authorized District personnel. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent. Consultant shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
- 2. <u>Invoicing</u>. For hourly services, Consultant shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Consultant shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
- 3. <u>Expenses</u>. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
- 4. <u>Independent Consultant</u>. Consultant, in performing this Agreement, shall be, and act as, an independent Consultant. Consultant understands and agrees that he/she/it, all his/her/its employees, agents and Consultants shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and Consultants as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Consultant's employees. Further, Consultant and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
- 5. <u>Originality of Services</u>. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source.
- 6. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., 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 matters in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Consultant in connection with services under this Agreement, remain the property of the District and Consultant expressly agrees to keep such trades secrets confidential.
- 7. Termination. District may terminate the Agreement at its convenience and without any breach by Consultant upon ten (10) calendar days' prior written notice to Consultant. District may also terminate the Agreement immediately in its sole discretion for cause or upon Consultant's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Consultant may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Consultant and District each agree to sign any documents reasonable for complete Consultant's discharge or withdrawal.

Upon termination of this Agreement for any reason, Consultant's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other terms are set forth in this Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.

- 8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Consultant will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Consultant's plans, job files, reports, data and records relating to the work performed under this Agreement.
- 9. <u>Indemnification and Hold Harmless</u>. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
- 10. <u>Insurance</u>. Consultant agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability, which may arise out of this Agreement. In addition, Consultant 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 Effective Date, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Consultant agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Consultant to provide insurance as required under other provisions of this Agreement.
- 11. <u>Assignment</u>. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
- 12. <u>Notices</u>. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
- 13. <u>Compliance with Applicable Laws</u>. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Consultant 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 Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
- 14. <u>Permits/Licenses</u>. Consultant and all Consultant'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 under this Agreement.
- 15. <u>Employment with Public Agency</u>. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other that 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, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous EXHIBIT 6

- understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.
- 17. Nondiscrimination. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- 18. <u>Non-waiver</u>. The failure of District or Consultant 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. <u>Severability</u>. 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.
- 20. <u>Attorney Fees/Costs.</u> Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
- 21. <u>Governing Law.</u> The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
- 22. <u>Construction of Agreement</u>. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
- 23. <u>Conflict</u>. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
- 24. <u>Captions</u>. The captions of this Agreement shall have no effect on its interpretation.
- 25. <u>No Use of Mark or Name</u>. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
- 26. <u>Singular and Plural</u>. Where required by the context of this Agreement, the singular shall include the plural and viceversa.
- 27. <u>Successors in Interest</u>. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
- 28. <u>Survival and Severability</u>. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- 29. <u>Consultant's Employees</u>. Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.

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30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for determing and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five within (5) business days of recipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or if no mediation takes place, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrators; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five within (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

*All checked items must be on file with Purchasing Department.

✓ Professional License to Practice

Certificates of Insurance

✓ 1. Commercial General Liability Insurance – Additional Insured Endorsement Option 1: form CG 20 10 11 85

Option 2: Choose either Form CG 20 10 07 04 <u>or</u> Form CG 20 33 07 04 Either form **must be accompanied** by Form CG 20 37 07 04

OR

- ✓ <u>Errors & Omissions/Malpractice</u> (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.
- ✓ 2. Business Auto Liability Insurance
- ✓ 3. Workers' Compensation and Employers Liability Insurance

Refer to Article 10. INSURANCE REQUIREMENTS

- ✓ Certification by Consultant Criminal Records Check
- **√** W-9

EXHIBIT A

FEE SCHEDULE

COMPANY NAME
Jacqueline Lugo, LMFT
3012 Anabella San Clemente, CA 92673
951-970-1999 (personal) 949-441-0711 (work)
FAX NUMBER
Jacquelinelugo.mft@gmail.com

Student and parent counseling, to include maintenance of records and IEP attendance - \$70.00 per hour

Student mental health assessments-\$85.00

FIRST AMENDMENT TO ICA NO. 1617044

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND KNOWLAND CONSTRUCTION SERVICES

This First Amendment to ICA No. 1617044 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Knowland Construction Services (hereinafter referred to as "Vendor").

RECITALS

WHEREAS, on June 22, 2016, District's Board of Trustees approved an Agreement with Vendor for the term from May 1, 2016 through June 30, 2017 under which Vendor would provide goods and services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement;

NOW, THEREFORE, said Agreement is amended as follows:

- 1. ICA No. 1617044 will be extended through **September 30, 2017**.
- 2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District	Vendor
By:	Ву:
Signature	Signature
Lynh N. Rust	
Print Name	Print Name
Executive Director, Contracts & Purchasing	
Title	Title
Board Approval Date: June 7, 2017	
,	Date



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of May 1, 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".

Knowland Construction Services

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.

<u>Fees and Expenses.</u> 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: **\$190,400.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from May 1, 2016 to June 30, 2017 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 WHERE	OF, the parties have executed	d this Agreement as of the date written above.

Capistrano Unified School District

Title: Executive Director, Contracts & Purchasing

Board Approval Date: June 22, 2016

Contractor

	Signature:
_	Name:
_	Title:
	Address:
	Email Address: FEIN:
_	

GENERAL CONDITIONS

District and Contractor acknowledge, and agree to be bound by, the provisions set forth below:

- 1. Engagement of Services. District engages the services of Contractor under the terms in the Agreement and these additional provisions. Contractor agrees to exercise the highest professionalism and utmost care, and to utilize Contractor's expertise and talents in completing such services. Contractor agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Contractor agrees that it shall perform its services in a timely manner. Contractor agrees to provide Contractor's own equipment, tools and other materials at Contractor's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Contractor when necessary, upon written permission by authorized District personnel. Contractor may not assign, subcontract or otherwise delegate Contractor's obligations under the Agreement without District's prior written consent. Contractor shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
- 2. <u>Invoicing</u>. For hourly services, Contractor shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Contractor shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
- 3. <u>Expenses</u>. Contractor shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
- 4. <u>Independent Contractor</u>. Contractor, in performing this Agreement, shall be, and act as, an independent contractor. Contractor understands and agrees that he/she/it, all his/her/its employees, agents and contractors shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and contractors 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, and insurance, including workers' compensation, with respect to Contractor's employees. Further, Contractor and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
- 5. <u>Originality of Services</u>. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and 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.
- 6. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., 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 matters in the name of 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. Any trade secrets of the District which come into the possession of Contractor in connection with services under this Agreement, remain the property of the District and Contractor expressly agrees to keep such trades secrets confidential.
- 7. Termination. District may terminate the Agreement at its convenience and without any breach by Contractor upon ten (10) calendar days' prior written notice to Contractor. District may also terminate the Agreement immediately in its sole discretion for cause or upon Contractor's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Contractor may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of this Agreement for any reason, Contractor's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate

documentation. Unless other terms are set forth in this Agreement, District will reimburse Contractor for previously approved expenses in compliance with the policies of the District.

- 8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Contractor will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Contractor further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Contractor's plans, job files, reports, data and records relating to the work performed under this Agreement.
- 9. <u>Indemnification and Hold Harmless</u>. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
- 10. <u>Insurance</u>. Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this 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 Effective Date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Contractor agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Contractor to provide insurance as required under other provisions of this Agreement.
- 11. <u>Assignment</u>. The obligations of the Contractor pursuant to this Agreement shall not be assigned by Contractor without prior written consent from the District.
- 12. <u>Notices</u>. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
- 13. <u>Compliance with Applicable Laws</u>. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure 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, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
- 14. <u>Permits/Licenses</u>. 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 under this Agreement.
- 15. <u>Employment with Public Agency</u>. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other that 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. <u>Entire Agreement/Amendment</u>. This Agreement and any exhibits, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.
- 17. <u>Nondiscrimination</u>. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status,

sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Contractor shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

- 18. <u>Non-waiver</u>. 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.
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- 30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for determing and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) EXHIBIT 6

business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five within (5) business days of recipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or if no mediation takes place, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrators; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five within (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts' are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

*All checked items must be on file with Purchasing Department.

Certificates of Insurance

- ✓ Commercial General Liability Insurance Additional Insured Endorsement Option 1: form CG 20 10 11 85
 - Option 2: Choose either Form CG 20 10 07 04 <u>or</u> Form CG 20 33 07 04 Either form <u>must be accompanied</u> by Form CG 20 37 07 04
- ✓ Business Auto Liability Insurance
- ✓ Workers' Compensation and Employers Liability Insurance

Refer to Article 10. INSURANCE REQUIREMENTS

- ✓ Certification by Contractor Criminal Records Check
- **√** W-9



PROPOSAL FOR PROJECT INSPECTORS

SCHOOL DISTRICT: Capistrano Unified School District

INSPECTORS: Principal / DSA Class I (Adam Watson and/or

additional inspectors if required.)

RATE: \$85.00 / Hour – 280 Days (1 year)

\$190,400.00

PROJECT: San Juan Hills Addition and Misc. Projects

ESTIMATED DURATION: May 2016 – May 2017

KCS will only bill client for actual hours worked.

PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

 Knowland Inc, agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.

- 2. Represent the District under the guidance of the designee of the District Superintendent.
- Attend all planning, pre-construction conference, project meetings, or meetings as required by the District.
- 4. Monitor and observe all Special Inspections performed by the Districts contracted Testing Lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by Special Inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests and other tests as approved by the DSA Field Engineer. Knowland Inc. shall assist in minimizing unnecessary costs for testing where possible.
- 5. The Agreement shall upon written approval and remain in effect continuously until project closeout, unless terminated in writing. The anticipated duration of the project shall be approximately sixteen months. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District thru Knowland Inc., for a period of two (2) years after the dissolution of any contracts thru Knowland Inc, unless permission is granted prior to such relationships.
- Knowland Inc , shall maintain in effect a 1 million dollar General Liability insurance policy, 1
 million dollar Professional Liability, Workman's Compensation as required, and Full Liability
 Auto Insurance as required. District requests for additional insurances shall be paid
 additionally by the District at current market rates.

- 7. Capistrano Unified School District agrees to pay Knowland Inc. the cost of project services billed at the rate per this proposal and contract within 30 working days of District review and approval of invoice. Knowland Inc. Project Inspectors shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture per the project specifications.
- Knowland Inc. shall provide to the District at the end of the project all documentation in form of a password in our cloud based database, or on a computer CD, or both as required by the contract.
- 9. District shall be billed in (8) hour increments per day for the first (8) hours. Overtime shall be billed at a rate as dictated by the local operators union or as "comp time". Total price is based on 40 hour work weeks during the projected duration. When an IOR is on vacation or unable to b at the project for reasons beyond his reasonable control, a DSA certified Class I or Class II Inspector will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the Inspector of Record. Hours billed for inspection services shall include only hours worked in support of the project.
- 10. Knowland Inc. shall provide the District professionally bound documentation, including digital photos, testing documentation, daily reports, semi-monthly reports, and information which will provide the District an objective evaluation of the project history. This documentation will be turned in each month with invoices. Invoices shall not be paid until documentation is submitted to the District.

Christopher Knowland -	- KCS
Knowland Inc	

Agent - Capistrano Unified School District

FIRST AMENDMENT TO ICA NO. 1617147

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND CAPITOL ADVISORS GROUP, LLC

This First Amendment to ICA No. 1617147 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Capitol Advisors Group, LLC (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on **July 20, 2017**, District's Board of Trustees approved ICA No. 1617147 with Consultant for the term from July 1, 2016 through June 30, 2017 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to ICA No. 1617147; and

WHEREAS, District desires to extend the term of ICA No. 1617147 through June 30, 2018 and reduce the monthly rate of services.

NOW, THEREFORE, said Agreement is amended as follows:

Capistrano Unified School District

- 1. The term of ICA No. 1617147, as amended, shall be extended through June 30, 2018.
- 2. From July 1, 2017 through June 30, 2018, the monthly rate that Consultant shall invoice the District for services rendered will be \$4,000 per month, not to exceed \$48,000.
- 3. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Vendor

•		
Ву:	By:	
Signature		Signature
Lynh N. Rust		
Print Name		Print Name
Executive Director, Contracts & Purchasin	<u>ng</u>	
Title		Title
Board Approval Date: June 7, 2017	Date:	



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of July 21, 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".

CAPITOL ADVISORS GROUP, LLC

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: \$66,000.00 in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from July 1, 2016 through June 30, 2017 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.

[] 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

Capistrand Unified School District

By: Name: Ly

[X] General Conditions

Title: Executive Director, Contracts & Purchasing

Board Approval Date: July 20, 2016

Contractor

Signature:

Name: Kevin (7)
Title: President

Sauramento

Email Address: Kevino Capitolo

CUSD INDEPENDENT CONTRACTOR AGREEMENT CAPISTRANO UNIFIED SCHOOL DISTRICT

GENERAL CONDITIONS

District and Contractor acknowledge, and agree to be bound by, the provisions set forth below:

- 1. Engagement of Services. District engages the services of Contractor under the terms in the Agreement and these additional provisions. Contractor agrees to exercise the highest professionalism and utmost care, and to utilize Contractor's expertise and talents in completing such services. Contractor agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Contractor agrees that it shall perform its services in a timely manner. Contractor agrees to provide Contractor's own equipment, tools and other materials at Contractor's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Contractor when necessary, upon written permission by authorized District personnel. Contractor may not assign, subcontract or otherwise delegate Contractor's obligations under the Agreement without District's prior written consent. Contractor shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
- 2. <u>Invoicing.</u> For hourly services, Contractor shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Contractor shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
- 3. Expenses. Contractor shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
- 4. Independent Contractor. Contractor, in performing this Agreement, shall be, and act as, an independent contractor. Contractor understands and agrees that he/she/it, all his/her/its employees, agents and contractors shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and contractors 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, and insurance, including workers' compensation, with respect to Contractor's employees. Further, Contractor and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
- 5. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and 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.
- 6. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., 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 matters in the name of 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. Any trade secrets of the District which come into the possession of Contractor in connection with services under this Agreement, remain the property of the District and Contractor expressly agrees to keep such trades secrets confidential.
- 7. Termination. District may terminate the Agreement at its convenience and without any breach by Contractor upon ten (10) calendar days' prior written notice to Contractor. District may also terminate the Agreement immediately in its sole discretion for cause or upon Contractor's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Contractor may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of this Agreement for any reason, Contractor's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate

CUSD INDEPENDENT CONTRACTOR AGREEMENT CAPISTRANO UNIFIED SCHOOL DISTRICT EXHIBIT 6

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Gen. Terms/Conditions

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- documentation. Unless other terms are set forth in this Agreement, District will reimburse Contractor for previously approved expenses in compliance with the policies of the District.
- 8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Contractor will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Contractor further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Contractor's plans, job files, reports, data and records relating to the work performed under this Agreement.
- 9. <u>Indemnification and Hold Harmless</u>. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
- 10. <u>Insurance</u>. Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this 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 Effective Date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Contractor agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Contractor to provide insurance as required under other provisions of this Agreement.
- 11. <u>Assignment</u>. The obligations of the Contractor pursuant to this Agreement shall not be assigned by Contractor without prior written consent from the District.
- 12. <u>Notices</u>. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
- 13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure 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, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
- 14. <u>Permits/Licenses</u>. 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 under this Agreement.
- 15. <u>Employment with Public Agency</u>. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other that 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, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.

- 17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Contractor shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- 18. <u>Non-waiver</u>. 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. 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.
- 20. <u>Attorney Fees/Costs.</u> Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
- 21. <u>Governing Law</u>. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
- 22. <u>Construction of Agreement</u>. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under <u>California Civil Code</u> section 1654.
- 23. <u>Conflict</u>. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
- 24. <u>Captions</u>. The captions of this Agreement shall have no effect on its interpretation.
- 25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
- Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and viceversa.
- 27. <u>Successors in Interest</u>. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
- 28. <u>Survival and Severability</u>. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- 29 <u>Consultant's Employees</u>. Contractor shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Contractor to ensure compliance with this section. Any person in the employ of Contractor whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Contractor shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.
- 30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for determing and resolving such claims.

A. <u>Initial Review and Evaluation of a Claim</u>

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five within (5) business days of recipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or if no mediation takes place, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrators; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five within (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

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REQUIRED DOCUMENTS AND CERTIFICATIONS

*All checked items must be provided or on file with District.

Certificates of Insurance
 ✓ Commercial General Liability Insurance – Additional Insured Endorsement Option 1: form CG 20 10 11 85 or Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04
✓ Certification by Contractor Criminal Records Check
✓ W-9
Live Scan (District requires DOJ and FBI clearance)
TB Test
✓ Conflict of Interest Form
Drug Free Workplace
Tobacco Use Policy

EXHIBIT A Description of Services

- 1. Ensure that the Capistrano Unified School District is fully engaged in the legislative and regulatory process and that the views and perspective of the district arc known to policy makers across State government agencies, among regulatory bodies and in the Legislature; and,
- 2. Provide legislative and administrative representation on behalf of the Capistrano Unified School District in the California State Capitol, California Department of Education, California State Board of Education, California State Controller's Office, California Department of Finance and Commission on State Mandates, California Department of Food and Agriculture, California Department of Health Services and the Governor's Office and Legislature; and
- 3. Provide legislative and political analysis of, and maintain communication with Capistrano Unified School District, on all legislation and potential legislation introduced in the legislature for its impacts on the Capistrano Unified School District; and,
- 4. Pursue Capistrano Unified School District interests on school facilities construction, modernization, maintenance and operations issues that arise at the State level and specifically before the Energy Commission, State Allocation Board and to the Office of Public School Construction; and,
- 5. Provide political, slate budgetary and legislative consultation; and,
- 6. Participate in meetings to provide updates on legislative, political and regulatory developments including meetings in the district or local community at the request of the Superintendent; and,
- 7. Assist in staffing local coalition efforts that engage parents, community and key district stakeholders in advancing the legislative interests of the Capistrano Unified School District; and,
- 8. Prepare and submit reports for the Fair Political Practices Commission in accordance with state law for Client's lobbying activities.

SECOND AMENDMENT TO PSA NO. 1617153

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND ORBACH, HUFF, SUAREZ & HENDERSON LLP

This Second Amendment to PSA No. 1617153 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Orbach, Huff, Suarez & Henderson LLP (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on **August 17, 2016**, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2016 through June 30, 2017 under which Consultant would provide services described therein.

WHEREAS, on February 22, 2017, District Board of Trustees approved Amendment No. 1 to PSA No. 1617153, which increase the contract amount to \$350,000. A copy of said Agreement, as amended, is attached as Exhibit 1 to this Second Amendment to PSA No. 1617153; and

WHEREAS, District now desires to further amend PSA No. 1617153 to increase the total contract amount to \$450,000.00.

NOW, THEREFORE, said Agreement is amended as follows:

Capistrano Unified School District

- 1. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: 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: \$450,000.00 in the aggregate under the term of this Agreement, as amended.
- 2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Vendor

Cupistrumo Cimicu School District	, ,		
By:	By:		
Signature	•	Signature	
Lynh N. Rust Print Name		Print Name	
Executive Director, Contracts & Purch Title	<u>aasing</u>	Title	
Board Approval Date: June 7, 2017	Date:		

FIRST AMENDMENT TO PSA NO. 1617153

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND ORBACH, HUFF, SUAREZ & HEDNERSON LLP

This First Amendment to PSA No. 1617153 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Orbach, Huff, Suarez & Henderson LLP (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on August 17, 2016, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2016 through June 30, 2017 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to PSA No. 1617153; and

WHEREAS, District desires to amend PSA No. 1617153 to increase the total contract amount to \$350,000.00;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence of the paragraph entitled Fees and Expenses shall be amended to read: 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: \$350,000.00 in the aggregate under the term of this Agreement, as amended.

2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District	Vendor
ву:	
Signature	Signature
Lynh N. Rust	DAVID HUFF
Print Name	Print Name
Executive Director, Contracts & Purchasing	PORTNER
Title	Title
Board Approval Date: February 22, 2017 Date	1-20-17



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of August 18, 2016 ("Effective Date") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may be referred to as "Party" or collectively as the "Parties".

ORBACH, HUFF, SUAREZ & HENDERSON LLP

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, Government Code §\$4526 and 53060, to contract with and employ any persons for the furnishing of special professional 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 legal services and advice, specifically those described in Exhibit A, and

WHEREAS, Consultant represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional 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 (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

<u>Fees and Expenses.</u> For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be \$100,000.00 in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for July 1, 2016 to June 30, 2017, 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 selected documents attached to this Agreement, as if such additional terms were fully set forth in full herein.

[X] General Conditions	[] Special Conditions	[X] Required Documents and Certifications	[X] Purchase Order(s)
IN WITNESS WHEREO	F, the parties have executed	this Agreement as of the date written above.	

By: Aut SU

Title: Supervisor, Purchasing

Board Approval Date: August 17, 2016

CONSULTANT
Signature:

Vame:

Title: Canquer Address: 1907 Averve of

LOS Arystes CA 90067
Email Address: DHVFF 20H5H

FEIN 95-4655650

Professional Services Muster Agreement Capistrano Unified School District EXHIBIT 6

GENERAL CONDITIONS

District and Consultant acknowledge, and agree to be bound by, the provisions set forth below:

- 1. Engagement of Services. District engages the services of Consultant under the terms in the Agreement and these additional provisions. Consultant agrees to exercise the highest professionalism and utmost care, and to utilize Consultant's expertise and talents in completing such services. Consultant agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Consultant agrees that it shall perform its services in a timely manner. Consultant agrees to provide Consultant's own equipment, tools and other materials at Consultant's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Consultant when necessary, upon written permission by authorized District personnel. Consultant may not assign, subcontract or otherwise delegate Consultant's obligations under the Agreement without District's prior written consent. Consultant shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
- 2. <u>Invoicing</u>. For hourly services, Consultant shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Consultant shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
- 3. <u>Expenses</u>. Consultant shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
- 4. <u>Independent Consultant</u>. Consultant, in performing this Agreement, shall be, and act as, an independent Consultant. Consultant understands and agrees that he/she/it, all his/her/its employees, agents and Consultants shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and Consultants as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes, and insurance, including workers' compensation, with respect to Consultant's employees. Further, Consultant and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
- 5. Originality of Services. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source.
- 6. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., 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 matters in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. Any trade secrets of the District which come into the possession of Consultant in connection with services under this Agreement, remain the property of the District and Consultant expressly agrees to keep such trades secrets confidential.
- 7. Termination. District may terminate the Agreement at its convenience and without any breach by Consultant upon ten (10) calendar days' prior written notice to Consultant. District may also terminate the Agreement immediately in its sole discretion for cause or upon Consultant's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Consultant may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Consultant and District each agree to sign any documents reasonable facessary to complete Consultant's discharge or withdrawal.

Upon termination of this Agreement for any reason, Consultant's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other terms are set forth in this Agreement, District will reimburse Consultant for previously approved expenses in compliance with the policies of the District.

- 8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Consultant will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Consultant's plans, job files, reports, data and records relating to the work performed under this Agreement.
- 9. <u>Indemnification and Hold Harmless</u>. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
- 10. <u>Insurance</u>. Consultant agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability, which may arise out of this Agreement. In addition, Consultant 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 Effective Date, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Consultant agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Consultant to provide insurance as required under other provisions of this Agreement.
- 11. <u>Assignment</u>. The obligations of the Consultant pursuant to this Agreement shall not be assigned by Consultant without prior written consent from the District.
- 12. <u>Notices</u>. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
- 13. <u>Compliance with Applicable Laws</u>. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Consultant 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 Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
- 14. <u>Permits/Licenses</u>. Consultant and all Consultant'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 under this Agreement.
- 15. <u>Employment with Public Agency</u>. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other that 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, or general or specific terms and conditions attached hereto constitute the entire Agreement among EXHIBITIOS to it and supersedes any prior or contemporaneous

- understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.
- 17. Nondiscrimination. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- 18. <u>Non-waiver</u>. The failure of District or Consultant 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. <u>Severability</u>. 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.
- 20. <u>Attorney Fees/Costs.</u> Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
- 21. <u>Governing Law.</u> The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
- 22. <u>Construction of Agreement</u>. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
- 23. <u>Conflict</u>. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
- 24. Captions. The captions of this Agreement shall have no effect on its interpretation.
- 25. <u>No Use of Mark or Name</u>. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
- 26. <u>Singular and Plural</u>. Where required by the context of this Agreement, the singular shall include the plural and viceversa.
- 27. <u>Successors in Interest</u>. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
- 28. <u>Survival and Severability</u>. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- 29 <u>Consultant's Employees</u>. Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.

30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for determing and resolving such claims.

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five within (5) business days of recipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or if no mediation takes place, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrators; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five within (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

*All checked items must be on file with Purchasing Department.

✓ Professional License to Practice

Certificates of Insurance

✓ 1. Commercial General Liability Insurance – Additional Insured Endorsement Option 1: form CG 20 10 11 85

Option 2: Choose either Form CG 20 10 07 04 <u>or</u> Form CG 20 33 07 04 Either form **must be accompanied** by Form CG 20 37 07 04

OR

- ✓ <u>Errors & Omissions/Malpractice</u> (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District.
- ✓ 2. Business Auto Liability Insurance
- ✓ 3. Workers' Compensation and Employers Liability Insurance

Refer to Article 10. INSURANCE REQUIREMENTS

- ✓ Certification by Consultant Criminal Records Check
- **√** W-9

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RFQ NO. 1-1516 GENERAL LEGAL SERVICES

PRICING SHEET

The purpose of this form is to provide a standard format by which the proposer submits to CUSD a summary of the estimated costs suitable for detailed review and analysis.

The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the

Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period.

The number of hours listed below are for evaluation purposes only, and may vary. CUSD does not guarantee the number of hours.

Legal Area General Education

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$259	\$12,950
Sr. Associate	. 100	\$239	\$23,900
Associate	100	\$239	\$23,900
Paralegal	50	\$115	\$ 5,750
Total Price		10.55	\$66,500

0.00	
Orbach Huff Suarez & Henderson LLP David M. Huff	108
Print Name of Firm and Authorized Signer	Authorized Signature
95-4655650	5-14-15
Federal I.D. #/License	Date

7. EXTENSION NO. 1 OF REQUEST FOR PROPOSALS NO. 1-1617, E-RATE MULTIPLE CATEGORIES - DIMENSION DATA NORTH AMERICA:

Approval of Extension No. 1 of Request for Proposal No. 1-1617, E-Rate Multiple Categories award to Dimension Data North America for the purchase of CISCO phones and related hardware. The original agreement term was June 1, 2016 through May 31, 2017. The extension agreement will be extended an additional 12 months for the period June 1, 2017 through May 31, 2018. The contractor will provide the equipment at the prices set in the agreement. No additional funding is needed for the extension.

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

FIRST EXTENSION OF RFP NO. 1-1617 E-RATE MULTIPLE CATEGORIES

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND DIMENSION DATA NORTH AMERICA

This First Extension of RFP No. 1-1617 award is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Dimension Data North America (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on May 25, 2016, District's Board of Trustees approved an Agreement with Consultant for the term from June 1, 2016 through May 31, 2017 under which Consultant would provide equipment described therein. A copy of said Agreement is attached as Exhibit 1 to this First Extension of RFP No. 1-1617 E-Rate Multiple Categories award; and

WHEREAS, District desires to extend the award of RFP No. 1-1617 to Dimension Data North America to reflect an additional 12-month extension for the period of June 1, 2017 through May 31, 2018;

NOW, THEREFORE, said Agreement is amended as follows:

- 1. Award of RFP No. 1-1617 to Dimension Data North America will be extended through May 31, 2018
- 2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District	Ve	endor	
Ву:			
Signature	By:	Signature	
Lynh N. Rust Print Name		Print Name	
Executive Director, Contracts & Purchasin Title	g	Title	
Board Approval Date: June 7, 2017	Date:		

DIMENSION DATA

"Exhibit 1"

Corporate Address:
Dimension Data North America, Inc
11006 Rushmore Drive,
Suite 300.
Charlotte, NC 28277
United States



	William Control of the Control of the Control				
Quote Name: CUSD - RFP 1-1617 Cat 2-B Quotation #; 2261732	Quote Status: In Process	Date Entered: 05/16/2017 Expiration Date: 06/15/2017			
Organization:		Client Manager:			
CAPISTRANO UNIFIED SCHOOL DISTRICT		Vishal Amin			
33122 VALLE ROAD		vishal.amin@dimensiondata.com			
SAN JUAN CAPISTRANO, CA 92675					
Sales Person: Tim Kidd		Sales Support:			
		Tim Kidd			
		Tim.Kidd@dimensiondata.com +1 949 2656014			
Emall: Tim.Kidd@dimensiondata.com Phone: +1 949 2656014					
BIII To:		Ship To:			
CAPISTRANO UNIFIED SCHOOL DISTRICT		CAPISTRANO UNIFIED SCHOOL DISTRICT			
3122 VALLE ROAD		33122 VALLE ROAD			
SAN JUAN CAPISTRANO, CA 92675		SAN JUAN CAPISTRANO, CA 92675			
United States		United States			
Atin: MARA BEGIL		Attn: MARA BEGIL			

Delivery Country: United States Shipping Method: Ground Currency: US Dollar

Phone: 949-234-5511

Comments Customer will be invoiced \$27,981.25 and the SLD

will be invoiced \$27,981,25 Payment Terms: 30 Days Net Ordering Country: United States Install Country: United States Multi Currencles: Normal View

Phone: 949-234-5511

DIMENSION DATA TERMS AND CONDITIONS OF SALE

All products and services are offered subject to the Dimension Data Terms and Conditions of Sale available at http://www.dimensiondata.com/en-US/Documents/DimensionDataTermsandConditionsUS.pdf and which are incorporated herein by reference. Dimension Data's offer to sell such products or services and its obligation to perform are expressly conditional upon Customer's acceptance of these Terms and Conditions of Sale without additional or different terms. Customer may accept Dimension Data's offer by issuing a purchase order and such action shall be deemed to be Customer's unconditional acceptance of the Terms and Conditions of Sale and this Quotation. Customer acknowledges that charges for its usage and/or storage in excess of specified subscription limits may apply and Customer will honor and pay such additional charges as applicable regardless of funding authorized on its Purchase Order. Customer acknowledges and agrees that it has the ability to access each URL referenced in this quotation. Customer waives any claims or defenses to the validity or enforceability of the Terms and Conditions of Sale arising from any electronic submission of it to Customer.

If you observe any iflegal or unethical behavior by any Dimension Data employee, please report such behavior to our anonymous Ethics Hotline by phone at 877-217-6364 or by web at https://iwl.lnwgrc.com/dimensiondata.

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
Cisco ASR/Cisco ASR 1004 - Loa	d Balancer					
Comments:						
1 CISCO Cisco ASR1004 Chassis	, Dual P/S					
ASR1004	CISCO Cisco ASR1004 Chassis, Dual P/S	1	\$ 8,000.00	72.02%	\$ 2,238,50	\$ 2,238.50
ASR1K-INTERNET	CISCO ASR1K-Int Edge/Peering incl. BGP/NAT/ZBFW - tracking only	1	\$ 0.00		\$ 0.00	\$ 0.00
ASR1000-ESP40	CISCO Cisco ASR1000 Embedded Services Processor , 40G	1	\$ 40,000.00	55.23%	\$ 17,908.00	\$ 17,908.00
ASR1000-RP2	CISCO Cisco ASR1000 Route Processor 2, 8GB DRAM	1	\$ 24,000.00	55.23%	\$ 10,744.80	\$ 10,744.80
M-ASR1K-RP2-16GB	CISCO Cisco ASR1000 RP2 16GB DRAM	1	\$ 11,000.00	55.23%	\$ 4,924.70	\$ 4,924 70
M-ASR1K-HDD-80GB	CISCO Cisco ASR1000 RP2 80G8 HDD	11	\$ 0.00		\$ 0.00	\$ 0.00
SASR1R2-IPBK9-316S	CISCO Cisco ASR 1000 Series RP2 IP BASE	1 1	\$ 5,000.00	55.23%	\$ 2,238.50	\$ 2,238.50
ASR1000-6TGE	CISCO ASR1000 6 port 10 GE Line Card	1 1	\$ 40,000.00	55.23%	\$ 17,908.00	\$ 17,908.00
ASR1004-PWR-AC	CISCO Cisco ASR1004 AC Power Supply	2	\$ 0.00		\$ 0.00	\$ 0.00

Price Quotation - Capi-USD REBID with services • v4 Quote Number: 2152290.2 | Quote Date: 04/05/2017 | Quote Expiration Date: 05/05/2017

Mir Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
Cisco ASR/Cisco ASR 1004 - Load Ba Comments:	lancer					
CAB-AC-RA	CISCO Power Cord,110V, Right Angle Estimated Lead Time: Not Available	2	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: ASR1004 CON-SW-ASR1004	CISCO SNTC-NO RMA Cisco ASR1004 Chassis Dual P/S Maintenance pricing is based on an annual contract with an estimated start date of 02/25/2017. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.	1	\$ 268.00	100.00%	\$ 0.00	\$ 0.00
Hardware Part #: ASR1000-ESP40 CON-SW-ASR1000E	CISCO SNTC-NO RMA Cisco ASR1000 Embedded Services Processo Maintenance pricing is based on an annual contract with an estimated start data of 02/25/2017. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.	1	\$ 2,145.00	100.00%	\$ 0.00	\$ 0.00
Hardware Part #: ASR1000-RP2 CON-SW-ASRRP2	CISCO SNTC-NO RMA ASR1000 RP2 Maintenance pricing is based on an annual contract with an estimated start date of 02/25/2017. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.	1	\$ 1,287.00	100.00%	\$ 0.00	\$ 0.00
Hardware Part #: SASR1R2-IPBK9-31 CON-SW-SASR1R2P	IGSCISCO SNTC-NO RMA Cisco ASR 1000 Series RP2 IP BASE Maintenance pricing is based on an annual contract with an estimated start date of 02/25/2017. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.	1	\$ 330.00	100.00%	\$ 0.00	\$ 0 00
Hardware Part #: ASR1000-6TGE CON-SW-ASR10006	CISCO SNTC-NO RMA ASR1000 6 port 10 GE Line Card Maintenance pricing is based on an annual contract with an estimated start date of 02/25/2017. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.	4	\$ 2,145.00	100.00%	\$ 0.00	\$ 0.00
	SECTION SUE	TOT	AL [CISCO ASR/CISC	ASR 1004 -	LOAD BALANCER]:	\$ 55,962.50
	SECTION ESTIMATE	IXAT C	ES [CISCO ASR/CISC	ASR 1004 -	LOAD BALANCERJ:	\$ 4,337.08
	SECTION GRAND	TOT	AL [CISCO ASR/CISC	D ASR 1004 -	LOAD BALANCER]:	\$ 60,299.58

QUOTE SUB TOTAL: \$ 55,962.50
ESTIMATED LOGISTICS CHARGE: \$ 0.00
ESTIMATED TAXES: \$ 4,337.08
QUOTE GRAND TOTAL: \$ 60,299.58

Price Quotation - Capi-USD REBID with services - v4 Quote Number: 2152290 2 | Quote Date: 04/05/2017 | Quote Expiration Date: 05/05/2017

PRODUCT SUMMARY	EXT PRICE
Product	\$ 55,962 50
OEM Maintenance	\$ 0.00
Logistics Charge	\$ 0.00
Total	\$ 55,962.50

Interested in Leasing? A 36--month lease for All Items on this quote is \$ 1,555.76 month.

Please note 'Agreement Term' below is budgetary based on Lease Rate Factor 0.0278 per US Leasing Table.

Agreement Term:	36 Month		
End of Lease Option	FMV		
Quote #	2152290 2		
Proposal Expiration	05/05/2017		
Budgetary Quote Total	\$ 60,299.58		
Monthly Payments	\$ 1,555.76		
LRF (per US Leasing Table)	0.0278		

These estimates exclude shipping and taxes. All leases are subject to credit approval, equipment verification and soft cost verification and applicable lease agreement.

If you have any questions or inquines please contact Dimension Data at edward lucas@dimensiondata.com.

Dimension Data Supply Chain Services Limited (DDCC) logistic fee does not cover: VAT, Duties, Pre & Post shipment inspections, registering companies for importation, import licences (for importation and encryption), importation Permissions etc. We advise where possible but they are still costs for the importer of record to cover.

By signing below you agree to Dimension Data's "Standard Terms & Conditions" provided above.

Please refer to the Terms and Conditions for any additional instructions and/or contact your Client Manager should you have any questions.

Quote Number	2152290.2
Your Purchase Order Number	
Signature	1000 C
Print Name Place And Date	DAVIS Title CTO

8. EXTENSION NO. 2 OF BID NO. 1516-03, PLUMBING SERVICES - PACIFIC PLUMBING COMPANY OF SANTA ANA:

Approval of Extension No. 2 of Bid No. 1516-03, Plumbing Services with Pacific Plumbing Company of Santa Ana, to provide plumbing services as needed throughout the District. The initial term of the bid award was for one year beginning July 1, 2015 through June 30, 2016 with four one-year renewal terms at the option of the Board of Trustees for a total contract term not-to-exceed 60 months, including the initial contract period. On June 22, 2016, Extension No. 1 was approved for an additional contract period of July 1, 2016 through June 30, 2017. The vendor agrees to maintain their current pricing for the renewal period of July 1, 2017 through June 30, 2018, as shown in Exhibit A. Expenditures utilizing this contract are estimated to be \$350,000 funded by the general fund and deferred maintenance, depending on the project. Actual expenditures will vary based on District needs and availability of funding.

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

EXTENSION NO. 2 OF BID NO. 1516-03 PLUMBING SERVICES

WITH

PACIFIC PLUMBING COMPANY OF SANTA ANA

On June 24, 2015, Bid No. 1516-03 – Plumbing Services was awarded to Pacific Plumbing Company of Santa Ana, calling for an original contract period of July 1, 2015 through June 30, 2016, with four (4) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 60 months, including the initial contract period.

On June 22, 2016, the contract with Capistrano Unified School District and Pacific Plumbing Company of Santa Ana was extended for the period of July 1, 2016 through June 30, 2017. Bid No. 1516-03 shall be extended an additional twelve (12) months, covering the period of July 1, 2017 through June 30, 2018, at the rates shown in Exhibit A to this Extension No. 2 Agreement, with expenditures estimated to be \$350,000. Actual expenditures will vary depending on District needs and availability of funding.

Except as set forth in this Extension Agreement, and as Board approved on June 24, 2015, and on June 22, 2016, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District	P	acific Plumbing Company of Santa Ana
By:	By:	
Signature	-	Signature
Lynh N. Rust		
Print Name		Print Name
Executive Director, Contracts & Purchasing Title		Title
Board Approval Date: June 7, 2017	Date:	

EXHIBIT A

EXTENSION NO. 1 OF BID NO. 1516-03 PLUMBING SERVICES

WITH

PACIFIC PLUMBING COMPANY OF SANTA ANA

Bid No. 1516-03 – Plumbing Services was awarded to Pacific Plumbing Company of Santa Ana, calling for an original contract period of July 1, 2015 through June 30, 2016, with two (2) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 36 months, including the initial contract period.

The contract with Pacific Plumbing Company of Santa Ana, pursuant to Bid No. 1516-03, shall be extended an additional 12 months, for the period July 1, 2016 through June 30, 2017, and at the same prices of the previous term.

Annual expenditures utilizing this contract are estimated to be \$400,000. Actual expenditures will vary on District needs and availability of funding.

Except as set forth in this Extension Agreement, and as Board approved on June 24, 2015, all other terms of the contract remain in full force and effect.

DISTRICT	<u>CONTRACTOR</u>
Capistrano Unified School District	Pacific Plumbing Company of Santa Ana
By: Jaket Politics Signature	By: Signature
Janet Polite Print Name	David R.ZECH Print Name
Supervisor, Purchasing Title	PRESIDENT. Title
Board Approval Date: June 22, 2016	Date: 7/20/16

CUSD NO. 1516075 COMPANY NAME Pacific Plumbing Company of Santa Ana

CAPISTRANO UNIFIED SCHOOL DISTRICT PLUMBING SERVICE BID NO. 1516-03
XIV. AGREEMENT

THIS AGREEMENT, dated <u>June 25, 2015</u>, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "District"), and <u>Pacific Plumbing Company of Santa Ana</u>, (hereinafter referred to as "Contractor").

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

- 1. Contractor agrees to complete the Project known as BID NO. 1516-03, PLUMBING SERVICES according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
- CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. CONTRACTOR shall be liable to District for any damages arising as a result of a failure to fully comply with this obligation, and CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents CONTRACTOR from fully complying with the requirements of the Project Documents, and unless CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with District within three (3) working days of the date of occurrence of the act or omission preventing CONTRACTOR from fully complying with the Project Documents.
- 3. District shall pay to CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the unit prices as specified in attached bid price sheet.
- 4. The work shall be commenced on or before the seventh (7th) day after receiving District's Notice to Proceed and shall be completed within thirty (30) consecutive calendar days

CUSD NO. 1516075 COMPANY NAME Pacific Plumbing Company of Santa Ana

CAPISTRANO UNIFIED SCHOOL DISTRICT PLUMBING SERVICE

BID NO. 1516-03

from the date specified in the Notice to Proceed. The initial term of this agreement will be for one year, with two (4) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 60 months.

- 5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of two hundred dollars (\$200.00) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by District as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.
- 6. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

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

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

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

7. CONTRACTOR agrees to and does hereby indemnify and hold harmless District, its Board of Trustees, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

CAPISTRANO UNIFIED SCHOOL DISTRICT PLUMBING SERVICE BID NO. 1516-03

- (a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of District.
- (b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

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

- 8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, District, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:
 - (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
 - (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
 - (c) any breach of duty, obligation or requirement under the Project Documents;
 - (d) any failure to coordinate the work of other contractors;
 - (e) any failure to provide notice to any party as required under the Project Documents;

- (f) any failure to act in such a manner as to protect District and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

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

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

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than

\$1,000,000.00

and

Subject to the same limit for each person on account of one accident, in an amount not less than

\$1,000,000.00

Property Damage Insurance in an amount not less than

\$1,000,000.00

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Escrow Account: N/A

CUSD NO. 1516075 COMPANY NAME Pacific Plumbing Company of Santa Ana

CAPISTRANO UNIFIED SCHOOL DISTRICT PLUMBING SERVICE BID NO. 1516-03

- 11. Labor Compliance Program: N/A
- 12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of CA, and that Dovid R. Zech, whose title is President, is authorized to act for and bind the corporation.
- 13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.
- 14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed including all contract documents as indicated:

CONTRACT DOCUMENTS:

1	Bid Bond
2	Bid Form
3	Designation of Subcontractors
4	CA Contractors License Number
5. 🗀	DIR Registration Number
6	Information Required of Bidder
7	Contractor's Certificate Regarding Workers' Compensation
8	Certification - Participation of Disabled Veteran Business Enterprise
9	Noncollusion Declaration
10	Faithful Performance Bond
11. 🔃	Payment Bond
12	Agreement
13	Drug-Free Workplace Certification
14. 🔃	Certification by Contractor Criminal Records Check
15	Contractor's Certificate Non-Asbestos Containing Materials
16	Tobacco Use Policy
17	Conflict of Interest
18	Compliance With Safety Regulations
19	Certificate Of Liability Insurance
20	W O Form

CUSD NO. 1516075 COMPANY NAME Pacific Plumbing Company of Santa Ana

CAPISTRANO UNIFIED SCHOOL DISTRICT PLUMBING SERVICE BID NO. 1516-03

CONTRACT TERM

District

The terms of this base contract is for one year beginning <u>July 1, 2015</u>, through <u>June 30, 2016</u>, with four (4) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 60 months.

Contractor

By: Signature	By: Device Bell Signature
Lynh N. Rust	DAVID R. ZECH
Print Name	Print Name
Exec. Director, Contracts & Purchasing Title	PRESIDENT.
	266807 Contractor's License No.
	Tax ID/Social Security No.
	(CORPORATE SEAL OF CONTRACTOR if corporation)

CAPISTRANO UNIFIED SCHOOL DISTRICT PLUMBING SERVICES BID NO. 1516-03 COMPANY NAME Pacific Plumbing Co of Santa Ana

VI. BID FORM

Name of Bidder: Pacific Plumbing Co of Santa Ana
To: Capistrano Unified School District, acting by and through its Governing Board, herein called "District."

The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Compliance With Safety Regulations, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Bid No. 1516-03 PLUMBING SERVICES

All in strict conformity with the Project documents, including Addenda Nos,	_,
, and, on file at the office of the Purchasing Department of said District.	

21

BID PRICE SHEET

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions Prevailing Wage Rates.
- Bidders must enter a price for all items; if no cost, enter zero (0); or the bid submitted may be declared non-responsive.
- Low bid will be determined by select line items representing common District projects at a weighted percentage; job scenarios to be provided at bid opening.
- Bid to be awarded to lowest responsive, responsible bidder.

HOURLY LABOR RATES (Portal to Portal)	Standard Hourly Rate	Overtime Hourly Rate		Weekend / Holiday Hourly Rate		
1. Journeyman Plumber \$ 82.00 \$		\$ 1:	\$ 123.00		\$ 123.00	
2. Apprentice Plumber - 70% or greater \$ 66.84		\$ 100.26 S		S	\$ 100.26	
3. Laborer \$59.98 \$8				9.97		
EQUIPMENT						
4. Backhoe w/Operator. Backhoe to be: Minimum 18 ½ digging depth Minimum 1 cubic yard front bucket Minimum 18" wide compaction wheel			Hourly	to be desired from	\$100.00	
5. Generator			Daily		\$5.00	
6. Compactor			Daily		\$10.00	
7. 12 cubic yard dump truck w/Driver		ĺ	Daily		\$105.00	
8. Video analysis		Per Occasion		\$ 50.00		

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

- 3. The required bid security is attached.
- 4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.
- 5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to District the Agreement and will also furnish and deliver to District the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by District. It is understood that should bidder fail or refuse to return these documents as required by District, the bid security shall be forfeited to District. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the seventh (7th) day after receiving District's Notice to Proceed, and shall be completed by the bidder in the time specified by District.
- 6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7.	The name(s) of all persons interested in the bid as principals are as follows:	
	Zech, Owner	
Jim Be	ette, Service & Repair Manager	

- 8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to District pursuant to the bid. Such assignment shall be made and become effective at the time District tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).
- 9. The undersigned hereby warrants that the bidder has an appropriate license, License No. 266807 Class C36, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by District at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.
- 10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify,

CAPISTRANO UNIFIED SCHOOL DISTRICT PLUMBING SERVICES
BID NO. 1516-03

hold harmless and defend District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

- 11. It is understood and agreed that if requested by District, the bidder shall furnish a notarized financial statement, references, and other information required by District sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.
- 12. The undersigned hereby warrants that all work shall be completed within the time specified in the purchase order or Notice to Proceed. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of two hundred dollars (\$200.00) (Government Code Section 53069.85)
- 13. The required noncollusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.
- 14. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.
- 15. The Information Required of Bidder form has been fully completed and is attached hereto.

CAPISTRANO UNIFIED SCHOOL DISTRICT PLUMBING SERVICES BID NO. 1516-03 COMPANY NAME Pacific Plumbing Co of Santa Ana

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

<u>Individual</u>	Name:	
		Signed by:
		Print Name:
		Date:
		Business Address:
		Telephone:
******	******	*******************
<u>Partnership</u>	Name:	
	Signed	by:
		Print Name:
		Date:
		Business Address:
		Telephone:
		Other Partner(s):
********	******	*************************
Corporation	Name:	Pacific Plumbing Co of Santa Ana
		(a Corporation)
		Business Address: _615 E. Washington Ave.
		Santa Ana, CA 92702
		Telephone: 714-547-6967
		Signed by: Dauce Rect , President, Date: 4-24-15
		Print Name: David R. Lech , President
		Signed by: Danie Rul , Secretary, Date: 4 24.15
		Print Name: Day N. 7501 Secretary [Seal]

A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so

9. MUNICIPAL LEASE-PURCHASE AGREEMENT FOR THE PURCHASE OF SPECIAL EDUCATION BUSES:

Approval of the Municipal Lease-Purchase Agreement with lessor Santander Bank N.A. for the purchase of 15 special education buses. The debt service is for a term of ten years and funded from savings resulting from an existing debt service payoff in June 2017 and savings realized from a reduction in the cost of parts and repairs. These buses will replace existing buses that are at least 18 years old with at least 390,000 miles on the odometer. Expenditures under this agreement are estimated to be \$1,254,920 funded by special education transportation.

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



Municipal Lease Program

Customer's Full LEGAL Name Capistrano Unified School District Addresses (Street and Mailing) 32972 Calle Perfecto City, State, Zip Code San Juan Capistrano, CA 92675 Distributor A-Z Bus Sales Name of Administrator/Business Officer/Title Carlos Chicas, Director of Transportation Telephone/Fax 949-831-4213 949-279-8026 949-234-9979 - Transportation Number of units to be sold & type 14 2017 Blue Bird MB 24 pass 1 2017 Blue Bird MB 18 + 2 PMT Delivery Date: 6/10/2017 estimated Initial Payment: 30 days deferred Annual Year School District was formed: 1965 Current Enrollment: 48,284 Federal /Employee ID Number: 95-2321055 Districts Current Bus Fleet: 151 Provide Basic Justification for Request: REPLACE OLD Borrowing Reference: ATTACHED Bank Relationship Reference: ATTACHED Completed By: PHILIPPA GEIGE TITLE: ASST. SUPERINTENDENT, EISCH SCRUIES

Computations from Amortization Schedule: Quote Expires if not accepted within 30 days. Quote Date: Acceptance by Santander Bank is subject to Credit review and approval by Santander Bank at it's sole discretion.

Compound Period: Annual

Please send current two years audited financial statements to the below address.

| Oty | Model | Description | 2017 | Blue Bird MB 24 pass | 2017 | Blue Bird MB 18 + 2

If you have any questions, Please feel free to call, or email:

Jdrawdy@santander.us

Jeff Drawdy, VP, Santander Bank 831 Whitfield Walk, Zebulon GA 30295 (Office) 770-567-5514 (Fax) 770-567-5516

MUNICIPAL LEASE-PURCHASE AGREEMENT

LESSOR Santander Bank N. A. 3 Huntington Quad Suite 101N Melville, NY 11747-4616

LESSEE

Name: Capistrano Unified School District Street: 32972 Calle Perfecto City/State/Zip: San Juan Capistrano, CA 92675 Responsible Official:

Responsible Official: PHIII
Phone: 144 234 9316

1. LEASE OF VEHICLES: LESSOR hereby agrees to lease to LESSEE and LESSEE hereby agrees to lease from LESSOR the school buses or other motor vehicles and equipment and accessories thereon (herein "Vehicles") on the terms and conditions provided in this Agreement and the schedule and additional schedules annexed hereto (each a "Schedule" and collectively, the "Schedules"). Each Schedule shall be a separately enforceable Lease, the terms and conditions of which shall be those set forth herein and on each Schedule (each a Lease-Purchase Agreement"Lease" and collectively, the "Leases").

2. COVENANTS: LESSEE represents, covenants and warrants that (a) It is a public body corporate and politic, (b) It is a "tax- exempt issuer" within the meaning of the Internal Revenue Code, (c) It is authorized by all applicable laws to make, and perform under, this Lease, (d) The Vehicles are essentially needed for their proper, efficient and economic operation, (e) At the time of making the Lease, sufficient funds were appropriated to

fulfill the Lessee's obligations of the current fiscal year, and (f) LESSEE has not previously terminated a lease for non-appropriation.

3. TERM AND RENT: The Lease term shall commence as of the date that the Vehicles are delivered to LESSEE, or LESSEE's Agent (the "Commencement Date") and shall continue for the term shown on the attached Schedule relating thereto, unless Lessee notifies LESSOR that an Event of Non-appropriation (described below) has occurred. At the end of such term LESSEE shall acquire legal title to the Vehicles and terminate this Lease with respect thereto by paying to LESSOR all amounts then due and unpaid hereunder and the remaining principal balance with respect to such Vehicles as shown on the Schedule relating The rent under this Lease shall be payable in lawful money of the United States of America, from any and all legally available funds, and at the times and in the amounts as indicated on each attached Schedule. In lieu of cash, LESSOR will accept payment by check or wire transfer of immediately available funds only. Each payment will consist of a principal and interest component.

4. EVENT OF NON-APPROPRIATION: Lessee shall notify LESSOR promptly (and in no case later than 30 days prior to the last day of its current fiscal year) if sufficient funds are not appropriated for the payments for the next Renewal Term (an "Event of Non-appropriation"). If LESSEE terminates this Lease or an Event of Non-appropriation occurs, Lessee agrees, to the extent not prohibited or required by law, not to (i) purchase, lease, rent, or otherwise acquire vehicles performing functions similar to those performed by the Vehicles or (ii) contract with

(i) purchase, lease, rent, or otherwise acquire vehicles performing functions similar to those performed by the Vehicles or (ii) contract with another party to furnish services that the Vehicles had provided, for one year after such termination or occurrence.

5. PAYMENTS UNCONDITIONAL: LESSEE HAS EXAMINED, TESTED AND ACCEPTED THE VEHICLES COVERED BY THIS LEASE AND SCHEDULES, AND SUBJECT ONLY TO AN EVENT OF NON-APPROPRIATION, LESSEE'S OBLIGATION TO PAY RENT AND OTHER PAYMENTS HEREUNDER SHALL BE ASOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNSELCLAIM FOR ANY REASON WHATSOEVER, REGARDLESS OF LOSS, DAMAGE, DESTRUCTION, MALFUNCTION OR DISREPAIR OF THE EQUIPMENT, OR DISPUTE WITH THE MANUFACTURER OR SUPPLIER OF THE VEHICLES OR FOR ANY OTHER REASON.

6. DISCLAIMER OF WARRANTIES: LESSOR, NEITHER BEING THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE VEHICLES, MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE, AS TO DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE VEHICLES OR THEIR MATERIAL OR WORKMANSHIP. LESSOR ALSO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR PURPOSE WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE. LESSOR FURTHER DISCLAIMS ANY LIABILITY FOR LOSS DAMAGE OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS. LATENT OR DISCLAIMS ANY LIABILITY FOR LOSS, DAMAGE OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE VEHICLES WHETHER ARISING FROM THE APPLICATION OF THE LAWS OF STRICT LIABILITY OR OTHERWISE. AS TO LESSOR, LESSEE LEASES THE VEHICLES "AS-IS". LESSEE HAS SELECTED THE SUPPLIER OF THE VEHICLES AND ACKNOWLEDGES THAT LESSOR HAS NOT RECOMMENDED SUPPLIER. LESSOR SHALL HAVE NO OBLIGATION TO MAINTAIN, OR SERVICE THE VEHICLES. If the Vehicles are unsatisfactory for any reason, LESSEE shall make claim on account thereof solely against Supplier, and any of Suppliers vendors, and shall nevertheless pay LESSOR all rent payable under the Lease. LESSOR hereby assigns to LESSEE all of the rights which LESSOR may have against Supplier and Suppliers vendors for breach of warranty or other representations respecting the Vehicles. LESSEE understands and agrees that neither Supplier nor any agent of Supplier; is an agent of LESSOR or is authorized to waive or alter any term or condition of this Lease.

7. RISK OF LOSS: LESSEE shall bear all risks of loss of and damage to Vehicles from any cause; occurrence of such loss or damage shall not relieve LESSEE of any obligation hereunder. In the event of loss or damage, LESSEE, at its option, shall (a) place the damaged Vehicle in good repair, condition and working order; or (b) replace lost or damaged Vehicles with like Vehicles in good repair, condition and working order, with documentation creating a lien or favor of LESSOR or its assignee, or (c) purchase the Vehicles for the Purchase Option Price set forth on

the related Schedule for the fiscal year then or next ending.

8. INSURANCE: LESSEE will purchase and maintain in force during the term of this Agreement, insurance policies in at least the amounts listed below covering the Vehicles between the time of delivery thereof to LESSEE and final disposition by LESSOR. Said insurance shall be written by an insurance company or companies acceptable to LESSOR, insuring LESSEE against any loss, damage, claims, suits, actions or liability, and by endorsement naming LESSOR as an Additional Named Insured and Loss Payee. Such endorsement or endorsements shall provide in each case that said insurance company or companies shall give to LESSOR at least thirty (30) days' notice in writing of proposed cancellation, modification, or alteration of any said insurance.

Type

Public Liability and Property Damage (Comprehensive)

\$1,000,000 Combined Single Limit (per occurrence) (\$5,000,000.00) for multi-passenger or I.C.C. Regulated Vehicles)

Collision, Fire and Theft (ALL RISK)

Not less than replacement value

The above insurance shall also include the following, in amounts not less than the applicable minimum legal requirements: (a) uninsured/underinsured motorist coverage, and (b) no fault protection. LESSEE shall in addition provide general liability insurance covering LESSEE'S indemnification responsibilities hereunder. Prior to the date that any Vehicle is placed in service by LESSEE, LESSEE shall furnish LESSOR with a certificate of insurance or other evidence thereof acceptable to LESSOR. Policies covering the aforementioned fire and theft and collision insurance shall bear endorsements to the effect that proceeds thereof shall be payable to LESSOR and/or LESSEE as their interests may appear. LESSEE hereby appoints LESSOR as LESSEE'S attorney-in-fact to receive payment of and endorse all checks and other documents and to take any other action necessary to pursue insurance claims and recover payments if LESSEE fails to do so. Any expense of LESSOR in adjusting or collecting insurance shall be borne by LESSEE. In the event a Vehicle is involved in any material accident, LESSEE shall immediately notify LESSOR and provide (i) a detailed report describing the accident, (ii) copies of all reports provided to an insurance carrier or governmental agency and (iii) copies of any legal papers relating to the accident.

9. LESSEE'S OPERATION OF VEHICLES: LESSEE shall use the Vehicles primarily in the state of registration for business purposes and

in a safe and lawful manner, and shall comply with all federal, state, county and municipal statutes, ordinances and regulations which may be applicable to the leasing, use or operation of the Vehicles. LESSEE shall, at its sole expense, maintain the Vehicles in good operating

condition and repair. In addition, LESSEE shall prepare and furnish to LESSOR all documents, returns or forms legally required to be prepared by LESSEE. LESSEE shall be solely responsible for any fines or penalties assessed for violations of any statute, ordinance, by law or regulation of any duly constituted governmental authority, as a result of the use or operation of the Vehicles by any of LESSEE's employees, agents, sublessees or subcontractors, and indemnify LESSOR against any costs, fines or charges LESSOR is required to pay. LESSEE agrees to operate only those Vehicles which have adequate insurance coverage and to comply with all conditions of insurance related to the Vehicles, to maintain the Vehicles and all accessories and equipment thereof in safe and good mechanical condition and running order at all times during the term of this Agreement and to furnish all supplies, accessories, and other essentials required for the use or operation of the Vehicles. In no event will the Vehicles be used to transport any hazardous substances.

10. TITLE; REDELIVERY OF VEHICLES: Title to each Vehicle shall pass to Lessee upon delivery. To secure all of LESSEE's obligations to LESSOR hereunder, LESSEE grants to LESSOR a first security interest and lien (the "Lien") in the Vehicles. LESSEE shall deliver originals of the certificates of title to LESSOR and sign any necessary documents, including applications for Liens to the Motor Vehicle Bureau as requested by LESSOR to note the Lien of LESSOR on the title of the Vehicles. If this Lease is terminated or an Event of Non-appropriation occurs, LESSEE shall immediately deliver the Vehicles to LESSOR or as LESSOR directs.

11. NON-ASSIGNABILITY BY LESSEE: LESSEE shall not assign, sub-lease, transfer or otherwise encumber its rights in and to this

Lease or the Vehicles without the prior written consent of the LESSOR.

12. ASSIGNMENT BY LESSOR: This Lease, the Vehicles and any payments by LESSEE due or to become due under it, may be assigned or otherwise transferred, either in whole or in part, by LESSOR and its assignee, without affecting any obligations of LESSEE, and in such event LESSOR's transferred or assignee shall have all the rights, powers, privileges and remedies of LESSOR hereunder. Any assignee's rights shall be free from all defenses, set-offs or counterclaims which LESSEE may be entitled to assert against LESSOR. No assignee shall

be obligated to perform any duty or condition required to be performed by LESSOR under the terms of this Lease.

- 13. DEFAULT: In the event of default by LESSEE, in the payment of any sums due under this Lease when due which continues uncured for thirty (30) days, or receivership, insolvency, or proceedings by or against LESSEE under the bankruptcy laws, or LESSEE's failure to observe or perform any other required provision of this Lease, and such default continues for fifteen (15) days after written notice thereof, by LESSOR, to LESSEE, LESSOR shall have the right to exercise any one or more of the following remedies: (a) to declare all sums due and to become due hereunder, during the LESSEE's current fiscal period, immediately due and payable, without notice or demand to LESSEE; (b) to sue for and recover all payments then accrued or thereafter accruing with respect to the Vehicles, (c) to take possession of the Vehicles without demand or notice wherever it may be located, with or without legal process, and retain it free from any claims of LESSEE whatsoever; (d) to terminate this Lease; or (e) to pursue any other remedy at law or in equity. If LESSOR sells or re-leases any of the repossessed Vehicles, the net proceeds of such sale or lease, less LESSOR's expenses incurred in connection therewith, including attorneys' fees, shall be applied to the total amount due by LESSEE under this Lease and related Schedule and LESSEE shall be obligated to pay LESSOR any deficiency. All of the foregoing remedies are cumulative and may be exercised concurrently or separately. LESSEE shall pay all costs and legal expenses incurred by LESSOR in collecting, or attempting to collect, any sums due hereunder or in securing possession of the Vehicles. LESSEE consents to the personal jurisdiction of the courts, and the applicability of the laws, of the State of the Lessee with respect to any dispute arising out of the
- 14. FEDERAL, STATE AND LOCAL TAXES: In addition to payments specified herein, LESSEE shall promptly pay all taxes, assessments and other governmental charges (including penalties, interest, recording and registration fees, if any) levied or assessed: upon the ownership, use or operation of the Vehicles and the payments due hereunder. LESSEE acknowledges that its compliance with the reporting requirements of the Internal Revenue Code is essential to the exemption from Federal income tax of the interest portion of payments made by LESSEE hereunder. Accordingly, LESSEE agrees that its failure to comply with those requirements shall constitute a Default hereunder. LESSEE certifies that it reasonably anticipates that not more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)3(D) of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, (the "Code")) will be issued by it and subordinate entities during the calendar year in which the Lease begins. Further, LESSEE will, by resolution, designate the Lease as comprising a portion of the \$10,000,000 in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265(b)3(D) of the Code allowing for an exemption to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations. If for any reason the payments due hereunder are not exempt from federal taxes, then LESSEE shall pay LESSOR such amounts as will permit LESSOR to realize the same after tax income as if

exempt from federal taxes, then LESSEE shall pay LESSOR such amounts as will permit LESSOR to realize the same after tax income as it such payments were so exempt, together with all costs, liabilities, damages, expenses, taxes and penalties (including Federal income tax penalties and interest) incurred as a consequence thereof, which LESSEE agrees to pay upon written demand therefor.

15. ADMINISTRATIVE SUPPORT: LESSEE may, from time to time, be required to file, or assist in the filing of, reports to regulatory and/or taxing authorities, which may be necessary to establish, perfect or maintain the legality and/or tax-exempt status of this Lease, or to execute documents needed for LESSORS' financing. LESSEE promises to promptly make such filings or to render such assistance as may, from time to time, be reasonably requested by LESSOR or its Assigns, and to indemnify and hold harmless LESSOR or its assigns from any cost, expense or other damage caused by its failure to do so. LESSEE hereby further authorizes LESSOR to file UCC-1 financing statements without LESSEE'S signature, and to fill in dates and other obvious minor corrections on this Lease.

16. SEVERABILITY: Any term or provision of this Lease found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of the Lease.

17. ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties regarding the Vehicles, and there are no

representations, warranties, promises, guarantees or agreements, oral or written, expressed or implied, between the parties hereto with respect to the Lease. No modification or amendment hereof shall be binding upon the LESSOR unless made in writing and executed on behalf of LESSOR by its duly authorized officer or agent.

Board Minutes of Lessee approving this transaction documents.	on (date) are att Please have Notary sign and stamp below	ached and included with these if or use a school seal Stamp.
LESSOR: Santander Bank N.A.	LESSEE: Capistrano Unified	School District
Signature:	Signature:	Date:
Print Name:	Print Name: PHILIPPA GET Title: ASSISTANT SUPERWIE	G GR DOWN, ASCACSCLUSES
Title: Date of this Lease:	"Signed and sworn before me th	is".
	EXHIBIT 9	253 of 367 ²

Page 3 of 8

Santander Lease Agreement Terms Sheet

Lessor:

Santander Bank, N.A. 3 Huntington Quadrangle Suite 101N

Model 2017

2017

Melville, NY 11747-4616

Lessee:

Capistrano Unified School District 32972 Calle Perfecto San Juan Capistrano, CA 92675

Equipment Description / Quantity

Group of 15 School Buses

Description Blue Bird MB 24 pass Blue Bird MB 18 + 2

\$71,831.66 \$80,470.01

\$1,005,643.24 \$80,470.01 \$1,086,113.25

Schedule		Per Quantity		Total for Group		Combined
of Terms	Payment Date	Payment amount	Implied Interest	Payment Amount	Implied Interest	Min. Insurance For Equip. After Payments
Initial payment	7/10/2017	125,492.00	2,945.90	125,492.00	2,945.90	995,364.87
Second Payment	7/10/2018	125,492.00	31,797.72	125,492.00	31,797.72	898,578.67
Third Payment	7/10/2019	125,492.00	28,705.80	125,492.00	28,705.80	798,598.53
Fourth Payment	7/10/2020	125,492.00	25,511.86	125,492.00	25,511.86	695,319.05
Fifth Payment	7/10/2021	125,492.00	22,212.52	125,492.00	22,212.52	588,631.34
Sixth Payment	7/10/2022	125,492.00	18,804.29	125,492.00	18,804.29	478,422.94
Seventh Payment	7/10/2023	125,492.00	15,283.60	125,492.00	15,283.60	364,577.66
Seventh Payment	7/10/2024	125,492.00	11,646.72	125,492.00	11,646.72	246,975.49
Seventh Payment	7/10/2025	125,492.00	7,889.83	125,492.00	7,889.83	125,492.00
Seventh Payment	7/10/2026	125,492.00	4,008.51	125,492.00	4,008.51	0.00

If Board Minutes are not attached, The following must be completed by the Lessee's Legal Council.

	OPINION OF LESSEE'S COUNSEL
As Counsel for aforementioned LESSEE, it is my opinion that:	
(a) LESSEE is a political subdivision of the State, duly organi	ized, existing and operating under the constitution and laws of the State.
(b) The Lease has been duly authorized and has been execu	sted by an authorized representative.
	the LESSEE and that such Lease is enforceable in accordance with its terms.
(d) The equipment covered by the Lease is not being used for	or other than a public purpose.
COUNSEL FOR LESSEE:	
Print Name:	Firm Name:
Title:	and Address:
Title:	

Form **8038-G**

(Rev. September 2011)

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

	ment of the Treasury	► See Caution: If the issue price	separate instructions. ce is under \$100,000, use	e Form 8038	-GC.				
Par		hority			If Ame	ended Re	turn, c	heck here	
1	Issuer's name				2 ls	suer's emple	oyer Iden	tification number	(EIN)
Capi	strano Unified School Dis	trict				95-2	32 1	055	V
За	Name of person (other than iss	suer) with whom the IRS may communic	ate about this return (see in	structions)	3b Te	elephone nur	nber of o	ther person shown	on 3a
		x if mail is not delivered to street address	is)	Room/suite	5 R	eport numbe	er (For IR	S Use Only)	not some
_	2 Calle Perfecto					100 0 000		3	
	City, town, or post office, state				7 D	ate of issue			
	Juan Capistrano, CA 9267	5					06/10/1	17	_
٥	Name of issue				a C	USIP numbe	er .		
	Name and title of officer or oth instructions)	er employee of the Issuer whom the IRS	S may call for more informat	ion (see		elephone nu nployee sho		officer or other Da	
Par	Type of Issue	(enter the issue price). See	the instructions and	attach sche	dule.				
11	Education						11		
12	Health and hospital						12		
13	Transportation						13	1,086,113	25
14	Public safety						14		
15		g sewage bonds)					15		
16	Housing					* *	16		
17						* *	17		
18	Other. Describe ► _						18		
19		s or RANs, check only box 19a					100000		BEE!
20		s, check only box 19b				▶ □			Willes &
Part	Description of	Obligations. Complete for		-	form is	s being f	led.		
	(a) Final maturity date	(b) Issue price	(c) Stated redemption		(d) Weig average m			(e) Yield	
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Part		eds of Bond Issue (includi	ng underwriters' d	iscount)					
22	Proceeds used for acc						22		
23		sue (enter amount from line 21,					23	1,086,113	25
24		d issuance costs (including unde			-	_			
25		dit enhancement							
26		reasonably required reserve or							
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		ance refund prior issues					29		
29 30	Nonrefunding proceed	ough 28)	from line 23 and ente	r amount h	ere) .		30	1,086,113	25
Par		Refunded Bonds. Complet							
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33		which the refunded bonds will				. >			
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		ct Notice see senerate instr			at No 63	7775	Form F	3038-G (Rev. 9	-2011)

Form 80	38-G (Re	v. 9-2011)			Page 2
Part	VI N	/liscellaneous			
35 36a	Enter t	the amount of the state volume the amount of gross proceeds in see instructions)	nvested or to be invested in a gu	aranteed investment contrac	ot est
b	Enter t	the final maturity date of the GIC	>		
с 37	Enter t	the name of the GIC provider the inancings: Enter the amount or governmental units.	of the proceeds of this issue tha	t are to be used to make loa	
38a b	Enter t	ssue is a loan made from the pr he date of the master pool oblic	gation ▶		
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b		of hedge provider			
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42 43	If the	ssuer has superintegrated the hissuer has established written fing to the requirements under t	procedures to ensure that all	nonqualified bonds of this	s issue are remediated
44	If the is	ssuer has established written pr	ocedures to monitor the require	ments of section 148, check	box ▶ □
45a	of reim	e portion of the proceeds was unbursement	• • • • • • • • • • • • • • • • • • •	check here ▶ □ and enter	
b	Enter t	he date the official intent was a	dopted >		
Signa and	iture		at I have examined this return and accom- complete. I further declare that I consent to I have authorized above.	to the IRS's disclosure of the issuer's	return information, as necessary to
Cons	ent			PHILLIPA	Gergel ASSI. SUTT, 4
		Signature of issuer's authorized rep	presentative Date	Type or print name	e and title
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Use	Only	Firm's name ▶		Firm 3 (-IN -

0.00 C76			
Santander Bank, N. 3 Huntington Quad Suite 101N		From:	Capistrano Unified School District 32972 Calle Perfecto San Juan Capistrano, CA 92675
Melville, NY 11747	4616		
INSURANCE:	COMPANY AND COVERAGE		
Company	ILLIANCE OF SCHOOL FOR COC	SPERATIVE INSI	URANCE PRO (ASCIP)
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	LUCY GONEALEZ		
Agent _	COCT HOLL		
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Phone Number Types a the insurance Contains as Loss Payer Type Public Liability and Proceedings of the Public Collision, Fire and	and Amounts listed in the Insurance Section apany / Agent listed above, has been asked and additional insured, with full correct VI operty Damage(Comprehensive) Theft (All Risk) of Collision, Fire and Theft(Risk)	Amount \$1,000,000.00 Co (per occurrence) Not less than re \$1,089,059.19	Agreement, of Insurance naming

10. AGREEMENT FOR STUDENT TRANSPORTATION SERVICES BETWEEN THE ORANGE COUNTY SCHOOL DISTRICTS:

Approval of the Agreement for Student Transportation Services Between the Orange County School Districts to provide cooperative transportation services during peak demand periods among various Orange County school districts. This agreement covers services for the period of July 1, 2017 through June 30, 2022. The various school districts will provide services at the rates indicated in the agreement, paid by the general fund and various site funds, depending on the services requested. Actual expenditures will vary depending on District need and availability of funds.

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

AGREEMENT FOR STUDENT TRANSPORTATION SERVICES BETWEEN THE ORANGE COUNTY SCHOOL DISTRICTS

This Agreement is made by and between the Orange County School Districts (hereinafter referred to as "Districts") listed on Exhibit A.

RECITALS

WHEREAS, the Districts are mutually interested in and concerned with the provision of adequate student transportation services during peak demand periods;

WHEREAS, certain Districts have personnel, vehicles, equipment and support facilities which are potentially available and suitable for special education, athletic, field trip, and special event activity student transportation services;

WHEREAS, other Districts are in need of such student transportation services;

WHEREAS, all the Districts wish to avoid any disruption of student transportation services necessary for such activities; and

WHEREAS, the Districts wish to enter into a cooperative effort to provide these student transportation services on an as needed and when available basis.

NOW, THEREFORE, the Districts agree as follows:

- 1. The recitals stated above are true and correct and are made a part of this Agreement.
- 2. Student Transportation Services.
 - 2.1 Each District listed on Exhibit A, which is incorporated herein by reference, agrees to participate in this Agreement for the purpose of ensuring that students will be able to have transportation in the event that an emergency need arises of another District that is a party to this Agreement for special education, athletic, field trip or special event activity.
 - 2.2 When one District ("Requesting District") lacks the necessary school buses and licensed school bus drivers to transport its students for special education, athletic, field trip or special event activities, the Requesting District may contact one of the Transporting Districts listed on Exhibit A. If the Transporting District has available extra school bus(es) and licensed school bus driver(s), then the Transporting District, in its sole discretion, may provide to the Requesting District the student transportation services and Requesting District agrees to pay the rate and/or mileage set by the Transporting District.
 - 2.3 Transporting Districts have sole discretion to decide whether to provide student transportation services to a Requesting District. Any Transporting District may also be a Requesting District.

- 2.4 Each Transporting District agrees to provide approved school buses and properly licensed school bus drivers and to perform regular preventive maintenance services on their school buses.
- 2.5 The Requesting District agrees that transportation outside of the Transporting District's normal business hours, weekends and holidays, shall be at the rate and/or mileage set by the Transporting District.
- 2.6 Districts agree that the Transporting District shall not be compelled by this Agreement to create any new transportation routes or to hire additional school bus drivers or to acquire additional school buses to service the Requesting District's student bus transportation needs.
- 2.7 The Districts shall cooperatively arrange for the required student transportation services and specific details of the required student transportation services shall be decided between the Requesting District and Transporting District.
- 2.8 Districts agree that this Agreement shall not prohibit, prevent or restrict any District from entering into any separate or alternative student transportation services agreement.

3. <u>Compensation</u>.

- 3.1 The Requesting District agrees that the compensation for student transportation services shall be at the hourly rate and/or mileage set by the Transporting District.
- 3.2 Each Transporting District has the sole discretion to change the hourly rate and/or mileage at any time without notice.
- 3.3 Transporting District shall invoice the Requesting District and shall itemize costs payable by Requesting District. Requesting District shall pay Transporting District within forty five (45) days of receipt of an invoice.
- 4. <u>Student Behavior Guidelines.</u> A Requesting District shall follow the Student Behavior Guidelines established by the selected Transporting District.
- 5. <u>Term of the Agreement</u>. This term of the Agreement will be July 1, 2017, through June 30, 2022, subject to termination as set forth herein.
- 6. <u>Termination</u>. Participation in this Agreement may be unilaterally terminated by any District at any time. A District wishing to terminate shall provide thirty (30) days prior written notice to Orange Unified School District, Attention: Pam McDonald, Transportation Director, who will notify all remaining Districts to this Agreement of the decision of a terminating District and the date of effective termination. Termination by one District will not terminate this Agreement as to the remaining Districts.
- 7. <u>Indemnification</u>. A Requesting District agrees to defend, indemnify and hold harmless a Transporting District, its governing board, officers and employees from every claim or demand made and every liability, loss, damage, cost, expense, action, cause of action, or judgment of any nature whatsoever, arising from the intentional or negligent act or negligent omission of the Requesting District.

A Transporting District agrees to defend, indemnify and hold harmless a Requesting District, its governing board, officers and employees from every claim or demand made and every liability, loss, damage, cost, expense, action, cause of action, or judgment of any nature whatsoever, arising from the intentional or negligent act or negligent omission of the Transporting District.

- 8. <u>Insurance</u>. Each District has and agrees to maintain, in full force and effect, a policy or policies of insurance evidencing all coverages and endorsements necessary, in its sole discretion, for purposes of effectuating the purposes of this Agreement. An appropriate self-insurance program shall be acceptable. Copies of the certificates of insurance for each District shall be provided upon written request of any District that is a party to this Agreement.
- 9. <u>Independent Contractors</u>. Each District, in the performance of services pursuant to this Agreement, shall be and act as an independent contractor. Each District understands and agrees that it and all of its employees shall not be considered officers, employees or agents of any of the participating Districts to this Agreement. Each District assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this Agreement. Each District 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 District's employees.
- 10. <u>Assignment</u>. This Agreement and the services provided herein shall not be assigned by any District.
- 11. <u>Notice</u>. Notice shall be in writing and be given by personal service, interdistrict mail service, or by U.S. Mail, postage prepaid. Notice shall be considered given when received, if personally served; if provided by interdistrict mail, on the following business day; or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices are to be sent and the individual who will receive such notices are set forth in Exhibit A.
- 12. <u>Applicable Laws</u>. Each District agrees to comply with all laws, rules and regulations applicable to providing student bus transportation services in the State of California.
- 13. <u>Governing Law.</u> This Agreement shall be governed by the laws of the State of California, with venue in Orange County, California.

14. <u>Entire Agreement</u>. This Agreement and Exhibit A attached hereto constitute the entire agreement between the Districts. However, it does not supersede any prior, current or subsequent written agreement entered into by the Districts with regard to student transportation services. This Agreement may be amended only by a written amendment executed by the Districts.

Capistrano Unified School District
Print School District Name
Signature
Lynh Rust, Executive Director, Contracts & Purchasing
Print Name and Title
Date

Exhibit A Participating Districts

Anaheim Elementary School District

1001 South East Street Anaheim, CA 92805 Attn: Rick Lewis (Transporting District) Anaheim Union High School District

501 N. Crescent Way Anaheim, CA 92803 Attn: Matt Thomas (Transporting District)

Brea Olinda Unified School District

1 Civic Center Circle Brea, CA 92822 Attn: Jean Alderete (Transporting District) Buena Park School District 6885 Orangethorpe Avenue Buena Park, CA 90620 Attn: Alfonso Perez (Transporting District)

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, CA 92675

Attn: Carlos Chicas (Transporting District)

Centralia School District 6625 La Palma Avenue Buena Park, CA 90620 Attn: Carla Nossett (Transporting District)

Cypress School District

9470 Moody Street Cypress, CA 90630 Attn: Robert Daley (Transporting District) Fountain Valley School District

10055 Slater Avenue Fountain Valley, CA 92708 Attn: Jennifer Hawes

Fullerton Joint Union High School District

1051 West Bastanchury Road Fullerton, CA 92833 Attn: Rafael Delgado (Transporting District) Fullerton School District 1401 West Valencia Drive Fullerton, CA 92833 Attn: Debbie Vasquez

Garden Grove Unified School District

10331 Stanford Avenue Garden Grove, CA 92840 Attn: Javier Rodriguez (Transporting District) Huntington Beach City School District

17011 Beach Boulevard Huntington Beach, CA 92647 Attn: Jo-Lynn Wesolek (Transporting District)

Huntington Beach Union High School District

5832 Bolsa Avenue

Huntington Beach, CA 92649

Attn: Pat Stellhorn (Transporting District)

Irvine Unified School District 5050 Barranca Parkway Irvine, CA 92604 Attn: Rose Clegg

Exhibit A Participating Districts

La Habra City School District 500 North Walnut Street La Habra, CA 90631 Attn: Mary Allen

Los Alamitos Unified School District

10293 Bloomfield Street Los Alamitos, CA 90720 Attn: John Eclevia (Transporting District)

Magnolia School District 2705 West Orange Avenue

Anaheim, CA 92804 Attn: Pam Odiorne (Transporting District)

Ocean View School District 17200 Pinehurst Lane

Huntington Beach, CA 92647

Attn: Gingi Borg (Transporting District)

Orange Unified School District 726 West Collins Avenue

Orange, CA 92867 Attn: Pam McDonald (Transporting District)

Saddleback Valley Unified School District

25631 Peter A. Hartman Way Mission Viejo, CA 92691 Attn: Kimberly Seiver (Transporting District)

Savanna School District 1330 South Knott Avenue Anaheim, CA 92804 Attn: Jim Harris

Westminster School District 14121 Cedarwood Avenue Westminster, CA 92683 Attn: Donna Rivard (Transporting District) Laguna Beach Unified School District

550 Blumont Street Laguna Beach, CA 92651

Attn: Jeff Dixon

Lowell Joint School District 11019 Valley Home Avenue

Whittier, CA 90603 Attn: Andrea Reynolds

Newport-Mesa Unified School District

2985-A Bear Street Costa Mesa, CA 92626 Attn: Pete Meslin (Transporting District)

Orange County Superintendent of Schools

200 Kalmus Drive Costa Mesa, CA 92626 Attn: Pat McCaughey

Placentia-Yorba Linda Unified School District

1301 East Orangethorpe Avenue

Placentia, CA 92870 Attn: Richard Jimenez (Transporting District)

Santa Ana Unified School District

1601 East Chestnut Avenue Santa Ana, CA 92701 Attn: Shelley Humphrey

Tustin Unified School District

300 South "C" Street Tustin, CA 92780 Attn: Doug Heckathorn

11. AWARD OF REQUEST FOR PROPOSALS NO. 8-1617 ASSESSMENT DELIVERY AND DATA MANAGEMENT SYSTEM (ADDMS) - ILLUMINATE EDUCATION, INCORPORATED:

Approval of the Award of Request for Proposals No. 8-1617, Assessment Delivery and Data Management System to Illuminate Education, Incorporated. The awarded vendor was selected based on criteria specified in the Request for Proposals No. 8-1617 document. The District is seeking an assessment delivery and data management system which is a web-based software allowing educators and administrators to analyze state and District assessment data and teachers to administer online assessments. The District received six proposals from firms. The proposed agreement is for the term of July 1, 2017 through June 30, 2022 at the rates incorporated by reference in the proposal, for an initial annual amount of \$224,000 for the assessment delivery and data management system and related services. The proposal and the evaluation criteria are available in the Purchasing Department for review.

Contact: Susan Holliday, Associate Superintendent, Education Services



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("<u>Agreement"</u>) is effective as of **June 8, 2017** ("<u>Effective Date</u>") by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("<u>District</u>") and the contractor listed below ("<u>Contractor</u>"). District and Contractor may hereafter be referred to as "Party" or collectively as the "Parties".

ILLUMINATE EDUCATION, 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 services from time to time, specifically as set forth in Request for Proposal No. 8-1617 Assessment Delivery and Data Management System (ADDMS); 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:

<u>Scope of Work/Services.</u> Contractor shall perform the services as set forth in the response provided pursuant to Request for Proposals No. 8-1617 Assessment Delivery and Data Management System (ADDMS), both of which are fully incorporated by reference (hereinafter referred to as "<u>Contracted Services</u>"). Contractor's scope of work shall be set forth in or supplemented by purchase orders subsequently issued by the District, on an as-needed basis.

<u>Fees and Expenses.</u> 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: **\$224,000** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **July 1, 2017 through June 30, 2018** 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 WHERE	OF, the parties have executed	d this Agreement as of the date written above.

Capistrano Unified School District	Contractor
By:	Signature:
Name: Lynh N. Rust	Name:
Title: Executive Director, Contracts & Purchasing	Title:
Board Approval Date: June 7, 2017	Address:
	Email Address:
	FEIN·

GENERAL CONDITIONS

District and Contractor acknowledge, and agree to be bound by, the provisions set forth below:

- 1. Engagement of Services. District engages the services of Contractor under the terms in the Agreement and these additional provisions. Contractor agrees to exercise the highest professionalism and utmost care, and to utilize Contractor's expertise and talents in completing such services. Contractor agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Contractor agrees that it shall perform its services in a timely manner. Contractor agrees to provide Contractor's own equipment, tools and other materials at Contractor's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Contractor when necessary, upon written permission by authorized District personnel. Contractor may not assign, subcontract or otherwise delegate Contractor's obligations under the Agreement without District's prior written consent. Contractor shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
- 2. <u>Invoicing.</u> For hourly services, Contractor shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Contractor shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
- 3. <u>Expenses</u>. Contractor shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
- 4. Independent Contractor. Contractor, in performing this Agreement, shall be, and act as, an independent contractor. Contractor understands and agrees that he/she/it, all his/her/its employees, agents and contractors shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and contractors 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, and insurance, including workers' compensation, with respect to Contractor's employees. Further, Contractor and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
- 5. <u>Originality of Services</u>. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and 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.
- 6. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., 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 matters in the name of 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. Any trade secrets of the District which come into the possession of Contractor in connection with services under this Agreement, remain the property of the District and Contractor expressly agrees to keep such trades secrets confidential.
- 7. Termination. District may terminate the Agreement at its convenience and without any breach by Contractor upon ten (10) calendar days' prior written notice to Contractor. District may also terminate the Agreement immediately in its sole discretion for cause or upon Contractor's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Contractor may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of this Agreement for any reason, Contractor's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate

documentation. Unless other terms are set forth in this Agreement, District will reimburse Contractor for previously approved expenses in compliance with the policies of the District.

- 8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Contractor will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Contractor further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Contractor's plans, job files, reports, data and records relating to the work performed under this Agreement.
- 9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
- 10. <u>Insurance</u>. Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this 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 Effective Date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Contractor agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Contractor to provide insurance as required under other provisions of this Agreement.
- 11. <u>Assignment</u>. The obligations of the Contractor pursuant to this Agreement shall not be assigned by Contractor without prior written consent from the District.
- 12. <u>Notices</u>. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
- 13. <u>Compliance with Applicable Laws</u>. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure 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, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
- 14. <u>Permits/Licenses</u>. 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 under this Agreement.
- 15. <u>Employment with Public Agency</u>. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other that 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, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.
- 17. <u>Nondiscrimination</u>. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status,

sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Contractor shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

- 18. <u>Non-waiver</u>. 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. <u>Severability</u>. 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.
- 20. <u>Attorney Fees/Costs.</u> Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
- 21. <u>Governing Law</u>. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
- 22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
- 23. <u>Conflict</u>. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
- 24. <u>Captions</u>. The captions of this Agreement shall have no effect on its interpretation.
- 25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
- Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and viceversa.
- 27. <u>Successors in Interest</u>. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
- 28. <u>Survival and Severability</u>. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- 29. Consultant's Employees. Contractor shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Contractor to ensure compliance with this section. Any person in the employ of Contractor whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Contractor shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.
- 30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for determing and resolving such claims.

A. <u>Initial Review and Evaluation of a Claim</u>

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10)

business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five within (5) business days of recipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or if no mediation takes place, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrators; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five within (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

*All checked items must be on file with Purchasing Department.

Certificates of Insurance

- ✓ Commercial General Liability Insurance Additional Insured Endorsement Option 1: form CG 20 10 11 85
 - Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04 Either form must be accompanied by Form CG 20 37 07 04
- ✓ Business Auto Liability Insurance
- ✓ Workers' Compensation and Employers Liability Insurance

Refer to Article 10. INSURANCE REQUIREMENTS

- ✓ Certification by Contractor Criminal Records Check
- **√** W-9

12. CALIFORNIA INTERSCHOLASTIC FEDERATION REPRESENTATIVES:

Approval of the six comprehensive high school principals as league representatives to the California Interscholastic Federation (CIF) for 2017-2018. As a member of CIF, the District is required by Education Code § 33353(a) to designate its representatives to CIF on a yearly basis. League representatives vote on issues that impact school athletic programs. There is no financial impact.

Contact: Susan Holliday, Associate Superintendent, Education Services



TO:

SUPERINTENDENT OF PUBLIC SCHOOLS

PRINCIPAL OF PRIVATE SCHOOLS

FROM:

ROGER L. BLAKE

RE:

FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE:

APRIL 21, 2017

Enclosed is a form upon which to record your district and/or school representatives to leagues for next year, 2017-2018. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. It is a legal requirement that league representatives be so designated.

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, after action by the governing board, you send the names of league representatives to your CIF Section office. Obviously, the presumption behind this code section is that the representatives of boards are the <u>only</u> people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p.17) for the affected schools.

At the State Federated Council level we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools and we appreciate the support you give to the program and to CIF.

Please return the enclosed form no later than June 30, 2017 directly to your CIF Section Office. Addresses of each section are listed on the back of the form. Please contact us if we can give you further information.

2017-2018 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and <u>RETURN TO THE CIF SECTION</u>
<u>OFFICE</u> (ADDRESSES ON REVERSE SIDE) no later than June 30, 2017.

Capistrano Unified	School District/Governing Board at its	meeting
(Name of school district/governing board)	(Date	;)
appointed the following individual(s) to serve for the 2017-2018 school year as the schoo	il's league
representative:		

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAMEOFSCHOOL Aliso Niguel High School	L. L. Miller Broad By Land
NAME OF REPRESENTATIVE Deni Christensen	POSITION Principal
ADDRESS 28000 Wolverine Way	_{CITY} Aliso Viejo _{ZIP} 92656
PHONE 949-830-5590 FAX 949-448-9854	E-MAIL dmchristensen@capousd.org
************	**********
NAME OF SCHOOL Capistrano Valley High School	The State of the s
NAME OF REPRESENTATIVE Joshua Hill	POSITION Principal
ADDRESS 26301 Via Escolar	CITY Mission Viejo ZIP 92692
PHONE 949-364-6100 FAX 949-347-1298	E-MAIL jjhill@capousd.org
**************	**********
NAME OF SCHOOL Dana Hills High School	
NAME OF REPRESENTATIVE Jason Allemann	POSITION Principal
ADDRESS 33333 Golden Lantern	_{CITY} Dana Point _{ZIP} 92629
PHONE 949-496-6666 FAX 949-489-8317	E-MAIL jjallemann@capousd.org
*************	**********
NAMEOFSCHOOL San Clemente High School	Chair Deposition Tailing The st
NAME OF REPRESENTATIVE Chris Carter	POSITION Principal
ADDRESS 700 Avenida Pico	CITY San Clemente ZIP 92673
PHONE 949-492-4165 FAX 949-361-5175	E-MAIL ccarter@capousd.org

If the designated representative is not available for a given <u>league</u> meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superinte	ndent's or Principal's Name <u>Kirsten Vital</u>	Signa	ature		
Address _	33122 Valle Road	City	SJC	Zip	92675
Phone	949-234-9200	Fax	949-496-7681		

PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE <u>CIF SECTION OFFICE</u>.

SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.

2017-2018 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and RETURN TO THE CIF SE	CTION
OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 30, 2017.	

Capistrano Unified	School District/Governing Board at its	meeting,
(Name of school district/governing board)		(Date)
appointed the following individual	(s) to serve for the 2017-2018 school year as the	e school's league
representative:		

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL San Juan Hills High School	
NAME OF REPRESENTATIVE Jennifer Smalley	POSITION Principal
ADDRESS 29211 Stallion Ridge	CITY SJC ZIP 92675
PHONE 949-234-5900 FAX 949-488-9727	E-MAIL jsmalley@capousd.org
*************	*********
NAME OF SCHOOL Tesoro High School	
NAME OF REPRESENTATIVE William Mocnik	POSITION Principal
ADDRESS 1 Tesoro Creek Road	CITY Las Flores ZIP 92688
PHONE 949-234-5310 FAX 949-766-3370	E-MAIL
****************	**********
NAME OF SCHOOL	waters and a supersignificant of the same
NAME OF REPRESENTATIVE	POSITION
ADDRESS	CITY ZIP
PHONE FAX	E-MAIL
***************	*********
NAME OF SCHOOL	
NAME OF REPRESENTATIVE	POSITION
ADDRESS	CITY ZIP

If the designated representative is not available for a given <u>league</u> meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name_Kristen Vital		Signat	ure	-	
Address _	33122 Valle Road	City	SJC	Zip	92675
Phone	949-234-9200	Fax	949-496-7681		

PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE <u>CIF SECTION OFFICE</u>. SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.

CIF SECTION OFFICES

CIF CENTRAL SECTION

Jim Crichlow, Commissioner P.O. Box 1567 Porterville, CA 93258 Phone: (559) 781-7586 Fax: (559) 781-7033

CIF CENTRAL COAST SECTION

Duane Morgan, Commissioner 6830 Via Del Oro, Suite 103 San Jose, CA 95119 Phone: (408) 224-2994 Fax: (408) 224-0476

CIF LOS ANGELES SECTION

John Aguirre, Commissioner 10660 White Oak Avenue, Suite 216 Granada Hills, CA 91344 Phone: (818) 767-0800 Fax: (818) 767-0802

CIF NORTH COAST SECTION

Gil Lemmon, Commissioner 5 Crow Canyon Court, Suite 209 San Ramon, CA 94583 Phone: (925) 263-2110 Fax: (925) 263-2120

CIF NORTHERN SECTION

Elizabeth Kyle, Commissioner 2241 St. George Lane, Suite 2 Chico, CA 95926 Phone: (530) 343-7285 Fax: (530) 343-5619

CIF OAKLAND SECTION

Alphonso Powell, Commissioner 900 High Street Oakland, CA 94601 Phone: (510) 434-2218 Fax: (510) 434-3351

CIF SAC-JOAQUIN SECTION

Michael Garrison, Commissioner P.O. Box 289 Lodi, CA 95241 Phone: (209) 334-5900 Fax: (209) 334-0300

CIF SAN DIEGO SECTION

Jerry Schniepp, Commissioner 2131 Pan American Plaza San Diego, CA 92101 Phone: (858) 292-8165 Fax: (858) 292-1375

CIF SAN FRANCISCO SECTION

Don Collins, Commissioner 555 Portola Drive, Bungalow 2 San Francisco, CA 94131 Phone: (415) 920-5185 Fax: (415) 920-5189

CIF SOUTHERN SECTION

Rob Wigod, Commissioner 10932 Pine Street Los Alamitos, CA 90720 Phone: (562) 493-9500 Fax: (562) 493-6266

13. SINGLE PLANS FOR STUDENT ACHIEVEMENT AND BUDGETS FOR 2017-2018:

Approval of the Single Plans for Student Achievement (SPSA) and Budgets for the 2017-2018 school year. As required by SB 374, the purpose of each school's SPSA is to create a cycle of continuous improvement of student performance and to ensure all students succeed in reaching academic standards set by the State Board of Education. The goals contained within each plan are aligned to the District's Wildly Important Goals and Local Control Accountability Plan. Each plan is developed by school staff and initially approved through a process conducted by the School Site Council (SSC) advisory committee that includes stakeholder input. The SSC is composed of a group representing parents, staff and students (high schools only). Plans are written to cover a one year period except for Title I schools in program improvement, a two year period. All plans are updated annually. Title I School-wide Plan components are also included. The outlined action plans and related expenditures are implemented throughout the school year, and serve as a framework for each school's efforts. The SPSA documents are available for viewing in Education Services upon request.

Contact: Susan Holliday, Associate Superintendent, Education Services

CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

June 7, 2017

SINGLE PLANS FOR STUDENT ACHIEVEMENT AND BUDGETS FOR 2017-2018

The SPSA documents are available for viewing in Education Services upon request.

14. EXTENDED SCHOOL YEAR PROPOSAL FOR 2018:

Approval of the proposed 2018 Extended School Year (ESY) program. California Code of Regulations § 3043, Title 5, establishes that ESY services shall be provided for each individual with exceptional needs who requires special education and related services beyond the regular academic year. A student is eligible for ESY if it is determined by the Individualized Education Program team that interruption of the pupil's educational programming may cause regression, when coupled with limited recoupment capacity, rendering it impossible or unlikely the pupil will attain the level of self-sufficiency and independence that would otherwise be expected in view of his or her disability. For 2018, staff is recommending a 19-day program from June 18, 2018 through July 13, 2018 for ESY students. The proposed ESY classes will be offered at three elementary schools, one middle school, one high school, and one adult transition center, and will serve approximately 1,100 students. The total cost of the special education ESY program is approximately \$1,600,000.

Contact: Gregory Merwin, Associate Superintendent, Student Support Services

There is no exhibit for this item.

15. MEMBERS OF THE SPECIAL EDUCATION LOCAL PLAN AREA COMMUNITY ADVISORY COMMITTEE:

Approval of the appointment of Steve Burke, Meredith Chillemi, Claudia Ginsberg-Brown, Bridget Harvey, Veronica Hoggatt, Allison Jacobs, Janette Morey, Jodi Powell, Kimber Smith and Malissa Watson to serve as a Community Advisory Committee (CAC) voting member for the 2017 and 2018 calendar years. In accordance with the California Education Code § 56190, each Special Education Local Plan Area (SELPA) shall establish a CAC with parents of special education students forming the majority. Based on the bylaws of the SELPA, a committee of voting members is established annually, comprised of District parents, teachers, administrators, and community representatives who serve District students. The term of appointment for voting members is two years, staggered annually. There is no financial impact.

Contact: Gregory Merwin, Associate Superintendent, Student Support Services

There is no exhibit for this item.

16. AWARD OF REQUEST FOR PROPOSALS NO. 7-1617 INVESTIGATIVE SERVICES - NICOLE MILLER & ASSOCIATES, INCORPORATED:

Approval of the Award of Request for Proposals No. 7-1617, Investigative Services to Nicole Miller & Associates, Incorporated. The awarded vendor was selected based on criteria specified in the Request for Proposals No. 7-1617 document. The District is seeking an investigation firms. The District received six proposals from firms. The proposed agreement is for the term of July 1, 2017 through June 30, 2018 at the rates included in the agreement, for an initial contract amount of \$175,000. The proposal and the evaluation criteria are available in the Purchasing Department for review.

Contact: Gordon Amerson, Associate Superintendent, Human Resource Services



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **June 8, 2017** ("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".

NICOLE MILLER & ASSOCIATES, 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 investigative services from time to time, specifically at the rates 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:

<u>Scope of Work/Services.</u> Contractor shall perform the services as set forth in the proposal received pursuant to RFP No. 7-1617, the RFP No. 7-1617 document and any certifications and documents described therein, including but not limited to any addenda (hereinafter referred to as "<u>Contracted Services</u>"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth by purchase orders subsequently issued by the District, on an as-needed basis.

<u>Fees and Expenses.</u> 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: **\$175,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **July 1, 2017 through June 30, 2018** 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.

Capistrano Unified School District	Contractor
Ву:	Signature:
Name: Lynh N. Rust	Name:
Title: Executive Director, Contracts & Purchasing	Title:
Board Approval Date: June 7, 2017	Address:
	Email Address:
	FEIN:

CUSD INDEPENDENT CONTRACTOR AGREEMENT CAPISTRANO UNIFIED SCHOOL DISTRICT

GENERAL CONDITIONS

District and Contractor acknowledge, and agree to be bound by, the provisions set forth below:

- 1. Engagement of Services. District engages the services of Contractor under the terms in the Agreement and these additional provisions. Contractor agrees to exercise the highest professionalism and utmost care, and to utilize Contractor's expertise and talents in completing such services. Contractor agrees that it will act in a manner it believes to be in the best interest of District rather than for itself or another third party. Contractor agrees that it shall perform its services in a timely manner. Contractor agrees to provide Contractor's own equipment, tools and other materials at Contractor's own expense, unless otherwise agreed to in writing by the District. District will make its facilities and equipment available to Contractor when necessary, upon written permission by authorized District personnel. Contractor may not assign, subcontract or otherwise delegate Contractor's obligations under the Agreement without District's prior written consent. Contractor shall devote such time to the performance of services under this Agreement that are reasonably necessary for satisfactory performance of the services and obligations hereunder.
- 2. <u>Invoicing.</u> For hourly services, Contractor shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed under an agreed fixed fee, Contractor shall submit invoices to District upon completing the services or as otherwise agreed to expressly in this Agreement.
- 3. <u>Expenses</u>. Contractor shall handle all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
- 4. Independent Contractor. Contractor, in performing this Agreement, shall be, and act as, an independent contractor. Contractor understands and agrees that he/she/it, all his/her/its employees, agents and contractors shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her/its employees, agents and contractors 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, and insurance, including workers' compensation, with respect to Contractor's employees. Further, Contractor and its personnel shall not have the authority, express or implied, to act as an agent on behalf of, or bind, the District, unless expressly authorized in writing by the District.
- 5. <u>Originality of Services</u>. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and 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.
- 6. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement, including information prepared, produced, or provided, such as, for illustrative purposes, documents, writings, typewriting, printing, photostatting, computer models, plans, drawings, etc., 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 matters in the name of 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. Any trade secrets of the District which come into the possession of Contractor in connection with services under this Agreement, remain the property of the District and Contractor expressly agrees to keep such trades secrets confidential.
- 7. Termination. District may terminate the Agreement at its convenience and without any breach by Contractor upon ten (10) calendar days' prior written notice to Contractor. District may also terminate the Agreement immediately in its sole discretion for cause or upon Contractor's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude by an individual with whom the District contracts directly, or an owner, officer or director of an entity with whom the District contracts; (b) any reasonable suspicion of fraud; (c) negligence in the performance of duties under the Agreement; and (d) nonperformance, as determined by the District, of any reasonable and lawful duty assigned under the Agreement. Contractor may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of this Agreement for any reason, Contractor's fees will be prorated based on the work completed at the time of termination for work then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate

Gen. Terms/Conditions Page - 2 -277 of 367 documentation. Unless other terms are set forth in this Agreement, District will reimburse Contractor for previously approved expenses in compliance with the policies of the District.

- 8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Contractor will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Contractor further agrees that any property situated on District's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time. The District shall have access, upon reasonable request, to Contractor's plans, job files, reports, data and records relating to the work performed under this Agreement.
- 9. Indemnification and Hold Harmless. Contractor agrees to and shall immediately defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all demands, claims, including active and passive claims, lawsuits, damages, of every kind and nature, losses, costs, attorneys' fees and expenses, liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained, arising out of, or pertaining to, activities or services provided by Contractor or its employees, subcontractors, or agents, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. This paragraph does not apply to any damage or losses caused by the negligence or willful misconduct of District or its employees. The defense, indemnity and hold harmless provisions of this Agreement shall not be limited, impaired or diminished in any way by the insurance requirements set forth in this Agreement. This paragraph shall be construed in the broadest manner to provide for an immediate defense and indemnity of the claims set forth herein.
- 10. <u>Insurance</u>. Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this 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 Effective Date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Contractor agrees to name District and its officers, agents and employees as additional insureds by separate endorsement under said policy or policies. Nothing herein shall limit the obligations for Contractor to provide insurance as required under other provisions of this Agreement.
- 11. <u>Assignment</u>. The obligations of the Contractor pursuant to this Agreement shall not be assigned by Contractor without prior written consent from the District.
- 12. <u>Notices</u>. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
- 13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure 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, and personnel engaged in operations covered by this Agreement or accruing out of performing of such operations.
- 14. <u>Permits/Licenses</u>. 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 under this Agreement.
- 15. <u>Employment with Public Agency</u>. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other that 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, or general or specific terms and conditions attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement regarding the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.
- 17. <u>Nondiscrimination</u>. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status,

sexual orientation, or gender of such person. To the extent applicable to the this Agreement, Contractor shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

- 18. <u>Non-waiver</u>. 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. <u>Severability</u>. 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.
- 20. <u>Attorney Fees/Costs.</u> Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
- 21. <u>Governing Law</u>. The laws of the State of California shall govern the terms and conditions of this Agreement with venue for any dispute arising hereunder to be solely proper in Orange County, California.
- 22. Construction of Agreement. If there is any uncertainty or ambiguity in the terms of this Agreement, it shall not be construed for or against any Party hereto on the grounds that such Party was responsible for drafting of any particular term set forth herein. The Parties each waive and relinquish in connection with this Agreement any and all rights that he/ she/it may have or claim under California Civil Code section 1654.
- 23. <u>Conflict</u>. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of the exhibits, or any other document included herein, the provisions of this Agreement shall govern.
- 24. Captions. The captions of this Agreement shall have no effect on its interpretation.
- 25. No Use of Mark or Name. Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
- Singular and Plural. Where required by the context of this Agreement, the singular shall include the plural and viceversa.
- 27. <u>Successors in Interest</u>. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.
- 28. <u>Survival and Severability</u>. Unless otherwise specifically provided, the covenants herein shall survive termination of this Agreement. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- 29. Consultant's Employees. Contractor shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Contractor to ensure compliance with this section. Any person in the employ of Contractor whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Contractor shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.
- 30. Mandatory Claims Process, including Expedited Arbitration.

If District or Consultant has a claim regarding, arising from, or pertaining to this Agreement, this Mandatory Claims Process is the exclusive method for determing and resolving such claims.

A. <u>Initial Review and Evaluation of a Claim</u>

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10)

business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by District's Board of Trustees.

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five within (5) business days of recipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 30 hereof.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or if no mediation takes place, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrators; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five within (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 30 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

[Remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

*All checked items must be on file with Purchasing Department.

Certificates of Insurance

- ✓ Commercial General Liability Insurance Additional Insured Endorsement Option 1: form CG 20 10 11 85
 - Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04 Either form must be accompanied by Form CG 20 37 07 04
- ✓ Business Auto Liability Insurance
- ✓ Workers' Compensation and Employers Liability Insurance

Refer to Article 10. INSURANCE REQUIREMENTS

- ✓ Certification by Contractor Criminal Records Check
- **√** W-9

PRICING SHEET

Prices effective July 1, 2017 - June 30, 2018

Service Type Hourly Rate
INVESTIGATIVE SERVICES \$135.00

Investigations

Pre-employment background checks

Residency verifications

Witness locating

Sub Rosa and Surveillance

School Board Presentations

Social Media and Online Research

Training for Administrators

OTHER TERMS

- Invoices will indicate personnel and specific time spent at 6 minutes or (.10) hour increments.
- Round trip mileage from the Nicole Miller & Associates office to a work site is charged at the standard IRS mileage rate.
- There are no mark-up charges for materials, supplies, travel expenses, etc., over the actual cost. All receipts will be provided.

Capistrano Unified School District - Proposal for Investigation Services - RFP No. 7-1617

Page 17 of 22

17. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:

Approval of the activity list for employment, separation and additional assignments of classified employees. These positions will be charged to the appropriate fund and are included in the adopted budget. *Contact: Gordon Amerson, Associate Superintendent, Human Resource Services*

San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

			Original	Date of
<u>Name</u>	Position Title	Reason	Hire Date	Separation
1. Akhlaghi, Negar	Certified Occupational Therapy Asst	Voluntary	04/18/2011	05/05/2017
2. Balsis, Bradley	Sch Bus Driver	Probationary	02/13/2017	05/04/2017
3. Cooper, Stephanie	Inst Asst	Voluntary	10/19/2009	06/01/2017
4. Denning, Colette	MS Library Media Technician	Retirement	10/24/1994	08/03/2017
5. Doss, Marian	Student Supvr	District Initiated	10/10/2013	05/01/2017
6. Flint, Anneliese	FS Worker	Voluntary	09/07/2000	05/31/2017
7. Frazier, Mary	Elem Library Media Technician	Voluntary	10/29/2017	06/01/2017
8. Harper, Katherine	Inst Asst-Sp Ed	District Initiated	12/07/2016	01/20/2017
9. Kibic, Gilda	Student Supvr	Voluntary	01/16/2007	06/01/2015
10. Montes, Noah	Inst Asst-Sp Ed	Voluntary	02/01/2017	05/16/2017
11. Nunan, Kathryn	Dir I, Insurance & Risk Management	Retirement	09/12/1983	07/31/2017
12. Perez, Lina	Blngl Elem Sch Office Mngr	Retirement	01/06/1992	08/04/2017
13. Schantz, Merilee	Elem Sch Clerk	Retirement	10/17/1994	05/24/2017
14. Soderin, Charles	Sch Bus Driver	Retirement	10/28/1999	06/01/2017
15. Wright, Pamla	IF-Sp Ed	Retirement	04/01/1994	06/01/2017
16. Zaldivar, Kathryn	FS Worker	Voluntary	11/08/2011	03/13/2017
	APPROVE EM	<u>MPLOYMENT</u>		
			Range	Effective
Name	Position-Full Time	Salary	<u>Step</u>	<u>Date</u>
17. Castillo, Erik	Custodian I (12mo/40hpw)	\$17.24 hr	R26-1	05/15/2017

San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	Position-Part Time	Salary	Range Step	Effective <u>Date</u>
18. Collins, Amy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	05/15/2017
19. Cooper, Kevin	Sch Bus Driver (9.5mo/hrs per bid)	\$18.70 hr	R28-1	05/22/2017
20. Dobias, Denise	Sch Bus Driver (9.5mo/hrs per bid)	\$18.70 hr	R28-1	05/22/2017
21. Kuzmanoff, George	Sch Bus Driver (9.5mo/hrs per bid)	\$18.70 hr	R28-1	05/22/2017
22. Walls, Kecia	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	05/10/2017
				Effective
<u>Name</u>	Position-Short Term	Salary		<u>Date</u>
23. Baldasare, Shelley	Lead Testing Asst	\$20.00 hr		05/01/2017- 05/19/2017
24. Balsis, Cody	Student Supvr	\$10.50 hr		05/11/2017
25. Banda, Norma	Testing Asst	\$14.50 hr		05/01/2017-
				05/31/2017
26. Brickey, Heidi	Testing Asst	\$14.50 hr		05/01/2017-
				05/31/2017
27. Brown, Nancy	Testing Asst	\$14.50 hr		05/03/2017-
	~ . ~			05/17/2017
28. Brown, Richelle	Student Supvr	\$10.50 hr		05/17/2017
29. Calerio, Joy	Lead Testing Asst	\$20.00 hr		05/01/2017- 05/31/2017

CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	Position-Short Term	Salary	Effective <u>Date</u>
30. Del Pozo, Sonia	Student Supvr	\$10.50 hr	05/16/2017
31. Dietrich, Aubrey	Testing Asst	\$14.50 hr	05/01/2017-
			05/31/2017
32. Free, Kathy	Testing Asst	\$14.50 hr	04/17/2017-
			06/01/2017
33. Gallego, Marina	Testing Asst	\$14.50 hr	05/01/2017-
			05/31/2017
34. Gonzalez, Edrine	Testing Asst	\$14.50 hr	05/01/2017-
			05/31/2017
35. Hendron, Laurie	Testing Asst	\$14.50 hr	05/01/2017-
			05/31/2017
36. Jones, Juliet	Student Supvr	\$10.50 hr	05/16/2017
37. Junio, Jennifer	Testing Asst	\$14.50 hr	05/01/2017-
		420.004	05/31/2017
38. Labac, Julie	Lead Testing Asst	\$20.00 hr	05/01/2017-
20.14		#40 # 0.1	05/31/2017
39. Mearelli, Virginie	Student Supvr	\$10.50 hr	08/22/2017
40. Mills, Joann	Testing Asst	\$14.50 hr	05/01/2017-
41 70 1 34	T	014.501	05/31/2017
41. Packman, Margaret	Testing Asst	\$14.50 hr	05/01/2017-
40 D D 1	G. 1 . G	Φ14.50.1	05/31/2017
42. Perez, Pamela	Student Supvr	\$14.50 hr	05/04/2017
43. Piecuch, Kari	Student Supvr	\$10.50 hr	05/09/2017
44. Pinon, Cassie	Testing Asst	\$14.50 hr	05/01/2017-
45 D 1	T	Φ14.70.1	05/31/2017
45. Robertson, Charity	Testing Asst	\$14.50 hr	05/01/2017-
46 D 11 C1 : /:	T A	¢14.501	05/31/2017
46. Royall, Christine	Testing Asst	\$14.50 hr	05/01/2017-
47 C : C . :	Tarkina A. (¢14501	05/31/2017
47. Seniura, Susie	Testing Asst	\$14.50 hr	05/01/2017-
			05/31/2017

EXHIBIT 17

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San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	Position-Short Term	Salary	Effective Date
48. Smoleniec-Delahunt, Roderick	Lead Testing Asst	\$20.00 hr	05/01/2017- 05/19/2017
49. Toole, Sherry	Testing Asst	\$14.50 hr	05/01/2017- 05/31/2017
50. Turki, Suzan	Student Supvr	\$10.50 hr	05/15/2017
51. Vitela, Mary	Student Supvr	\$10.50 hr	05/08/2017

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

Name	<u>Position</u>	Location	Sal	ary	Effective Date
52. Price, Robert	Track, Boys' Varsity (Head)	San Clemente HS	\$	350.10	05/06/2017

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

Name	<u>Position</u>	Location	Salary	Effective Date
53. Alvino, Michael	Football, JV (Head)	Tesoro HS	\$ 1,633.50	06/26/2017- 06/30/2017
54. Anderle III, Robert	Baseball, Freshman (Asst)	Aliso Niguel HS	\$ 750.00	06/02/2017- 06/30/2017
55. Buccheri, James	Baseball, Freshman (Asst)	Aliso Niguel HS	\$ 800.00	06/02/2017- 06/30/2017

San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	Salary	Effective Date
56. Buich, Ivan	Water Polo, Girls' Varsity (Head) Water Polo, Boys' Varsity (Head) Water Polo, Girls' JV (Head) Water Polo, Boys' JV (Head)	SJHHS	\$ 7,000.00	06/23/2017- 06/30/2017
57. Burnett, Alfred	Soccer, Girls' Varsity (Asst)	San Juan Hills HS	\$ 500.00	06/09/2017- 06/30/2017
58. Canales, Miranda	Soccer, Girls' JV	San Juan Hills HS	\$ 500.00	06/09/2017- 06/30/2017
59. Cardenas Garcia, Erik	Baseball, JV (Asst)	San Juan Hills HS	\$ 2,500.00	02/27/2017- 05/12/2017
60. Chacon, Justine	Basketball, Girls' JV (Head)	Aliso Niguel HS	\$ 1,250.00	06/02/2017- 06/30/2017
61. Clark, Scott	Baseball, Freshman (Head)	Aliso Niguel HS	\$ 1,250.00	06/02/2017- 06/30/2017
62. Columna, Cody	Lacrosse, Boys' (Asst)	Tesoro HS	\$ 2,500.00	05/15/2017- 06/30/2017
63. Curley, Casey	Track, (Asst)	Dana Hills HS	\$ 1,000.00	02/27/2017- 05/12/2017
64. Ellis, Donnie	Football, Varsity (Asst)	Aliso Niguel HS	\$ 3,000.00	06/01/2017- 06/30/2017
65. Fettis II, Larry	Football, Freshman (Asst)	Tesoro HS	\$ 1,167.00	06/26/2017- 06/30/2017
66. Flynn, Makenzie	Soccer, Girls' (Asst)	San Clemente HS	\$ 2,000.00	06/19/2017- 06/28/2017
67. Garcia, Montana	Basketball, Boys' JV (Asst)	Aliso Niguel HS	\$ 1,500.00	06/02/2017- 06/30/2017

San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

N.	D	T	G 1	Effective
Name	<u>Position</u>	Location	<u>Salary</u>	<u>Date</u>
69. Gerrain, Alexandra	Soccer,	San Clemente HS	\$ 2,000.00	06/19/2017-
	Girls' (Asst)			06/28/2017
70. Gould, Jared	Soccer,	Aliso Niguel HS	\$ 3,000.00	03/06/2017-
	Varsity (Asst)			04/06/2017
71. Hamilton, Heather	Softball,	San Juan Hills HS	\$ 1,500.00	03/15/2017-
	JV (Asst)			05/12/2017
	Softball,		\$ 250.00	06/02/2017-
	Varsity (Asst)			06/30/2017
72. Harnett, Mackenzie	Basketball,	Aliso Niguel HS	\$ 2,500.00	05/01/2017-
	Girls' JV (Asst)			06/10/2017
73. Kelly, Ronald	Track,	Dana Hills HS	\$ 4,000.00	02/13/2016-
	Girls' (Asst)			05/12/2016
74. Kirchmeyer III,	Football	Tesoro HS	\$ 3,734.00	
Thomas	F 41 11		Ф 1 0 /2 00	05/05/2017
	Football,		\$ 1,862.00	06/26/2017- 06/30/2017
75 1 1 . 0	Varsity (Asst)	D 11:11 110	Φ 1 500 00	
75. Ludwig, Suzanne	Tennis,	Dana Hills HS	\$ 1,500.00	02/27/2017- 05/12/2017
76. Lyons, Jennifer	Boys' (Asst) Colorguard	Capistrano Valley HS	\$ 2,000.00	05/12/2017
70. Lyons, Jenninei	Colorguaru	Capistrano vaney ris	\$ 2,000.00	06/30/2017
77. Mariles, Tara	Basketball,	Tesoro HS	\$ 500.00	06/12/2017-
77. Marines, Tara	Girls' Frosh/Soph	105010 115	\$ 500.00	06/30/2017
	(Head)			00/30/2017
78. Matlin, Justin	Football,	Tesoro HS	\$ 1,400.00	06/26/2017-
70. Wittini, Sustin	JV (Asst)	105010 115	Ψ 1,100.00	06/30/2017
79. Matshushima,	Swimming,	Dana Hills HS	\$ 2,200.00	02/17/2017-
Madison	Girls' (Asst)		Ψ 2,200.00	05/12/2017
80. McMichael, Steven	Baseball,	Aliso Niguel HS	\$ 500.00	06/02/2017-
, 	Freshman (Asst)	<i>5</i> · · · ·		06/30/2017
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San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

Name	<u>Position</u>	<u>Location</u>	Salary	Effective Date
81. Miscione, Michael	Football, Varsity (Asst)	San Juan Hills HS	\$ 1,000.00	06/01/2017- 06/30/2017
82. Moreno, Davina	Basketball, Girls' Freshman (Asst)	San Juan Hills HS	\$ 400.00	05/01/2017- 05/31/2017
83. Munck, Greg	Football, JV (Asst)	Tesoro HS	\$ 1,400.50	06/26/2017- 06/30/2017
84. Murphy, Brent	Baseball, JV (Asst)	Aliso Niguel HS	\$ 2,000.00	06/02/2017- 06/30/2017
86. Nealy, Billy	Football, Varsity (Asst)	San Juan Hills HS	\$ 2,000.00	06/01/2017- 06/30/2017
85. Pignone, Nicholas	Baseball, (Asst)	San Clemente HS	\$ 1,500.00	06/03/2017- 06/28/2017
87. Pinto, Isaac	Soccer, Varsity (Asst)	Aliso Niguel HS	\$ 3,000.00	03/06/2017- 04/06/2017
88. Quigley, Zachery	Basketball, Boys' Soph (Head)	Aliso Niguel HS	\$ 1,500.00	06/02/2017- 06/30/2017
89. Rodriguez Quino, Leonardo	Football, JV (Asst)	Tesoro HS	\$ 1,400.00	06/26/2017- 06/30/2017
90. Shelley, Cameron	Baseball, (Asst)	San Clemente HS	\$ 1,500.00	06/03/2017- 06/28/2017
91. Sherburne, Carol	Track & Field, (Asst)	Tesoro HS	\$ 800.00	02/13/2017- 05/05/2017
92. Silvey, Peter	Strength & Conditioning	San Juan Hills HS	\$ 1,500.00	05/01/2017- 06/30/2017
	Football, Varsity (Asst)		\$ 3,000.00	06/01/2017- 06/30/2017
93. Stachowski, Michael	Water Polo, Boys' Varsity (Asst)	Aliso Niguel HS	\$ 1,500.00	05/01/2017- 06/30/2017
94. Tintle, Nicholas	Lacrosse, Boys' (Asst)	Tesoro HS	\$ 2,500.00	05/15/2017- 06/30/2017

San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	Location	Salary	Effective Date
95. Tomas, Brianne	Colorguard	Capistrano Valley HS	\$ 2,000.00	05/11/2017- 06/30/2017
96. Trevino, Ricardo	Wrestling, Varsity (Asst)	Aliso Niguel HS	\$ 2,000.00	04/17/2017- 06/15/2017
97. Zamites, Nicholas	Football, Freshman (Asst)	Tesoro HS	\$ 1,167.00	06/26/2017- 06/30/2017
98. Zamora, Oscar	Football, Varsity (Asst)	San Juan Hills HS	\$ 1,000.00	06/01/2017- 06/30/2017

APPROVE RECLASSIFICATION

<u>Name</u>	Former Position	Position	Range Step	Effective Date
99. Lange, Kathleen	Business Analyst (12mo/40hpw)	Mgr II, Fiscal Svcs (12mo/40hpw)	MGMT R50-1	08/01/2017
100. Scarola, Denice	Insurance/Risk Mgmt Spec (12mo/40hpw)	Mgr II, Insurance/Risk Mgmt (12mo/40hpw)	MGMT R50-1	08/01/2017

APPROVE PROMOTION

<u>Name</u>	Former Position	<u>Position</u>	Range Step	Effective Date
101. Janbay, Hala	District Receptionist (12mo/40hpw)	Personnel Asst (12mo/40hpw)	R28-1	05/15/2017
102. LeTourneau, Sonia	Buyer (12mo/40hpw)	Buyer/Planner (12mo/40hpw)	R41-15	05/10/2017

San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Classified Employees

APPROVE PROMOTION (Cont.)

<u>Name</u>	Former Position	Position	Range Step	Effective Date
103. Swartz, Brian	HS Campus Supvr (9.5mo/17.5hpw)	Boys Athletic/Equipment Locker Room Attendant (9.5mo/30hpw)	R27-4	05/05/2017

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	Former Position	Assignment Adjustment	Range Step	Effective Date
104. Berkowitz, Kathy	Inst Asst Presch (9.5mo/17.5hpw)	Inst Asst Presch (9.5mo/10.5hpw)	R23-15	08/22/2017
105. Ghanitabe, Monavvar	1 /	Inst Asst Presch (9.5mo/10.5hpw)	R23-15	08/22/2017

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT PAY AT OVER-TIME RATE OF PAY

<u>Name</u>	Additional Assignment	Effective <u>Date</u>
106. Arlotti, Julie	Academic Advisor	06/14/2017-
	TAA NTE 45 hrs (Assist with credit recovery)	06/30/2017
107. Brizeno, Stephanie	Academic Advisor	06/14/2017-
	TAA NTE 45 hrs (Assist with credit recovery)	06/30/2017
108. Cassaza, Ann Marie	Academic Advisor	06/14/2017-
	TAA NTE 45 hrs (Assist with credit recovery)	06/30/2017
109. Chesire, Logan	Academic Advisor	07/01/2017-
	TAA NTE 60hrs (Complete credit recovery)	07/23/2017
110. Hansen-Luburic,	Academic Advisor	04/03/2017
Susan	TAA NTE 4 hrs (Attend business software training)	
	EXHIBIT 17	

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San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Classified Employees

<u>APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)</u> <u>PAY AT OVER-TIME RATE OF PAY</u>

<u>Name</u>	Additional <u>Assignment</u>	Effective <u>Date</u>
111. Lynch, Janis	Academic Advisor	07/01/2017-
	TAA NTE 60hrs (Complete credit recoveryy)	07/23/2017
112. Stangarone, Staci	Academic Advisor	07/01/2017-
	TAA NTE 60hrs (Complete credit recoveryy)	07/23/2017
113. Stayberg, Amanda	Elem Sch Office Mgr	04/03/2017
114. Teager, Kathleen	Head Academic Advisor	07/01/2017-
	TAA NTE 60hrs (Complete credit recoveryy)	07/23/2017
115. Vega, Estela	Blngl Elem Sch Office Mgr	04/04/2017

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT PAY AT REGULAR RATE OF PAY

	Additional	Effective
<u>Name</u>	Assignment	<u>Date</u>
116. Brady, Guadalupe	IF-Sp Ed	03/13/2017-
	TAA NTE 12hrs (Attend crisis intervention training)	03/22/2017
117. Carrera, Tammy	IF-Sp Ed	03/13/2017-
	TAA NTE 12hrs (Attend crisis intervention training)	03/22/2017
118. Catsouras, Catherine	IF-Sp Ed	03/13/2017-
	TAA NTE 12hrs (Attend crisis intervention training)	03/22/2017
119. Connolly, Kay	Int Office Asst	04/01/2017-
	TAA NTE 60hrs (Assist with CELDT administration)	06/30/2017
120. Dormaier, Ruth	IF-Sp Ed	05/02/2017-
	TAA NTE 64hrs (Accompany student to science camp)	05/05/2017
121. Forbes, Kathryn	Inst Asst	06/02/2017-
·	TAA NTE 100hrs (Restock/catalog science kits)	08/31/2017

San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.) PAY AT REGULAR RATE OF PAY

<u>Name</u>	Additional Assignment	Effective Date
122. Giaque, Mark	HS Campus Supvr	07/01/2017-
122 C 1 E1:	TAA NTE 73hrs (Assist with summer school)	07/27/2017
123. Gonzalez, Edrine	MS Campus Supvr	03/13/2017- 03/22/2017
124 Cythory Minion	TAA NTE 12hrs (Attend crisis intervention training)	03/22/2017
124. Guthary, Miriam	Blngl IF-Sp Ed TAA NTE 16.5hrs (Attend CAT training)	02/21/2017-
125. Haun, Barbara	Sr IBI Asst Tutor	06/09/2017-
123. Hauli, Dalvala	TAA NTE 15hrs (Attend CSEA bargaining session)	06/16/2017
126. Jackes, Annette	MS Campus Supvr	03/13/2017-
120. Jackes, Affilette	TAA NTE 12hrs (Attend crisis intervention training)	03/13/2017-
127. Kato, Dawn	Sch Clerk I	07/01/2017-
127. Kato, Dawii	TAA NTE 15hrs (Process assistive technology equipment)	08/21/2017
128. Kimmell-Camoia,	Academic Advisor	04/03/2017
Julie	TAA NTE 4hrs (Attend business software training)	01/03/2017
129. LaBella, Karen	MS Campus Supvr	03/13/2017-
12): 2020110, 1201011	TAA NTE 12hrs (Attend crisis intervention training)	03/22/2017
130. Mar, Aracelli	Blngl Clerk	04/11/2017-
	TAA NTE 40hrs (Assist with supplies and special projects)	06/02/2017
131. Mayo, Danette	IF-Sp Ed	03/13/2017-
- · · · · · · · · · · · · · · · · · · ·	TAA NTE 12hrs (Attend crisis intervention training)	03/22/2017
132. Medina, Alissa	Inst Asst-Music	05/08/2017-
,	TAA NTE 25hrs (Assist with area concerts)	06/01/2017
133. Mitchell, Alessandria	MS Campus Supvr	03/13/2017-
,	TAA NTE 12hrs (Attend crisis intervention training)	03/22/2017
134. Monico, Margara	Blngl Comm Svcs Liaison	07/01/2017-
	TAA NTE 200hrs (Assist with supplies distribution)	12/31/2017
135. Moore, Lanei	Blngl Comm Svcs Liaison	07/01/2017-
	TAA NTE 200hrs (Assist with supplies distribution)	12/31/2017

San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.) PAY AT REGULAR RATE OF PAY

	Additional	Effective
<u>Name</u>	Assignment	<u>Date</u>
136. Ortiz-Marrero, Sara	MS Campus Supvr	03/13/2017-
,	TAA NTE 12hrs (Attend crisis intervention training)	03/22/2017
137. Raisola, Diane	IF-Sp Ed	03/13/2017-
	TAA NTE 12hrs (Attend crisis intervention training)	03/22/2017
138. Reyes, Maria	Inst Asst-Music	05/08/2017-
•	TAA NTE 25hrs (Assist with area concerts)	06/01/2017
139. Roostee, Bernardine	IF-Sp Ed	03/13/2017-
	TAA NTE 12hrs (Attend crisis intervention training)	03/22/2017
140. Short, Amy	Inst Asst	04/24/2017-
	TAA NTE 15hrs (Assist with Math testing)	06/01/2017
141. Solarczyk-Riyhani,	IF-Sp Ed	03/13/2017-
Evelyn	TAA NTE 12hrs (Attend crisis intervention training)	03/22/2017
142. Soto, Evelyn	Blngl Comm Svcs Liaison	07/01/2017-
	TAA NTE 60hrs (Assist with Spanish interpretation)	06/30/2018
143. Stivers, David	MS Campus Supvr	03/13/2017-
	TAA NTE 12hrs (Attend crisis intervention training)	03/22/2017
144. Strickland, Diane	IF-Sp Ed	03/13/2017-
	TAA NTE 12hrs (Attend crisis intervention training)	03/22/2017
145. Tavernetti, Carmen	Blngl Comm Svcs Liaison	07/01/2017-
	TAA NTE 73hrs (Assist with summer sch credit recovery)	07/27/2017
146. Teran, Sheila	Girls Athletic Equipment Locker Room Attendant	02/21/2017-
	TAA NTE 16.5hrs (Attend CAT training)	03/30/2017
147. Whiting, Susan	IF-Sp Ed	05/13/2017-
	TAA NTE 6hrs (Accompany student to the prom)	04/24/2017
148. Whyte, Juanita	IF-Sp Ed	05/13/2017-
	TAA NTE 5hrs (Accompany student to choir concert)	04/24/2017
149. Wills, Arlett	IF-Sp Ed	03/13/2017-
	TAA NTE 12hrs (Attend crisis intervention training)	03/22/2017

San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Classified Employees

APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED FOR VACANT POSITION OR ABSENT EMPLOYEE

<u>Name</u>	Current Position	Position Sub As Needed	Range <u>Step</u>	Effective Date		
150. Guzman, Mark	MS Campus Supvr HS Campus Supvr	\$16.01 hr \$16.82 hr	R23-1 R25-1	05/16/2017		
APPROVE SUMMER EMPLOYMENT						
<u>Name</u>	Current Position	Summer Position	Range Step	Effective Date		
151. Moreno, Lisa	Blngl Elem Sch Office Mgr	Summer Sch Clerk	R26-6	07/10/2017- 07/27/2017		
APPROVE LEAVES OF ABSENCE						
<u>Name</u>	<u>Position</u>	<u>Reason</u>		Effective Date		

School

Presch Teacher

152. Foulds, Lori

2017-2018

18. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

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. *Contact: Gordon Amerson, Associate Superintendent, Human Resource Services*

San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Certificated Employees

ACCEPT RESIGNATIONS/TERMINATIONS

Nama	Position Title	Reason	Original Hire Date	Date of Separation
<u>Name</u>	rosmon Time	Keason	Time Date	Separation
1. Blinn, James	Speech Pathologist	Retirement	07/01/2003	06/02/2017
2. Brown, Terri	Teacher	Personal	08/10/2016	06/02/2017
3. Casabar, Gemmo	Teacher	Prob Non-Reelect	08/18/2016	06/02/2017
4. Dockins, Ann	Teacher	Retirement	09/02/1994	06/02/2017
5. DuCharme, Stephen	Teacher	Retirement	07/25/1979	06/02/2017
6. Erickson, Michael	Teacher	Retirement	08/30/1991	06/02/2017
7. Finn, Natalie	Psychologist	Other Employ	08/29/2005	06/09/2017
8. Hartje, Marian	Teacher	Retirement	09/04/1992	06/02/2017
9. Johnson, Dawn	Teacher	Retirement	08/30/1991	06/02/2017
10. Kaplan, Paul	Psychologist	Retirement	01/23/1995	06/09/2017
11. Leslie, Carolyn	Teacher	Retirement	09/01/1995	06/02/2017
12. Masters, Caryn	Teacher	Prob Non-Reelect	08/31/2016	06/02/2017
13. Mickelson, Lyndsey	Teacher	Child Care	09/02/2009	06/02/2017
14. Miles, Maura	Teacher	Personal	08/10/2016	06/02/2017
15. Mischel, Stephanie	Teacher	Child Care	11/05/2001	06/02/2017
16. Pompetti, Alisa	Elem Asst Principal	Relocation	11/03/2015	06/16/2017
17. Quirk, Julianne	Teacher	Retirement	09/09/1993	06/02/2017
18. Ramirez, Guadalupe	Teacher	Prob Non-Reelect	08/20/2015	06/02/2017
19. Roozbeh, Zohreh	Teacher	Personal	08/10/2016	06/02/2017
20. Sauer, Patricia	Teacher	Retirement	09/01/1995	06/02/2017
21. Smith, Chad	Coordinator, Pupil	Voluntary	07/01/2015	06/30/2017
	Welfare			
22. Stratford, Jon	Teacher	Prob Non-Reelect	10/06/2015	06/02/2017
23. Velarde, Valerie	Teacher	Retirement	09/04/1992	06/02/2017
24. Winters, Randi	Teacher	Retirement	08/31/1990	06/02/2017

APPROVE EMPLOYMENT

<u>Name</u>	1st Year <u>Temporary</u>	Annual <u>Salary</u>	Column/ <u>Step</u>	Effective Date
25. Buckholz, Cynthia	Teacher	\$51,872	A-1	08/17/2017
26. Kung, Tiffany	Teacher	\$51,872	A-1	08/17/2017
		1		
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Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Certificated Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	1st Year <u>Temporary</u>	Annual <u>Salary</u>	Column/ <u>Step</u>	Effective Date
27. Lu, Melody	Teacher	\$51,872	A-1	08/17/2017
28. Pryer, Tricia	Teacher	\$51,872	A-1	08/17/2017
29. Roberts, Kimberly	Teacher	\$51,872	A-1	08/17/2017
30. Sharar, Courtney	Teacher	\$51,872	A-1	08/17/2017

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

	r
31. Beitz, Kathryn	37. Lynch, Kim
32. Doyer, Daniel	38. Mizell, Jennifer
33. Freeman, Denene	39. O'Toner, Eric
34. Griner, Carolyn	40. Ortiz, Ashely
35. Gutridge, Megan	41. Saavedra, Kathryn
36. Iriat, Wendy	42. Urquidi, Roderick

APPROVE SUBSTITUTE TEACHERS

Pay @ \$105.00 per day

Pay @ \$105.00 per day	
43. Alexander, Lauren	59. Fonseca, Luis
44. Ansari, Chelsea	60. Friedmann, Raquel
45. Asadi, Jacqueline	61. Gammell, Mark
46. Avery, Kathryn	62. Germann, Alejandra
47. Barnett, Rosario	63. Gilbertson, Steve
48. Bednar, Leigha	64. Gutierrez, Diana
49. Bittinger, Connie	65. Haslinger, Lauren
50. Boisseranc, Laurie	66. Hedberg, Laura
51. Bottiaux, Elizabeth	67. Herbold, John
52. Broadhead, Valarie	68. Hicks, Lauren
53. Burke, Mckenzi	69. Koerschgen, Tamara
54. Butcher, Melissa	70. Laverty, Lauri
55. Chung, Andrea	71. Liegler, Laura
56. Conley, Cayolyn	72. Lightner, Kandis
57. Crandall, Samantha	73. Lopata, Sharon
58. Delaura, Karen	74. Magana, Colleen

San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Certificated Employees

APPROVE SUBSTITUTE TEACHERS (Cont.)

Pay @ \$105.00 per day

75. McAbee, Douglas	84. Smith, Jessica
76. Mellinger, Taylor	85. Steele, Cameron
77. Ortega, Brandon	86. Tailor, Hemank
78. Partridge, Donna	87. Tolin, Bonnie
79. Perez, Deborah	88. Walker, Kenneth
80. Philipsen, Curtiss	89. Wolfe, Kelsey
81. Pratto, Laura	90. Yakub, Jasmine
82. Silver, Kathleen	91. Zerg Shulman, Julie
83. Smith, Haley	

APPROVE 6/5ths ASSIGNMENT 2nd SEMESTER

Not to exceed \$20,966 for 6/5ths section

92. Aldaco, Danelle

APPROVE SUMMER SCHOOL

Summer Program - Viejo Elem

Not to exceed 40 hours instructional pay @ \$35.00 per hour 07/10/2017-07/27/2017

93. Cerna, Maria	95. Garcia, Maria
94. Falcon, Angela	96. Vega, Lisette

Summer School - Viejo Elem

Not to exceed 42 hours administrator pay @ \$55.00 per hour 07/10/2017-07/27/2017

97. Skelly, Barbara

<u>Summer School Direct Student Instruction - Education Services</u>

Not to exceed 62 hours instructional pay @ \$35.00 per hour 07/01/2017-07/27/2017

98. Beckley, Shelley	103. Gross, Deanna
99. Brewer, Cynthia	104. Hansen, Ivan
100. Cotton, Melissa	105. Hawkins, Tracy
101. Dileo, Timothy	106. Hetos, Suzy
102. Gorczynski, Marisa	107. Kolenic, Rita

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San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Certificated Employees

APPROVE SUMMER SCHOOL (Cont.)

Summer School Direct Student Instruction - Education Services (Cont.) Not to exceed 62 hours instructional pay @ \$35.00 per hour 07/01/2017-07/27/2017

108. Marsing, Debbie	113. Rodriguez, George
109. Miller, Ronan	114. Scott, Ryan
110. Nixon, Robyn	115. Smith, Sarah
111. Ochwat, Adam	116. Wilson, Duncan
112. Resnick, Joshua	117. Wooten, Jeremey

APPROVE ADDITIONAL ASSIGNMENTS

To Attend PLC Committee Meetings - Don Juan Avila Elem
Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
03/07/2017-06/01/2017

118. Meza, Nicole

Teach Summer Camp - Las Palmas Elem

Not to exceed 30 hours instructional pay @ \$35.00 per hour 07/10/2017-07/21/2017

119. Hendrickson, Rachael

Prep Hours for Summer Camp - Las Palmas Elem Not to exceed 4 hours non-instructional pay @ \$30.00 per hour 07/10/2017-07/21/2017

120. Hendrickson, Rachael

<u>Provide Staff Development to Teachers - San Juan Elem</u> Not to exceed 20 hours non-instructional pay @ \$30.00 per hour 08/18/2017-06/08/2018

121. Garcia-Serrato, Martha
123. Hamidi, Luz
122. Gerson, Victoria
124. Le, Leslie

San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

<u>Leadership Team - Tijeras Creek Elem</u> Not to exceed 12 hours non-instructional pay @ \$30.00 per hour 08/15/2016-06/02/2017

125. Brady, Lari 128. Stanley, Michael

126. Cutkomp, Carol 129. Vardoulakis, Mechaela

127. Levy, Jenna

Support Special Ed Teachers - Niguel Hills MS

Not to exceed 100 hours non-instructional pay @ \$30.00 per hour 02/20/2017-06/01/2017

130. Farrier, Amy

AP Review Hours for Teachers - Dana Hills HS

Not to exceed 7 hours instructional pay @ \$35.00 per hour 04/19/2017-06/01/2017

131. Coghill, Molly137. Monson, Stacy132. Dang, Dolores138. Sampson, Audra133. Fenstermaker, Maryanne139. Sharma, Sharika134. Hussein, Abir140. Sims, Andy135. Johnson, Georgette141. Wallace, Danielle

136. Litus, Lauren

AP Review Hours for Teacher From Another Site - Dana Hills HS

Not to exceed 27 hours instructional pay @ \$35.00 per hour 04/19/2017-06/01/2017

142. Woodward, Jennifer

Translation During IEP - San Juan Hills HS

Not to exceed 1.5 hours non-instructional pay @ \$30.00 per hour 04/27/2017

143. Unzueta, Gabrielle

San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Focus School Implementation Planning - Education Services
Not to exceed 40 hours non-instructional pay @ \$30.00 per hour
07/01/2017-07/27/2017

144. Medina-Sabad, Kristen

145. Soboleski, Amamda

<u>Teacher Prep Grading Curriculum Planning - Education Services</u> Not to exceed 23 hours non-instructional pay @ \$30.00 per hour 07/01/2017-07/27/2017

156. Marsing, Debbie
157. Miller, Ronan
158. Nixon, Robyn
159. Ochwat, Adam
160. Resnick, Joshua
161. Rodriguez, George
162. Scott, Ryan
163. Smith, Sarah
164. Wilson, Duncan
165. Wooten, Jeremey

EL Department Interpretation/Translation Support - English Learners Services Not to exceed 100 hours non-instructional pay @ \$30.00 per hour 04/01/2017-06/30/2017

166. Manzotti, Maria

CPI Non-Violent Crisis Intervention Training - Special Education Not to exceed 11 hours non-instructional pay @ \$30.00 per hour 03/27/2017-03/30/2017

167. Daggett, Leigh-Anne

Evaluate Private Placed Student - Special Education

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour

02/09/2017-06/30/2017

168. Casteel, Janice

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Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	Effective Date
169. Barrett, Barbara	ASB Elem	Malcom Elem	\$ 1,401.00	08/15/2016- 06/01/2017
	Outdoor Ed,		\$ 117.00	
	Elem		per night	04/12/2017
170. Butterworth, Jennifer	Outdoor Ed,	Malcom Elem	\$ 117.00	04/10/2017-
	Elem		per night	04/12/2017
171. Hebbard, Kristina	Outdoor Ed,	Oak Grove Elem	\$ 117.00	05/09/2017-
	Elem		per night	05/10/2017
172. Hornig, Sarah	Outdoor Ed,	Malcom Elem	\$ 117.00	04/10/2017-
	Elem		per night	04/12/2017
173. Johnson, Robert	Outdoor Ed,	Oak Grove Elem	\$ 117.00	05/15/2017-
	Elem		per night	05/16/2017
174. Johnson, Tricia	Outdoor Ed,	Oak Grove Elem	\$ 117.00	05/08/2017-
	Elem		per night	05/09/2017
175. Martin, Robert	Outdoor Ed,	Malcom Elem	\$ 117.00	04/13/2017-
	Elem		per night	04/14/2017
176. Nye, Kelli	Outdoor Ed,	Lobo Elem	\$ 117.00	03/14/2017-
	Elem		per night	03/17/2017
177. Rager, Michael	Outdoor Ed,	Malcom Elem	\$ 117.00	04/12/2017-
	Elem		per night	04/13/2017
178. Reimer, Nona	Outdoor Ed,	Malcom Elem	\$ 117.00	04/10/2017-
	Elem		per night	04/12/2017
179. Yanaura, Sharon	Outdoor Ed,	Malcom Elem	\$ 117.00	04/11/2017-
	Elem		per night	04/12/2017
180. Zegley, Kimberly	Outdoor Ed,	Malcom Elem	\$ 117.00	04/10/2017-
•	Elem		per night	04/11/2017

San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Certificated Employees

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	Sal	<u>ary</u>	Effective Date
181. Colwell, Greg	Wrestling, Boys'	Aliso Niguel HS	\$	175.05	01/30/2017
	Wrestling, Girls'		\$	175.05	01/28/2017
182. Forster, Glenn	Golf, Boys' Varsity (Head)	Dana Hills HS	\$	350.10	05/08/2017
183. Goldstone, Kenneth	Volleyball, Boys' Varsity (Head)	San Clemente HS	\$	350.10	05/03/2017
184. Hernandez, Juan	Track, Girls' Varsity (Asst)	San Juan Hills HS	\$	280.10	05/08/2017
185. Parker, Marc	Golf, Boys' Varsity (Head)	San Clemente HS	\$	350.10	05/06/2017
186. Robert, Nathan	Surfing, Varsity (Head)	San Juan Hills HS	\$	233.40	04/10/2017- 04/23/2017
187. Stephens, John	Tennis, Boys'	San Clemente HS	\$	350.10	05/06/2017
188. Summers, Robert	Track, Girls' Varsity (Head)	San Juan Hills HS	\$	186.75	05/08/2017
	Track, Boys' Varsity (Head)		\$	186.75	
	Track, Girls' Varsity (Head)		\$	373.50	
	Track, Boys' Varsity (Head)		\$	373.50	
189. Tinker, James	Golf, Boys' Varsity (Head)	San Juan Hills HS	\$	175.05	05/08/2017
190. Werner, Danny	Surfing, (Head)	Aliso Niguel HS	\$	350.10	04/10/2017- 04/24/2017

San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Certificated Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	Salary	Effective Date
191. Barnett, Keith	Basketball, Boys' Freshman (Head)	Aliso Niguel HS	\$ 2,000.00	06/02/2017- 06/30/2017
	Basketball, Boys' (Head)		\$ 3,500.00	00/30/2017
	Basketball, Boys' JV (Head)		\$ 3,000.00	
	Basketball, Boys' Varsity (Head)		\$ 3,500.00	
192. Briggs, Charles	Football, Varsity (Asst)	San Juan Hills HS	\$ 2,000.00	06/01/2017- 06/30/2017
193. Cuculic, Keith	Football, Varsity (Asst)	San Juan Hills HS	\$ 500.00	06/01/2017- 06/30/2017
194. Gonzalez, Armando	Football, Freshman (Asst)	San Juan Hills HS	\$ 2,000.00	06/01/2017- 06/30/2017
195. Hair, Jonathan	Football, Freshman (Asst)	Tesoro HS	\$ 1167.00	06/26/2017- 06/30/2017
196. Hambrick, Kelly	Football, Freshman (Asst)	San Juan Hills HS	\$ 600.00	06/01/2017- 06/30/2017
197. Hanson, Craig	Baseball, Varsity (Head)	Aliso Niguel HS	\$ 2,000.00	06/02/2017- 06/30/2017
198. Herbold, Keith	Basketball, Boys, Freshman (Head)	Aliso Niguel HS	\$ 2,000.00	06/02/2017- 06/30/2017
199. Hernandez, Juan	Football, Varsity (Asst)	San Juan Hills HS	\$ 1,000.00	06/01/2017- 06/30/2017
200. Huffaker, Melissa	Basketball, Boys, Freshman (Head)	Aliso Niguel HS	\$ 1,000.00	06/02/2017- 06/30/2017
201. Kokx, Aaron	Baseball, Varsity (Asst)	Aliso Niguel HS	\$ 2,000.00	06/02/2017- 06/30/2017
202. Lynch, Erick	Water Polo, Girls' JV (Head)	Aliso Niguel HS	\$ 1,500.00	06/02/2017- 06/30/2017

San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of <u>June 7, 2017</u> Certificated Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

				Effective
Name	<u>Position</u>	Location	<u>Salary</u>	<u>Date</u>
203. Ortiz, Jaime	Football,	San Clemente HS	\$ 900.00	04/17/2017-
	Varsity (Head)			05/17/2017
204. Poston, Matthew	Football,	Tesoro HS	\$ 2,100.50	06/26/2017-
	Varsity (Head)			06/30/2017
205. Puffer, Jon	Water Polo,	Aliso Niguel HS	\$ 2,500.00	05/01/2017-
	Boys' JV (Head)			06/30/2017
206. Riach Jr., Thomas	Basketball,	Aliso Niguel HS	\$ 800.00	06/02/2017-
	Girls' Freshman (Asst)			06/30/2017
	Basketball,		\$ 1,000.00	
	Boys' (Asst)			
	Basketball,		\$ 2,500.00	
	Boys' Varsity (Asst)			
207. Wood, Howard	Football,	San Clemente HS	\$ 1,800.00	05/09/2017-
	Varsity (Asst)			06/10/2017

APPROVE LEAVES OF ABSENCE

Name	Reason	Effective <u>Date</u>
208. Forbes, Tracey	Personal	2017-2018
209. Hill, Meredith	Personal	2017-2018
210. Parker, Christina	Personal	2017-2018
211. Styles, Karen	Personal	04/25/2017-
		05/19/2017

19. SCHOOL BOARD MINUTES:

Approval of the May 10, 2017 Regular Board Meeting minutes. *Contact: Nicole Perez, Executive Secretary, Board Operations*

CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MINUTES OF REGULAR MEETING May 10, 2017, 2017 EDUCATION CENTER – BOARD ROOM

President McNicholas called the meeting to order at 4:35 p.m.

Call to Order/ Adjourn to Closed Session

The following speaker addressed the Board:

• Kim Sprague spoke regarding negotiations.

At 4:38 p.m., the Board recessed to closed session to discuss Conference with Legal Counsel – Anticipated Litigation; Conference with Legal Counsel – Existing Litigation; Conference with Labor Negotiators; Public Employee Discipline/Dismissal/Release; Public Employee Employment/Appointment and Public Employment and Evaluation of Performance.

The regular meeting of the Board reconvened to open session and was called to order by President McNicholas at 7:09 p.m.

ROLL CALL:

Present: Trustees Hanacek, Hatton-Hodson, Holloway, Jones, McNicholas, Pritchard,

Reardon and Student Advisor Quinn Darling

Absent: None

The Pledge of Allegiance was led by Mike Beekman, Executive Director, Safety and Student Services.

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

President McNicholas read the following statement:

Adoption of the Board Agenda

"During the March 8, 2017 Board Meeting, there was no official vote recorded for Agenda Item #3, Independent Contractor, Professional Services, Field Service and Master Contract Agreements. These contracts are added to this evening's agenda for approval and/or ratification under the Consent Calendar".

President McNicholas pulled Item 5 from the Consent Calendar and moved it to the first item following the Public Hearings. Agenda Item 35 was pulled by staff and the Consent Calendar was moved to the end of the meeting, following the Discussion/Action items.

It was moved by Trustee Jones, seconded by Trustee Reardon and motion carried by a 7-0 vote to adopt the Board agenda with the outlined changes.

AYES: Trustees Hanacek, Hatton-Hodson, Holloway, Jones,

McNicholas, Pritchard and Reardon

NOES: None ABSENT: None

Student Advisor Darling voted Aye to adopt the Board agenda.

President McNicholas reported the following action taken during closed session:

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Agenda Item #3A-1 – Conference with Legal Counsel – Anticipated Litigation

Session Meeting

In Closed Session, the Board of Trustees unanimously directed administration to resolve a grade challenge from a District student within specified parameters.

Agenda Item #3A-2 through A-4 – Conference with Legal Counsel – Anticipated Litigation

Trustees voted 7-0 to approve IDR Case Numbers 20170110, 20170327 and 20170410.

Agenda Item #3A-5 – Conference with Legal Counsel – Anticipated Litigation

President McNicholas read the following statement: "In the interest of moving forward and in the interest of students and the community, the Board voted unanimously not to pursue claims against the City or city leaders based upon actions undertaken during the Measure M election".

Agenda Item #3B-1 through B-2 - Conference with Legal Counsel - Existing Litigation

Trustees voted 7-0 to approve OAH Case Numbers 2017020910 and 2017031070.

Agenda Item #3C – Conference with Labor Negotiators

Trustees gave direction to staff.

Agenda Item #3D - Public Employee Discipline/Dismissal/Release

In Closed Session, the Board of Trustees unanimously approved a resignation and settlement agreement with a certificated employee.

Agenda Item #3E-1 – Public Employee Employment/Appointment

Trustees voted 7-0 to approve the appointment of John Misustin to the position of Principal at Don Juan Avila Middle School effective July 1, 2017.

Agenda Item #3E-2 – Public Employee Employment/Appointment

Trustees gave direction to staff.

Agenda Item #3F - Public Employment and Evaluation of Performance

No Reportable Action.

Extra MilerSpecialMike Beekman, Executive Director, Safety and Student ServicesRecognitions

Chad Smith, Coordinator Pupil Welfare Jenna Perry, School Counselor/SARB Coordinator

Recognized for creating a successful system to address student attendance issues that

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resulted in the District receiving the Model SARB Award by the State of California.

Superintendent Vital reported on various school visits and the activities of the past two weeks. She celebrated the red ribbon cutting for the cusd-futurology center at the Shops at Mission Viejo.

Board and Superintendent Comments

Superintendent Vital had the opportunity to travel to Washington, D.C. with Capitol Advisors and ACSA to discuss the importance of CTE programs, funding special education for students and continued funding for Title II for professional development of teachers.

Superintendent Vital attended the groundbreaking of Esencia School in Rancho Mission Viejo.

The following speakers addressed the Board:

- Megan Mariano spoke regarding dress codes.
- Michele Ploessel-Campbell spoke regarding a PTA update.
- Shawn Gordon spoke regarding the special election for filling Trustee Area 7
- Kim Sprague spoke regarding DUI education.
- Chloe Stone spoke regarding the zero period policy.
- Dawn Urbanek spoke regarding Trustee fiduciary duties.

PUBLIC HEARING

The Board will conduct a public hearing on adopting Resolution No. 1617-74, 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.

President McNicholas announced the Public Hearing open at 7:45 p.m.

With no public speakers, President McNicholas announced the Public Hearing closed at 7:46 p.m.

The Board will conduct a public hearing on adopting Resolution No. 1617-75, Approving Energy Services Contract with Schneider Electric Buildings Americas, Inc. for Approved Plan No. 2 (Application No. 1646) for the District's Energy Conservation Program for Six School Sites pursuant to Government Code § 4217.12. Supporting information is located in Exhibit 29.

President McNicholas announced the Public Hearing open at 7:46 p.m.

The following speaker addressed the Board:

• Dawn Urbanek spoke regarding the Schneider Electric contract.

Following discussion, President McNicholas announced the Public Hearing closed at 7:49 p.m.

Oral Communications

Public Hearing: Resolution No. 1617-74, Conveyance of an Easement to the City of San Clemente for Verde Park Agenda Item 1

Public Hearing:
Resolution No.
1617-75,
Approving Energy
Services Contract
With Schneider
Electric Buildings
Americas, Inc. For
Approved Plan No.
2 (Application No.
1646) For The
District's Energy
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Agenda Item 2

Independent

Contractor, Professional

Contract

Agreements.

Agenda Item 5

Services, Field

Service and Master

CONSENT CALENDAR ITEM

Approval of the District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements.

The following speakers addressed the Board:

- Jack Hartstein spoke regarding solar feasibility.
- Russell Tran spoke regarding solar feasibility.
- Perry Meade spoke regarding solar.
- Ava Harvey spoke regarding solar.
- Erika Hunting spoke regarding solar.
- Ally Novales spoke regarding solar.
- Kyle Krueger spoke regarding solar feasibility.

Following discussion, it was moved by Trustee Reardon, seconded by Trustee Holloway, and motion carried by a 7-0 vote to approve Agenda Item 5.

AYES: Trustee Hanacek, Hatton-Hodson, Holloway, Jones,

McNicholas, Pritchard and Reardon.

NOES: None ABSENT: None

Student Advisor Darling voted Aye to approve Agenda Item 5.

DISCUSSION/ACTION ITEMS

A charter petition for Opportunities for Learning (OFL) was approved by the District on February 25, 2002, with subsequent five-year renewals on January 8, 2007 and June 11, 2012.

Following discussion, it was moved by Trustee Reardon, seconded by Trustee Jones and motion carried by a 7-0 Roll Call vote to approve the Opportunities For Learning Charter petition.

AYES: Trustee Hanacek, Hatton-Hodson, Holloway, Jones,

McNicholas, Pritchard and Reardon.

NOES: None ABSENT: None

Student Advisor Darling voted Aye to approve Agenda Item 36.

Resolution No.
1617-79,
Resolution of the
Board of Trustees
to Conditionally
Approve the
Charter Petition of
Opportunities For
Learning Public
Charter SchoolSan Juan
Capistrano,
Resolution No.
1617-80,
Resolution of the

Petition of Opportunities For Learning Public Charter School-San Juan Capistrano Subject to Entry Into

Board of Trustees to Approve the Charter Renewal

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> Memorandum of Understanding Agenda Item 36

Board Policy 9322, *Agenda/Meeting Materials*, states any member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting.

Citizens Request Agenda Item 26

The following speaker addressed the Board:

• Michelle Wendehost spoke regarding Assembly Bill 424, *Possession of a firearm in a school zone*.

This was a discussion item only and no Board action was taken.

During the April 19, 2017 Board Meeting, Trustee Hatton-Hodson requested the placement of Board Bylaw 9323, *Meeting Conduct*, on the May 10, 2017 agenda to discuss the bylaw language and alignment of the public speaker "blue card".

Trustee Request Agenda Item 27

The following speakers addressed the Board:

- Sharon Campbell spoke regarding the Trustee Request.
- Julie Collier spoke regarding the Trustee Request.
- Kim Sprague spoke regarding public input.
- Dawn Urbanek spoke regarding Board Policy 9232, *Meeting Conduct*.

It was moved by Trustee Reardon and seconded by Trustee Jones to continue discussion on the item to the June 7, 2017 Board Meeting. The motion was denied by a 2-5 vote.

AYES: Trustees Jones and Reardon

NOES: Hanacek, Hatton-Hodson, Holloway, McNicholas and

Pritchard

ABSENT: None

Student Advisor Darling voted Aye to continue the item to the June 7, 2017 Board Meeting.

Trustees directed staff to redraft the policy and bring the policy back to the Board during the June 7, 2017 Board Meeting.

Approval to Convey an Easement to the City of San Clemente 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.

Following discussion, it was moved by Trustee Hatton-Hodson, seconded by Trustee Jones and motion carried by a 6-1 Roll Call vote to adopt Resolution No. 1617-74, Conveyance of an Easement to the City of San Clemente for Verde Park.

Resolution No. 1617-74, Conveyance of an Easement to the City of San Clemente for Verde Park Agenda Item 28

AYES: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard and Reardon.

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NOES: Holloway ABSENT: None

Student Advisor Darling abstained from the vote.

This agenda item pertains to the adoption of Resolution No. 1617-75, Approving Energy Services Contract with Schneider Electric Buildings Americas, Inc. for Approved Plan No. 2 (Application No. 1646) for the District's Energy Conservation Program for Six School Sites.

Clark Hampton, Deputy Superintendent, Business and Support Services, requested the Public Hearing, Agenda Item 2, be reopened to read the findings of the Schneider Electric contract and take a vote.

President McNicholas announced the public hearing re-opened at 9:23 p.m.

The following speaker addressed the Board:

• Dawn Urbanek spoke regarding the Schneider Electric contract.

President McNicholas read aloud the following findings into the record:

"The Board adopts the findings and recommendations of staff as set forth in staff's Report and Attachment A thereto as the Board's findings; and Schneider Electric was selected through a competitive Request for Proposal process consistent with the requirements set forth in the California Energy Commission's 2015 Program Implementation Guidelines, has performed the needed evaluations and assessments required to receive approval for state funding of the projects, said funding has not been received as a result of the District's and Schneider Electric's efforts, and has guaranteed to implement those conservation measures for a price not to exceed the state funding received by the District for the projects. Therefore, by entering into the proposed Energy Services Contract with Schneider to implement the ECM recommendations the Board finds that it is in the best interests of the District, provides the best value to the District, and pursuant to California Government Code § 4217.10 et seq. the Board hereby approves the proposed Energy Services Contract with Schneider to implement the measures recommended in Approved Plan No. 2 for the Facilities as a design-builder and construction manager."

It was moved by Trustee Jones, seconded by Trustee Holloway and motion carried by a 7-0 vote to accept the findings within the Schneider Electric contract.

AYES: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas,

Pritchard and Reardon.

NOES: Holloway ABSENT: None

Student Advisory Darling voted Aye to accept the findings within the Schneider Electric contract.

Following discussion, it was moved by Trustee Holloway, seconded by Trustee EXHIBIT 19

Resolution No. 1617-75,
Approving Energy Services Contract With Schneider Electric Buildings Americas, Inc. For Approved Plan No. 2 (Application No. 1646) For The District's Energy Conservation Program For Six School Sites Agenda Item 29

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Pritchard and motion carried by a 7-0 Roll Call vote to adopt Resolution No. 1617-75, Approving Energy Services Contract with Schneider Electric Buildings Americas, Inc.

AYES: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas,

Pritchard and Reardon.

NOES: Holloway ABSENT: None

Student Advisor Darling voted Aye to adopt Resolution No. 1617-75.

President McNicholas announced the public hearing closed at 9:34 p.m.

The Board of Trustees participated in five Board Study Sessions on the topic of Graduation Requirements.

The following speakers addressed the Board:

- Lisa Gaspar spoke regarding College and Career Planning (CCP).
- Kent Baker spoke regarding graduation requirements.
- Dawn Urbanek spoke regarding high school graduation requirements.
- Lora Harvey spoke regarding CCP/Health benefits and reasons to keep them as graduation requirements.
- Raj Gambhir spoke regarding high school graduation requirements.

Following discussion, this item moved to a Second Reading.

The District entered into a Memorandum of Understanding (MOU) Regarding Agreement for Purchase and Sale and Escrow Instructions (PA2 School Site) with RMV Community Development, LLC and RMV PA2 Development, LLC (Developer) that relates to the School Facilities and Funding Agreement and Option Purchase School Site (SFF/Agreement) executed in 2013 and the Agreement for Purchase and Sale and Escrow Instruction PA2 School Site (Purchase Agreement) executed on January 19, 2017.

Candidate Appraisers for Reappraisal of the Esencia School Site Agenda Item 30

First Reading -

School Graduation Requirements

Agenda Item 34

Board Policy 6146.1, High

Following discussion, it was moved by Trustee Jones, seconded by Trustee Hatton-Hodson and motion carried by a 7-0 to approve the list of appraisers for reappraisal of the Esencia School site.

AYES: Trustees Hanacek, Hatton-Hodson, Holloway, Jones,

McNicholas, Pritchard and Reardon

NOES: None ABSENT: None

Student Advisor Darling left the meeting at 10:25 p.m. and did not vote on this item.

The information presentation will summarize the process for establishing Esencia K-8 School boundaries.

President McNicholas recognized Clark Hampton, Deputy Superintendent, Business and Support Services, to present information on this item.

Esencia K-8 School Boundary Establishment Process Agenda Item 31

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This was an information item only and no Board action was necessary.

At the April 19, 2017 Board Meeting, Trustee Lynn Hatton-Hodson formally announced her resignation from the Board of Trustees effective Friday, June 2, 2017.

The following speakers addressed the Board:

- Michele Ploessel-Campbell spoke regarding filling the Trustee Area 7 vacancy.
- Kim Sprague spoke regarding the Trustee Area 7 vacancy.
- Daniela Radu spoke regarding calling a special election to fill the vacancy of Trustee Area 7.

Resolution No. 1617-81, To Pursue a Provisional Appointment to Fill Vacancy of Trustee Area 7 Agenda Item 32

It was moved by Trustee Reardon, seconded by Trustee Jones and motion carried by a 7-0 vote approve a thirty-minute extension past the eleven o'clock hour.

Extension of Board Meeting Time Limit

AYES: Trustees Hanacek, Hatton-Hodson, Holloway, Jones,

McNicholas, Pritchard and Reardon

NOES: None ABSENT: None

It was moved by Trustee Pritchard, seconded by Trustee Jones and motion carried by a 7-0 to table Agenda Item 32, Resolution No. 1617-81, To Pursue a Provisional Appointment to Fill Vacancy of Trustee Area 7, for five minutes to discuss Agenda Item 33, Resolution 1617-82, To Call for a Special Election to Fill Vacancy of Trustee Area 7.

Motion to Table Agenda Item 32 and Discuss Agenda Item 33

Resolution No.

1617-82, To Call For A Special

Election To Fill

Trustee Area 7 Agenda Item 33

Vacancy Of

AYES: Trustees Hanacek, Hatton-Hodson, Holloway, Jones,

McNicholas, Pritchard and Reardon

NOES: None ABSENT: None

At the April 19, 2017 Board Meeting, Trustee Lynn Hatton-Hodson formally announced her resignation from the Board of Trustees effective Friday, June 2, 2017.

Following discussion, it was moved by Trustee Reardon, seconded by Trustee Jones and motion carried by a 7-0 to table Agenda Item 33 to the May 24, 2017 Board Meeting.

AYES: Trustees Hanacek, Hatton-Hodson, Holloway, Jones,

McNicholas, Pritchard and Reardon

NOES: None ABSENT: None

Student Advisor Darling voted Aye to table Agenda Item 33 to the May 24, 2017 Board Meeting.

It was moved by Trustee Jones, seconded by Trustee Reardon and motion carried by a 7-0 vote to un-table Agenda Item 32.

Motion to Un-table Resolution No. 313 of 367

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AYES: Trustees Hanacek, Hatton-Hodson, Holloway, Jones,

McNicholas, Pritchard and Reardon

NOES: None ABSENT: None

1617-81, To Pursue a Provisional Appointment to Fill Vacancy of Trustee Area 7 Agenda Item 32

Following discussion, it was moved by Trustee Reardon, seconded by Trustee Holloway and motioned carried by a 7-0 Roll Call vote to adopt Resolution No. 1617-81, To Pursue a Provisional Appointment to Fill Vacancy of Trustee Area 7.

AYES: Trustees Hanacek, Hatton-Hodson, Holloway, Jones,

McNicholas, Pritchard and Reardon

NOES: None ABSENT: None

The Board will hold a Special Meeting on May 23, 2017 at 4:30 p.m. to hold candidate interviews for filling the Trustee Area 7 vacancy.

It was moved by Trustee Reardon, seconded by Trustee Jones and motion carried by a 7-0 vote approve a ten-minute extension at 11:26 p.m.

Extension of Board Meeting Time Limit

AYES: Trustees Hanacek, Hatton-Hodson, Holloway, Jones,

McNicholas, Pritchard and Reardon

NOES: None ABSENT: None

The proposed revision to Board Policy 0420.4, *Charter School Authorization*, updates and aligns the policy to Board Policy 0420.41, *Charter School Oversight*.

This item was pulled by staff.

First Reading -Board Policy 0420.4, Charter School Authorization Agenda Item 35

Consideration and approval of Resolution No. 1617-78, Implementing Certificated Layoff and Terminating Services of Certificated Employees as a result of Reduction or Discontinuation of Particular Kinds of Services.

It was moved by Trustee Jones, seconded by Trustee Reardon and motion carried by a 7-0 Roll Call vote to adopt Resolution No. 1617-78, Implementing Certificated Layoff and Terminating Services of Certificated Employees as a Result of Reduction or Discontinuation of Particular Kinds of Services.

AYES: Trustees Hanacek, Hatton-Hodson, Holloway, Jones,

McNicholas, Pritchard and Reardon

NOES: None ABSENT: None

Resolution No. 1617-78,
Implementing
Certificated Layoff and Terminating
Services of
Certificated
Employees as a
Result of
Reduction or
Discontinuation of
Particular Kinds of
Services
Agenda Item 37

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered by the Board to be EXHIBIT 19

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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.

It was moved by Trustee Holloway, seconded by Trustee Reardon, and motion carried by a 6-0-1 Roll Call vote to approve the following Consent Calendar including Item 20 with revision to remove Employee No. 227.

Items Pulled from the Consent Calendar

AYES: Trustee Hanacek, Holloway, Jones, McNicholas, Pritchard

and Reardon

NOES: None

ABSENT: Hatton-Hodson

Approval of donations of funds and equipment.

Donation Of Funds And Equipment Agenda Item 3

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2).

Purchase Orders, Commercial Warrants and Previously Board-Approved Bids and Contracts. Agenda Item 4

Approval of Extension No. 2 of Bid No. 1415-17, Movement and Reconfiguration of Relocatable Buildings to G.A. Dominguez to provide movement and reconfiguration of relocatable buildings as needed throughout the District.

Extension No. 2 Of Bid No. 1415-17, Movement And Reconfiguration Of Relocatable Buildings - G.A. Dominguez Agenda Item 6

Approval of Extension No. 2 of Bid No. 1516-04, Weed Abatement Services to E. Stewart and Associates, Inc. to provide weed abatement services as needed throughout the District.

Extension No. 2 Of Bid No. 1516-04, Weed Abatement Services – E. Stewart And Associates, Inc. Agenda Item 7

Approval of Change Order No. 2, Bid No. 1516-10 for the San Clemente High School Building 800 Project related to unforeseen underground conditions which required adjustments to the building's footings.

Change Order No. 2, Bid No. 1516-10, San Clemente High School Building 800 Project Agenda Item 8 315 of 367

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Approval to procure eligible telecommunications services utilizing a Requests for Proposals (RFP) process.

Procure Eligible Telecommunicatio n Services Utilizing Requests For Proposals Process Agenda Item 9

Approval of Resolution No. 1617-76 to establish updated electronic signature authorizations.

Resolution No. 1617-76, Signature Authorization Agenda Item 10

Approval of the Agreement with Assistance League of Capistrano Valley beginning May 18, 2017 through May 18, 2022 to provide the following philanthropic programs to students in the District: Operation School Bell, provides clothing, shoes, hygiene and other supplies to children in need; Hands on Literacy, provides reading assistance in the classroom of elementary students in need; Links to Learning, provides grants to qualified personnel to enrich classroom instruction for middle school children; Scholarships for Military Families, provides scholarships to District graduating seniors, in need, from active military families at Camp Pendleton.

Agreement With Assistance League Of Capistrano Valley Agenda Item 11

Approval of the Advancement Via Individual Determination (AVID) College Readiness System Services and Products Agreement for AVID Elementary and Secondary Membership.

Avid College Readiness System Services And Products Agreement - Avid Elementary And Secondary Membership Agenda Item 12

Approval of Amendment No. 1 to the Memorandum of Understanding (MOU) with Children's Hospital of Orange County (CHOC), a California Non-profit Public Benefit Corporation, will extend current mobile health care service opportunities to students in the District from July 1, 2016 to June 30, 2019.

Amendment No. 1
To The
Memorandum Of
Understanding
With Children's
Hospital Of
Orange County, A
California
Nonprofit Public
Benefit
Corporation
Agenda Item 13

Approval of Contract #: CB-00019350 College Board's College Readiness and Success Contract for Preliminary Scholastic Aptitude Test (PSAT)/National Merit Scholarship Qualifying Test (NMSQT) Administration.

Contract #: Cb-00019350 College Board's College Readiness And Success Contract Agenda Item 14 316 of 367

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Approval of Student Field Placement Agreement with California State University, Long Beach (CSULB), effective April 14, 2017 until terminated by either party with 30 days written notice.

California State University, Long Beach Student Field Placement Agreement Agenda Item 15

Approval of University of Redlands Internship Program Memorandum of Understanding (MOU) effective June 1, 2017 until June 1, 2019.

University of Redlands Internship Program Memorandum of Understanding Agenda Item 16

Approval of Educational Affiliation Agreement with the University of Redlands, effective July 1, 2017 until June 30, 2019.

University of Redlands Educational Fieldwork Agreement Agenda Item 17

Approval of a Supervised Practicum and Internship Site Agreement with Wake Forest University Department of Counseling effective August 1, 2017 through August 2, 2022.

Wake Forest University Practicum and Internship Site Agreement Agenda Item 18

Approval of the activity list for employment, separation and additional assignments of classified employees.

Resignations/ Retirements/ Employment – Classified Employees Agenda Item 19

Approval of the activity list for employment, separation and additional assignments of certificated employees.

Resignations/ Retirements/ Employment – Certificated Employees Agenda Item 20

Approval of the March 8, 2017 Regular Board Meeting minutes.

School Board Minutes Agenda Item 21

Approval of the March 22, 2017 Regular Board Meeting minutes.

School Board Minutes 367

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Agenda	Item	22
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Approval of the April 12, 2017 Special Board Meeting minutes.

School Board Minutes

Agenda Item 23

Approval of the April 12, 2017 Board Workshop Meeting minutes.

School Board Minutes

Agenda Item 24

Approval of the April 19, 2017 Regular Board Meeting minutes.

School Board Minutes

Agenda Item 25

It was moved by Trustee Pritchard, seconded by Trustee Reardon and motion carried Adjournment by a 6-0-1 vote to adjourn the meeting.

AYES: Trustee Hanacek, Holloway, Jones, McNicholas, Pritchard

and Reardon

NOES: None

ABSENT: Hatton-Hodson

President McNicholas announced the meeting adjourned at 11:31 p.m.

Board Clerk	
Secretary, Board of Trustees	

Minutes submitted by Nicole Perez, Executive Secretary, Board Operations

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20. SCHOOL BOARD MINUTES:

Approval of the May 17, 2017 Special Board Meeting minutes. *Contact: Nicole Perez, Executive Secretary, Board Operations*

CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MINUTES OF SPECIAL MEETING May 17, 2017 EDUCATION CENTER – BOARD ROOM

President McNicholas called the meeting to order at 5:08 p.m.

Call to Order/ Adjourn to Closed Session

The following speaker addressed the Board:

• Dawn Urbanek spoke regarding employment contracts.

At 5:12 p.m. the Board recessed to closed session to discuss Conference with Labor Negotiators and Public Employee Discipline/Dismissal/Release.

The special meeting of the Board reconvened to open session and was called to order by President McNicholas at 6:45 p.m.

ROLL CALL:

Present: Trustees Hanacek, Holloway, Jones, McNicholas, Pritchard and Reardon Absent: Trustee Hatton-Hodson, Pritchard and Student Advisor Quinn Darling

The Pledge of Allegiance was led by a member of the public.

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 Hanacek, seconded by Trustee Holloway and motion carried by a 5-0-2 vote to adopt the Board agenda.

Adoption of the Board Agenda

AYES: Trustees Hanacek, Holloway, Jones, McNicholas and Reardon

NOES: None

ABSENT: Hatton-Hodson and Pritchard

Trustee Pritchard arrived to the meeting at 6:47 p.m.

President McNicholas reported the following action taken during closed session:

President's Report from Closed

Session Meeting

Agenda Item #3A - Conference with Labor Negotiators

Trustees gave direction to staff.

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

Trustees gave direction to staff.

The following speakers addressed the Board:

Oral

• Andy Mazeika spoke regarding additional revenue for the Esencia K-8 project.

Communications

It was moved by Trustee Jones, seconded by Trustee Reardon and motion carried by a **Adjournment** 6-0-1 vote to adjourn the meeting.

AYES: Trustee Hanacek, Holloway, Jones, McNicholas, Pritchard

and Reardon

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	NOES:	None	
	ABSENT:	Hatton-Hodson	
Presid	lent McNicholas	announced the meeting adjourned a	at 6:50 p.m.
			Board Clerk
			Secretary, Board of Trustees

Minutes submitted by Nicole Perez, Executive Secretary, Board Operations

21. **SCHOOL BOARD MINUTES:**

Approval of the May 17, 2017 Board Workshop minutes. Contact: Nicole Perez, Executive Secretary, Board Operations

CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MINUTES OF BOARD WORKSHOP May 17, 2017 EDUCATION CENTER – BOARD ROOM

President McNicholas called the workshop to order at 6:51 p.m.

Call to Order/ Adjourn to Closed

ROLL CALL: Session

Present: Trustees Hanacek, Holloway, Jones, McNicholas, Pritchard and Reardon

Absent: Trustee Hatton-Hodson and Student Advisor Darling

There is no audio recording for Board Workshops.

Permanent Record

It was moved by Trustee Holloway, seconded by Trustee Hanacek and motion carried by a 6-0-1 vote to adopt the Board agenda.

Adoption of the Board Agenda

AYES: Trustees Hanacek, Holloway, Jones, McNicholas, Pritchard

and Reardon

NOES: None

ABSENT: Hatton-Hodson

DISCUSSION/ACTION ITEMS

President McNicholas recognized Susan Holliday, Associate Superintendent, Education Services to present information on this item.

District Dashboard Agenda Item 1

This is an information item only and no official actions were taken by the Board members during this session.

President McNicholas recognized Kirsten M. Vital, Superintendent, to present information on this item.

Board/ Superintendent Protocols

This is an information item only and no official actions were taken by the Board members during this session.

Agenda Item 2

It was moved by Trustee Reardon, seconded by Trustee Jones and motion carried by a 6- **Adjournment** 0-1 vote to adjourn the meeting.

AYES: Trustee Hanacek, Holloway, Jones, McNicholas, Pritchard and

Reardon

NOES: None

ABSENT: Hatton-Hodson

President McNicholas announced the meeting adjourned at 8:38 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Nicole Perez, Executive Secretary, Board Operations

22. SCHOOL BOARD MINUTES:

Approval of the May 23, 2017 Special Board Meeting minutes. *Contact: Nicole Perez, Executive Secretary, Board Operations*

CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES MINUTES OF SPECIAL MEETING May 23, 2017 EDUCATION CENTER – BOARD ROOM

President McNicholas called the meeting to order at 4:38 p.m.

Call to Order

ROLL CALL:

Present: Trustees Hanacek, Hatton-Hodson, Holloway, Jones, McNicholas, Pritchard

and Trustee Reardon

Absent: Student Advisor Quinn Darling

Trustee Hatton-Hodson teleconferenced into the meeting from the following location: 10288 Crescenzi Pl, Smartsville, California 95977

The Pledge of Allegiance was led by Ronda Walen, President, California School Employees Association.

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 Reardon, seconded by Trustee Jones and motion carried by a 7-0 vote to adopt the Board agenda.

Adoption of the Board Agenda

AYES: Trustees Hanacek, Hatton-Hodson, Holloway, Jones,

McNicholas, Pritchard and Reardon

NOES: None ABSENT: None

DISCUSSION/ACTION ITEMS

At the April 19, 2017 Board Meeting, Trustee Lynn Hatton-Hodson formally announced her resignation from the Board of Trustees effective Friday, June 2, 2017.

The following speaker addressed the Board:

• Dawn Urbanek spoke regarding the extension of the candidate application deadline.

Extension of Candidate Application Deadline to Fill Trustee Area 7 Agenda Item 1

Following discussion, it was moved by Trustee Reardon, seconded by Trustee Hanacek and motion carried by a 7-0 vote to table Item 1 until later in the Board Meeting.

AYES: Trustees Hanacek, Hatton-Hodson, Holloway, Jones,

McNicholas, Pritchard and Reardon

NOES: None ABSENT: None

At the April 19, 2017 Board Meeting, Trustee Lynn Hatton-Hodson formally announced her resignation from the Board of Trustees effective Friday, June 2, 2017.

President McNicholas conducted a random "hat draw" to determine the order of candidate interviews. The candidate names were drawn in the following order:

Interview of Candidate(S) for Vacancy within Trustee Area 7 Agenda Item 2

- 1. Judy Bullockus
- 2. Robert Dickson

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- 3. Shawn Gordon
- 4. Penny Davis-Esterman

Candidate, Shawn Gordon was absent from the interview process.

The Board of Trustees conducted interviews with the above named candidates. This was a discussion item only with no Board action taken.

At the April 19, 2017 Board Meeting, Trustee Lynn Hatton-Hodson formally announced her resignation from the Board of Trustees effective Friday, June 2, 2017.

Selection of Appointee for Trustee Area 7 Agenda Item 3

Following candidate interviews, President McNicholas called for nominations to fill the Trustee Area 7 vacancy.

Trustee Jones moved to nominate Judy Bullocks; Trustee Holloway seconded this nomination.

Trustee Hanacek moved to nominate Penny Davis-Esterman; Trustee Pritchard seconded this nomination.

As the first nominee, President McNicholas called for the vote of Judy Bullockus. With a 5-1-1 Roll Call vote, the Board appointed Judy Bullockus as Trustee for Area 7.

AYES: Trustees Holloway, Jones, McNicholas, Pritchard and

Reardon

NOES: Hanacek ABSENT: None

ABSTAIN: Hatton-Hodson

Trustee Bullockus will take the Oath of Office and swear-in during the June 7, 2017 Regular Board Meeting.

It was moved by Trustee Reardon, seconded by Trustee Hanacek and motion carried by **Adjournment** a 6-0-1 Roll Call vote to adjourn the meeting.

AYES: Trustee Hanacek, Holloway, Jones, McNicholas, Pritchard

and Reardon.

NOES: None

ABSENT: Hatton-Hodson

President McNicholas announced the meeting adjourned at 7:24 p.m.

Board Clerk			
Secretary, Boar	·d of '	Tructe	

23. CITIZENS REQUEST:

Board Policy 9322, *Agenda/Meeting Materials*, states any member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. Dawn Urbanek requested the placement of an agenda item to address the Board regarding the elimination of College and Career Planning and Health as graduation requirements.

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

Contact: Kirsten M. Vital, Superintendent

Capistrano's Own Data Shows That The Elimination of CCP as a Graduation Requirement Would Improve the Academic Performance of ALL Students Immediately!

WARNING: CUSD Does NOT Record Board Workshops so there will $\underline{\text{NO}}$ AUDIO RECORDING OF TONIGHTS WORKSHOP

CCP/Stand Alone Health as a Graduation Requirement is Crowding Out the Courses Colleges Require for admission (aka A-G coursework).

What is the motivation for maintaining CCP/Health when it is <u>not</u> a state graduation requirement and no other district is doing this????

The only answer is Student Data Mining!!!!

At tonights's Board Workshop CUSD will be discussing the creation of its own "Data Dashboard". The State of California has already created a State dashboard for all Districts; but, CUSD's dashboard is adding social and emotional indicators to its metrics. The collection of social and emotional data is done through Naviance and/or Naviance Family and many other software programs. CUSD has purchased over 12 different student data collection software programs at great expense to the district, especially when you include all of the required professional development and training costs.

CUSD is required to have parents **knowingly** "OPT IN" to this kind of data collection. When CUSD embeds a data collection program into a class that is required for graduation, Parents have no option to OPT students Out of the collection of personally identifiable information such as information received through personality testing and student and family surveys.

CUSD's A-G Course Completion Rate

DataQuest: http://data1.cde.ca.gov/dataquest/DistGrad.asp?cSelect=30664640000000-Capistrano+Unified&cChoice=DstGrdEth&cYear=2015-16&cLevel=District&cTopic=Graduates&myTimeFrame=S&submit1=Submit

54.4% of CUSD students complete their A-G requirements. That means that 46.6% of all graduates have <u>NO CHOICE</u> but to to attend Community College or get a job after they graduate from CUSD. Compare that to the following:

- Irvine: 66.8%
- Laguna Beach 67.2%
- Newport Mesa 59.8%

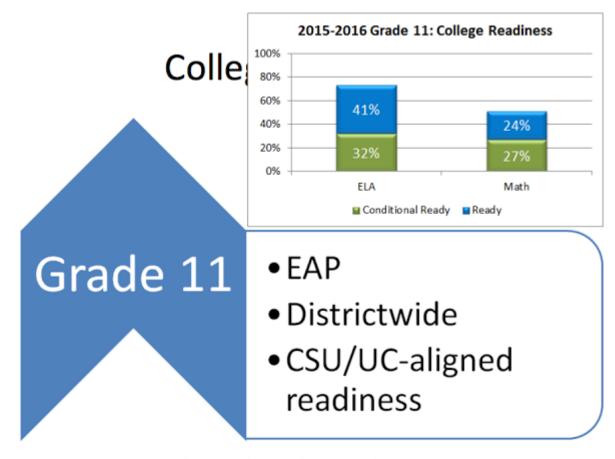
CUSD's numbers would improve instantly if CUSD would eliminate CCP and embed the three required units of Health into PE or another class like social studies (which many districts do to free up a block for all students).

CUSD's Math Problem

From CUSD's workshop presentation tonight it shows that only 24% of 11th graders are ready for college admission in math by the end of 11th grade page 21 of 35): http://capousd-ca.schoolloop.com/file/1218998819331/1218998864154/453811100872643902.pdf

That means that 76% of the Students at CUSD are not completing the right math classes by the end of 11th grade to be qualified to apply to a four year college.

Bottom Line: Only 24% of CUSD students are qualified to apply to a 4-year college or university after graduation.



An unwavering commitment to student success.

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If your students' goal is to attend a 4- year college or university immediately after graduating from CUSD, your child needs to complete Algebra I - Geometry - Algebra II by the end of 11th grade in order to do well enough on the math placement portion of the college entrance exams.

CUSD is preparing 24% of it's students for a 4-year college or university after graduation.

CUSD's graduating class of 2016 placed 8% of its students at a UC; and 10% of students at CSU, of which 5% required remedial work prior to enrollment. The remaining qualified graduates attended other 4- year colleges or universities (out- of state and/or private colleges and university).

So... of the 27% of students shown as "conditionally ready" only 5% are completing their necessary course work by the end of senior year. All other students have NO CHOICE but to attend community college or get a job after graduation.

Because the quality of California's public education system has declined to such a great extent, the CSU system has stepped up to offer "conditional enrollment" based on the completion of remedial work prior to being accepted into a CSU.

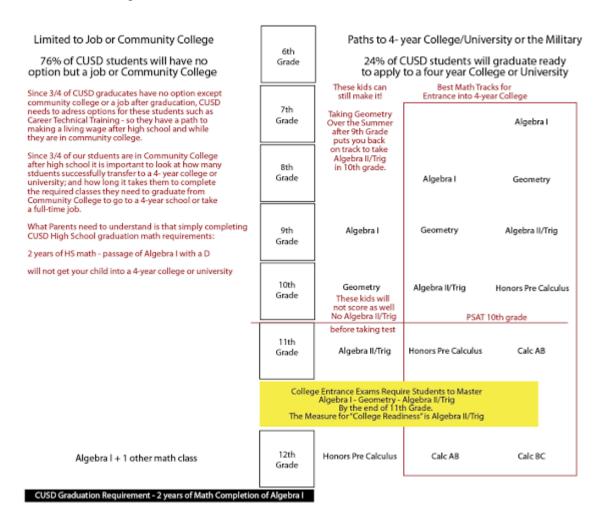
The Chart below shows the different math tracks necessary to reach "4- year college readiness".

The confusion for parents is that when CUSD speaks about "College Ready" they are talking about "Community College Ready and/ or Career" which is why CUSD is putting so many resources into vocational training and "CTE" classes. The downside of this is that without proper guidance, students who have a desire to go to a four year college may not be qualified if they take a CTE class in place of the courses required for college admissions to a majority of colleges. For example: If a student takes a CTE class instead of their foreign language, the student will not meet admission requirements into most 4 - year colleges.

MATH PLACEMENT:

Math Placement in the 6th grade will greatly influence a child's path to college or career.

If your students' goal is to attend a 4- year university immediately after graduating from CUSD, your child needs to complete Algebra I - Geometry - Algebra II by the end of 11th grade in order to do well on the math portion of the college entrance exams. The chart below illustrates all the different paths that students can take to reach their individual goals.



CUSD's high school math requirements are the lowest in Orange County at 2 years of math - completion of Algebra I to graduate. The State of California has lowered it's high school graduation requirements in math from the Common Core requirements of 3 years of math (Algebra I, Geometry, Algebra II) passage with a "C" to

graduate, back to California's old standard of 2 years of math, completion of Algebra I - passage with a "D" to graduate. California is failing to prepare students for college or career when jobs of the future require a minimum level of math.

In conclusion, CUSD could immediately improve a-g completion rates for ALL students by eliminating CCP/Health as a graduation requirement so that all students would have one additional year long block to complete college required coursework.

CUSD's own data for interim assessments for CCP which is being presented tonight shows that 47.6% of students receive an "A" grade and 19.4% receive a "D" or "F". The CUSD GPA of <u>EVERY</u> student who does not receive an "A" in CCP, is being injured by a low grade in an unnecessary class.

CCP Metrics

Results from the Fall Common Interim Assessment

Fall Semester CCP CIA #1		
Score Range	%	
0-59	15.5%	
60-69	3.9%	
70-79	8.2%	
80-89	24.7%	
90-100	47.6%	
Test Takers	1,298	

An unwavering commitment to student success.

32 of 35

Further - CUSD's own student survey shows that an overwhelming majority of students found this class to be a waste of time for them. Especially when CCP/Health force students to take two years of summer school and/or zero period in order to complete college course requirements.

CCP Metrics Survey Results from Senior Survey CLASS of 2017

Guidance Assistant Principals collaboratively created a Senior Survey that will be administered to every Senior during the last month of the school year. The survey captures a variety of information regarding their preparation and plans for post-secondary life.

The following data captures Seniors' perceptions of how CCP impacted their high school experience and preparation for college and career at the time they took the course (3 to 4 years ago). **These results represent 19% of the total Senior class** with the remaining students still to take the survey. Final results will be available in June.

Significant	Some	Little	Did Not Take
Impact	Impact	Impact	CCP
47	156	426	95

An unwavering commitment to student success.

34 of 35



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675 TELEPHONE: (949) 234-9200/FAX: 496-7681 www.capousd.org BOARD OF TRUSTEES

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KRSTEN M. VITA

April 26, 2017

Dear Mrs. Urbanek,

This letter is to acknowledge receipt of your request for placement of an item on a future Board agenda regarding the elimination of CCP and standalone Health as a CUSD graduation requirement.

Board Bylaw 9322(a) states: Any member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and submitted to the Superintendent with supporting documents and information, if any. The Superintendent shall place the matter on a future regular Board meeting agenda within 45 days of receipt of the request, taking into account orderly conduct of the District's business. There is no requirement in state law that the Board take action on, or even deliberate about such an item. It must, however, be placed on the agenda and persons requesting to address the Board to a published agenda item will do so in accordance with the provisions set forth in Board Policy 9323, Meeting Conduct.

Your requested item will be added to the June 7, 2017 Board Meeting. Please have any additional exhibit items to me via email no later than Thursday, May 25, 2017. Feel free to contact me with any questions.

Board meetings begin at 7:00 p.m. and are held at the Education Center located at 33122 Valle Road in the City of San Juan Capistrano. The President of the Board will introduce you when it is time for you to present your agenda item; at which time you will address the Board from the podium.

Should you have any questions I can be reached at (949) 234-9207 or nmperez@capousd.org.

Sincerely

Nicole Perez

Kero

Executive Secretary, Board Operations

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

The following is the Pros and Cons of eliminating CCP/Health which was suppose to be discussed at the June 7, 2017 Board Meeting by Citizens Request. Staff has been trying to make that meeting irrelevant by asking the Board to vote to keep CCP/Health for one more year.

CUSDWatch.com

Board President Martha McNicholas Directs CUSD Staff to bring the Board a Discussion of Ending CCP as a Graduation Requirement

With contract negotiations coming to a head, it is perfect timing for Trustees to discuss putting an end to CCP/Health as a graduation requirement.

PRO CCP

Benefits of Keeping CCP as a Graduation Requirement?

Staff and Employees want it - There has been no articulate reason presented by CUSD for keeping a class that forces CUSD students who plan to attend a 4-year college into taking two years of summer school if they want to complete their A-G requirements.

CON CCP

Benefits of Eliminating CCP as a Graduation Requirement

Eliminate CCP as a graduation requirement... it is in the BEST INTEREST OF STUDENTS.



Saving Teaching Jobs & Maximizing Compensation

During the great recession (Starting 2007-08), CUSD was forced to cut \$152 million dollars from it's budget (about 32%). In an effort to balance it's budget, CUSD laid off almost all of it's School Counselors. By 2011, CUSD had decreased the number of School Counselors to 16 for the entire District- 1,056 students per School Counselor.

The American School Counselor Association recommends a ratio of 1 Counselor to 250 students. CUSD replaced the School Councilors with "Academic Advisors" and initiated CCP classes (College and Career Planning Classes) as a means of compensating for the laid off School Counselors.

A school "Counselor" is required to have equivalent to the completion of an earned Master of Arts or higher degree in psychology, counseling, or guidance, and hold a valid California Pupil Personnel Services Credential authorizing service as a "School Counselor". http://www.ctc.ca.gov/credentials/CREDS/pupil-personnel-svcs.html

www.casponline.org/pdfs/pdfs/psc2.ppt Slide 13 - 17

Eliminating CCP Would Instantly Improve CUSD's A-G Completion Rates

CCP/Health combined take up 1 full block for an entire year making it difficult for students on a 4-year college track to complete A-G requirements. CUSD's current A-G completion rate is 54.1%. That means 45.9% of all CUSD students have NO option after graduating CUSD except to go to Community College or get a job.

Eliminating CCP as a graduation requirement, and incorporating the three required units of Health into PE would free up an entire year long course for students to complete an A-G course which would dramatically increase CUSD's A-G completion rates.

This would dramatically improve the number of students that would be qualified to apply to a selective 4-year college or University. It is time to Eliminate CCP for this reason alone.

DataQuest

State Preparation Standards for each of

three PPS Credential Specializations

Core Knowledge 24 Shared Standards Most have Master's Degrees

Counselors	Psychologists	Social Workers
48 Semester Units 16 Standards, Course work	60 Semester Units 11 standards	45 Semester Units 9 standards
600 hours Supervised Field Experience plus 100 hours Practicum	1200 hours Supervised Field Experience plus 450 hours Practicum	1000 hours Supervised Field Experience

SCHOOL COUNSELORS ARE QUALIFIED TO:

- Provide academic, career, and personal/social counseling to students.
- □ Ensure equity and access to the most appropriate, challenging and mandated curricula for all students.

SCHOOL COUNSELORS ARE QUALIFIED TO:

- □ Provide prevention and intervention strategies to improve student behavior in social skills and conflict resolution.
- □ Provide consultation, training, and staff development to teachers and parents regarding students' needs.
- ☐ Increase access to post-secondary options for all students.

54.4% of CUSD students complete their A-G requirements by 11th grade.

Irvine: 66.8%

Laguna Beach 67.2% Newport Mesa 59.8%

CUSD's numbers would improve instantly if CUSD would eliminate CCP and embed Health into PE.

* Note: CUSD always post Conditional + College Ready to make their numbers look better but A-G completion by 12th grade is too late for students wanting to attend a 4- year selective university.

The State of California does not require students to take CCP to graduate. This is unique to CUSD no other schools requires students to take CCP. The State of California does not require Health as a stand alone class to graduate. The three required units of Health can be embedded into PE.

CCP & Stand Alone HEALTH Place an Unreasonable Curriculum Burden on Students and Financial Burden on Taxpayers.

Making CCP a Graduation Requirement places an substantial burden on CUSD's highest achieving students by impacting their schedules with a meaningless class.

CUSD can keep CCP for those students who will benefit from this class, but CCP SHOULD NOT BE A REQUIREMENT TO GRADUATE.

CCP does NOT transfer to any college and adds nothing to a students transcript. In fact CCP puts downward pressure to a weighted transcript.

NO SCHOOL DISTRICT FORCES STUDENTS TO TAKE SUMMER SCHOOL FOR TWO SUMMERS! What is the real motivation for making this class a graduation requirement?

Every student who wants to attend a 4-year selective College or University is being forced to take Summer School for two summers in order to get their required A-G classes completed.

Eliminating CCP as a graduation requirement, and incorporating the three required units of Health

SCHOOL COUNSELORS ARE QUALIFIED TO:

- □ Connect students with alternative and college outreach programs and articulate with colleges and universities.
- □ Provide consultation, training, and staff development to teachers and parents regarding students' needs.

"Academic Advisors" are classified staff that are required to have a minimum 2 years of college level course work in education and a valid Driver License. In 2011, the average compensation for a Certificated School Counselor was \$108,392.

The average compensation for a classified employee designated as an "Academic Advisor" was \$53,567. CUSD was able to cut it's salary expenses by hiring less qualified staff, and implementing CCP as a required class for graduation.

CUSD's reporting of Support Staff was intentionally meant to mis-lead the Public. SARC reports reported the number of "Academic Advisors" as "School Counselors", while on reports to CDE showed that most support staff had been laid off due to budget cuts. THE PUBLIC HAD NO IDEA STUDENTS WERE NO LONGER RECEIVING ADEQUATE PUPIL SUPPORT. CUSD implemented CCP and made it a requirement for graduation to ensure that EVERY student would be trained in basic computer skills and have some access to an academic counseling without needing a live Counselor.

The downside of this solution was that CCP/Health made it very difficult for high achieving students (students on track to enter a four year selective University) to complete their A-G requirements. In an effort to compensate for declines in A-G Completion rates, CUSD worked very hard to get CCP classified as a CTE class (College Technical Education class). This would allow students to use the CCP class as an elective A-G course.

CTE classes require a special Teaching Credential. Unfortunately, all of the Certificated teachers teaching CCP were not adequately credentialed to teach a CTE class- hence the "challenge to staff" (see slide below). 17 CCP Teachers

18 Health Teachers

The combined current compensation of these 35 teachers is over \$4.5 million dollars with average compensation per teacher of \$130,000.00 per year.

into PE would free up an entire year long course block to complete an A-G required course. It appears CUSD is preparing students for COMMUNITY COLLEGE or a JOB not Higher Education. How sad for south Orange County some of the most educated people in the world live here and CUSD will make their children less educated and employable simply because they happen to live in the Capistrano Unified School District.

Didi you know that only 8% of last years graduating class is currently attending a UC school?

Did you know that 25% of CUSD students applied to a UC and either got offered Merced or were not accepted?

CUSD is not meeting the needs of high achieving students AND

CCP is one of the reasons- lack of Honors classes and accelerated programming is why. The State of California is following the Michael Fullan model of education (Canadian Model) which believes that "class size is irrelevant" and "Professional Development for Employees" makes great students. Even when those employees are out of the classroom 20 days a year in a 180 day school year.

THEY ARE WRONG- Class Size Matters and Professional Development for teachers that will retire in the next 2-3 years is a waste of money for a bankrupt school district.

CUSD has the largest class size in the Nation and in the State of California.

http://www.cuea.org/a_Version_03/contract/2015-17_Contract.pdf at page 17

*Note these are "averages"

 Transitional Kindergarten
 33:1 (2013-2014 and 2014-15); 32:1 (thereafter)

 Kindergarten
 33:1 (2013-2014 and 2014-15); 32:1 (thereafter)

 Grades 1-3
 32:1

 Grades 4-5
 33:1

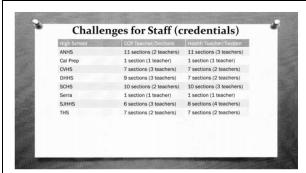
 Grades 6-8
 35:1

 Grades 9-12
 36:1

They are putting 50:1 in PE and other courses which are not "Core" educational classes.

CUSD Freshman that have to take CCP/Health as a Summer School Option

2014-15 4,027 Incoming Freshmen 1,164 incoming freshmen 29% Health 767 19.04%



As you read these total compensation numbers (Salaries, pensions and benefits) keep in mind this is for 180 days of instruction. and

these are 2015-16 numbers which do not include their 8% compensation increase they received in 2016-17 ... nor does it include the 8% they are asking for for 2016-17 that is currently being negotiated.

This is while our children attend schools that have not been fixed or maintained for 20 years. They have no DISTRICT FUNDED ART, MUSIC or SCIENCE, no Honors Classes (compared to every other district or programming for high achieving students. CUSD Staff eliminated funding for **GATE** without Board approval.

CUSD staff has received across-the-board compensation increases the last four years totaling over \$120 million dollars and have done NOTHING to improve the quality of education for students.

Aliso Niguel High School CCP: 11 sections - 2 Teachers

Lora (Abedi) Harvey - CCP \$126,448.60Credential CCA Computer Concepts & Applications Grades 9 and

John Chubb CCP/Football Coach \$121,116.80. Unable to verify teaching credential

Health: 11 Sections - 3 Teachers Aaron Kokx Health/Varsity Basketball

Coach\$139,851.60 Credential Health Science and

Introductory Science

Lisa Ezratty 3 sections **\$145,055.60**Credential Health Science (Examination) and Physical Education Eamination

? Not Identified on School Web Site

Capo Valley High School CCP: 7 sections - 3 Teachers

Christina Lee: AVID

Coordinator/CCP\$112,254.60 Unable to verify

Credential

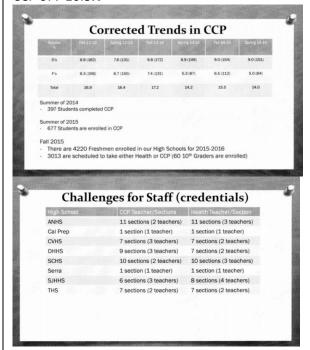
Kent Baker: Drawing/IB Visual/Art of

Animation/CCP \$94,901.70 Credential Art- Drafting-

CTE Teaching Credential -Preliminary Erin Girard: Choir/CCP/Sound Design & Engineering **\$94,256.40** Credential Music

Health: 7 Sections - 2 Teachers

CCP 397 9.8% 2015-16 4,220 Incoming Freshmen 1,734 Took Summer School (41%) Health 1,057 25% CCP 677 16.8%



CUSD BOARD POLICY 6146.1(b) Revised 1-2017

"Students will be provided multiple flexible options to complete to Graduation Requirements for the College and Career Planning (CCP) course and the Health course. This flexibility includes the ability to take both courses over the summer through District Summer School, ACCESS, Pacific Coast High School or any other accredited institution. This option is open to all students not just those with "impacted schedules." However, due to space limitations, students with impacted schedules may be given first priority.

Students may fulfill both the College and Career Planning and Health courses during the regular school year by taking the courses through CUSD APEX either before school, during Tutorial, lunch or after school (options vary by site)."

SUMMER SCHOOL OPTIONS

2017 Summer School

Incoming 9th grade students that have an impacted schedule may take Health, CCP or both on-line over the summer. An impacted schedule is Steve Yancy: Health/Head Coach Boys Swimming and

Water Polo Unable to verify Credential ? Not Identified on School Web Site

Dana Hills High School

CCP: 9 Sections - 3 Teachers (Web Site shows 4)

Craig Dunn: PE/CCP/Boys Cross

Country **\$112,149.90** Credential Physical Education

Exam

Kenneth Workman: PE/CCP **\$141,502.60** Credential

Physical Education

Glen Forster: CCP/AP Computer

Science **\$143,450.60** Credential Computer Concepts

and Applications- Mathematics Douglas Gustafson: Social

Science/CCP \$73,664.80 Credential Social Science

Health: 7 Sections - 2 Teachers

Lindsey Lee: PE/Health **\$97,631.40** Unable to Verify

Teaching Credential

? Not Identified on School Web Site

San Clemente High

CCP: 10 Sections - 2 Teachers ? Not Identified on School Web Site Health: 10 Sections - 3 Teachers

Chris Watkins: PE/Health **\$24,824.96** Unable to

Verify Teaching Credential

Dion Kerhoulas: Credential Political Science- Physical

Education

? Not Identified on School Web Site

San Juan Hills High

CCP: 6 Sections - 3 Teachers

Charles Briggs: CCP **\$142,270.60** unable to verify

Credential

? Not Identified on School Web Site Health: 8 Sections - 4 Teachers

Aaron Flowers: Head Football Coach/Athletic

Director/Health \$135,796.60 Credential Sociology-

Health Science Examination

Mitzi Kincaid: Head Girls Volleyball Coach/Health &

PE **\$133,473.40** Credential Health Science (Examination) Physical Science (Examination)

Sharon Spiers: PE/Health **\$127,771.60** Credential US

Government/Civics - English- Health Science (Examination)- Physical Education (Examiniation)

? Not Identified on School Web Site

Tesoro High

CCP: 7 Sections - 2 Teachers

Chad Trotter: AP Computer Science/CCP/Academic Intervention **\$116,742.60** Credential Computer Concepts and Applications English (Examination)

Craig Cunningham: Technology

Teacher **\$137,673.60** Cannot verify Credential

Health: 7 Sections - 2 Teachers

John Gripe: Department Chair PE/Health Unable to verify Credential Credential **\$139,412.60**

Deanna Gross: Credential Health Science
(Examination)- Physical Science (Examination)-

Introductory Physical Education-

English \$129,770.40

one where an incoming student would be taking a foreign language, World History Honors and band, orchestra or choir. A sport or a year-long VPA elective does not count as an impacted schedule There are three options for summer school health classes and one option for CCP.

- 1. **CUSD Credit Recovery Summer Program**(Health and/or CCP)
- 2. Pacific Coast High School (PCHS) (Health)
- 3. ACCESS (Health)

CUSD is forcing 9th and 10th graders that want to get into a 4-year college to take two years of summer school requiring 10 - 15 hours of time per week for 6 weeks.

"Students may take two summer classes however we strongly encourage your student to only take one the summer going into 9th grade and one the summer going into 10th grade."

"The estimated time working from home is 10-15 hours per week in your online course. Remember this is for one class, if you are taking two classes you will need to double the amount of time you need to set aside."

"Although you can work on your class at any time that is convenient for you at home, remember that you are taking a class in 6 weeks that is the equivalent of a 16 week course during the regular school year. Plan to commit ample time to you studies in order to be successful."

These are On-line options **ONLY**

What about students who do not have access to a computer at home?

NEW! CUSD CREDIT RECOVERY SUMMER PROGRAM

Classes June 20 - July 26, 2017

Registration opens on April 10, 2017 and closes on May 12, 2017 or when maximum capacity is reached.

The course work is completed at home. All tests must be taken in person. A one-hour testing time per week/per class is assigned. Students will be required to attend a mandatory orientation June 20 or June 21 (your date will be assigned by the district). Failure to attend the orientation will result in being dropped from the course.

Student Data Mining

Naviance has traditionally been a tool used by High School Juniors and Seniors to track their College Applications and help match students to colleges.

Naviance is NOT A CLASS.

CUSD made a unique decision to embed Naviance Family into CCP- a class required for graduation which means, students cannot OPT OUT.

This violates Naviance terms of service agreement with CUSD which requires school districts to OPT students IN.

"Naviance, Inc. relies on Clients to provide consent for collection of that data on behalf of the parents or legal guardians, as agreed to in advance by Clients." CUSD has made a unilateral decision to collect personally identifiable data on every single student in CUSD with no ability to OPT OUT.

https://www.naviance.com/privacy/faq

Parents will be notified of the testing time by May 28 via email. Please refer to the CUSD website after March 20 for additional information. Questions about CUSD Summer School? Visit our Support site at support.cusdonline.com

ACCESS & PCHS are Public High Schools

Using Credit Referrals to provide opportunities for students to complete Health in summer is inappropriate and costly to tax payers.

Since students cannot be enrolled in two public schools at the same time, students taking summer school through ACCESS & PCH have to "transfer"... be "referred out" of of CUSD into the summer school, and then be "transferred"... "referred back" into CUSD at the end of summer.

Pacific Coast High School (PCHS)

Classes June 26 - August 11, 2017

The Health course offered through PCHS is fully online and the final for this health class must be taken at PCHS (in Tustin) face-to-face with a teacher.

PCHS classes are CSU/UC approved A-G credits. Registration opens on April 3 and is on a first come first serve basis. Applications are due no later than May 22 but the course can close prior to that date.

PCHS Summer School Flyer. Complete the enrollment packet which can be downloaded from the flyer or at http://pchs.k12.ca.us/july-august-capistrano/

Print out entire packet and bring completed application to your Academic Advisors. more information:

Pacific Coast High School is an online program by Canyas

Pacific Coast High School - College Prep "Credit Recovery" in English Math and Social Science and "Original Credit in Health, Economics and PE PCHS is a public school that the Orange County Department of Education contracts with to offer "Credit Recovery" summer school classes. There are no tuition fees for its services for "Transfer Students". California Taxpayer pays for these classes when it should be coming out of CUSD's Budget

PCHS only teaches HEALTH. No outside program or school teaches CCP - it is unique to CUSD.

ACCESS - Independent Study Non-College Prep "Credit Recovery" program Naviance Privacy Policy

(Last updated 6/23/2016)

Naviance by Hobsons ("Naviance") is a web and mobile-based K-12 college and career readiness platform owned and operated by Naviance, Inc. Naviance helps students in grades K-5 explore the connection between their interests, goal setting and achievement, and helps students in grades 6-12 explore goal setting, career ideas, academic planning, and college preparation, while operating as the system of records for schools and districts. Your privacy is important to us and we are committed to protecting your information. This Privacy Policy explains how we collect, use and protect information in Naviance. This Privacy Policy must be read together with the Terms of Service. If you are located outside of the United States, please be aware that the information you provide to us is transmitted to and processed in the United States. Data will be protected subject to this Privacy Policy and applicable law, which may be different from the laws in your country. By using Naviance, you agree to this.

Information Provided by Schools and Districts ("Clients"):

When Clients decide to use Naviance, they submit information necessary to create their school account, including first and last names, ID numbers, email addresses, user names and passwords for the school and district staff users. Clients also submit minimally required information about the students, used for school purposes to allow Clients to view student activity within Naviance:

- Grades K-2: Grade and teacher name
- Grades 3-5: Last name, unique ID number, grade and teacher name
- Grades 6-12: Last name, unique ID number, gender, class year and district campus

Additional information Clients would like to host about their students within Naviance is done at the Clients' discretion for their internal review, analysis and reporting. This may include student personal information and academic records, including student first names, contact information, date of birth and other demographic information, grades, test results and performance data. Clients may also host information about a

Classes June 26 - August 11, 2017

Students who enroll with ACCESS meet with the ACCESS teacher once a week at one of four site locations (San Clemente, San Juan Capistrano, or Mission Viejo).

Students can enroll from April 25 through June 8 or until maximum capacity is reached.

Print and complete ACCESS Application Packet. more information:

ACCESS is an online program by Gradpoint a Pearson Product.

The ACCESS student population encompasses a wide range of youth, including students in group homes or incarcerated in institutions, students on probation or homeless, students who are parents or working full-time, students participating in a home schooling program, and students who are referred by local school districts.

ACCESS is a public school program operated by the Orange County Department of Education, Alternative Education Division. There are no tuition fees for its services. California Taxpayer pays for these classes when it should be coming out of CUSD's Budget

ACCESS only teaches HEALTH. No outside program or school teaches CCP - it is unique to CUSD.

Health is NOT required to be a "Stand Alone Class". The Three Required Sections of Health Can be Embedded into PE.

http://www.cde.ca.gov/ci/gs/hs/hsgrmin.asp State Minimum Course Requirements

Beginning in the 1986-87 school year, California Education Code (EC) 51225.3 has specified a minimum set of co meet state requirements to graduate from high school and receive a diploma. The governing boards of local education agencies (LEAs) have the authority to supplement the state minimum requirements at the local level.

EC 51225.3 states that all pupils receiving a diploma of graduation from a California high school must have completed all of the following courses, while in grades nine to twelve, inclusive:

- Unless otherwise specified, each course shall have a duration of one school year

 - Ness otherwise specified, each course shall have a duration of one school year.

 Three courses in mathematics, including one year of Algebra I (EC Section 51224.5)

 Two courses in mathematics, including biological and physical sciences

 Three courses in sciences, including biological and physical sciences

 Three courses in scientifications, including binded States history and geography; world history, culture, and geography; a one-semester course in American government and civics, and a one-semester course in conomics

 One course in yisual or performing arts, foreign language, or commencing with the 2012-13 school year, career technical education. For the purpose of satisfying the minimum course requirement, a course in American Sign Language shall be deemed a course in foreign language

 Two courses in physical education, unless the pupil has been exempted pursuant to the provisions of EC Section 51241

 there coursework adopted by the local governing board of the LEA

AB-329 Pupil instruction: sexual health education

student's parent or legal guardian, including, but not limited to names, street addresses and other contact information. Clients may create accounts in Naviance for students' parent or legal guardians by importing their existing records and submitting user names. At the Client's discretion, parents may be provided with access privileges to view and/or edit certain information.

Information Provided by Students:
Depending on their grade, students log into
Naviance using information provided by the Client
or they create their own user name and password:

- Grades K-2: Students select their grade and teacher name from an onscreen menu and enter a password for the class provided by the teacher. Students may also enter responses to lesson plans, submit questions to a teacher or respond to other classroom instructions.
- Grades 3-5: Students select their grade and teacher name from an onscreen menu and enter a password for the class provided by the teacher. Students may also be asked to enter a user name provided by the teacher. Students may also enter responses to lesson plans, submit questions to a teacher or respond to other classroom instructions.
- Grades 6-12: Students create a user name and password. Also, subject to the configuration options selected by Clients, students may choose to add information such as their email address, phone number or home address.

A Special Note About Students Under the Age of 13:

Naviance, Inc. operates in compliance with the Children's Online Privacy Protection Act (COPPA). Subject to the configuration options selected by Clients, students under the age of 13 may be asked to submit personal information. Any such information is used only for their school purposes. Naviance, Inc. relies on Clients to provide consent for collection of that data on

New Law that took effect January 1, 2016 governs minimum requirements for Health Education.

Making CCP Mandatory to Save Teaching Jobs and to Maximize Compensation is NOT in the Educational Interest of Students

CUSD has grossly overcrowded classrooms at every grade level. The District is 8,555 students over it's legal capacity (excluding all of the new development going on). CUSD funding spent on CCP/Health could be better used to reduce class sizes, restore programs like Art, Music and Science, and expand facilities. CCP is a waste of students time and taxpayer money. NO DISTRICT SHOULD FORCE STUDENTS TO TAKE SUMMER SCHOOL TO GRADUATE READY TO ENTER COLLEGE.

<u>March 2016 Residential Development School Fee</u> <u>Justification Study</u> (page 6)

IV. Facilities Capacity and Student Enrollment

In order to determine whether the School District's existing school facilities contain excess capacity to house students generated by new residential development, school year 2015/2016 student enrollment and school facilities capacity of the School District were evaluated.

Collectively, the School District's school facilities in school year 2015/2016 have a capacity of 39,842 students per Section 17071.10(a) of the Education Code. This capacity includes seats from all new school facility construction projects funded by the State and teaching stations purchased by the School District without State funding (see Exhibit A for SAB Form 50-02 which catalogs the classroom count as of 1999, and Exhibit B for an updated school fedicities capacity calculation to include projects added after the SAB 50-02 Form was completed). Of these 39,842 existing seats, 22,624 are at the elementary school level, 6,410 are at the middle school level, and 10,808 are at the high school level. (The school level configuration of the School District has been altered to be consistent with the SAB Form 50-02.) The enrollment of the School District in school year 2015/2016 is 48,997 students. As shown in Table 1 below, the School District's student enrollment exceeds facilities capacity at all school levels in school year 2015/2016.

Table 1
Existing School Facilities Capacity and Student Enrollment

School Level ^[1]	2015/2016 Facilities Capacity ^[2]	2015/2016 Student Enrollment ^[3]	Excess/ (Shortage) Capacity
Elementary School (Grades K-6)	22,624	24,468	(1,844)
Middle School (Grades 7-8)	6,410	7,886	(1,476)
High School (Grades 9-12)	10,808	16,043	(5,235)
Total	39.842	48.397	(8,555)

CUSD has yet to articulate why CUSD makes CCP a required class for graduation.

This is a graduation requirement that is unique to

The State Does Not Require CCP or stand-alone-health to graduate.

behalf of the parents or legal guardians, as agreed to in advance by Clients.

Clients may also make any information provided by students under the age of 13 available to parents or legal guardians to review through each Client's product dashboard.

Naviance Usage Information and Cookies: When using Naviance, our servers automatically collect the Internet Protocol ("IP") address associated with the user's computer. We may also collect additional information such as login timestamp, the browser type and version, and the operating system of the computer. This information is logged to help us to diagnose technical problems and to administer Naviance. To collect information about the use of Naviance, we use cookies. Cookies are small data files sent by a website or application and stored on the computer or device at the request of that site or app. Cookies store information related to the browser to enable us to recognize the browser on return visits to Naviance and to remember your preferences. We use third-party service providers to assist us in collecting and understanding the usage information. Most browsers can be set to detect browser cookies and to let you reject them, but refusing cookies may make it difficult to use Naviance. To learn more about browser cookies, including how to manage or delete them, look in the Tools, Help or similar section of your Web hrowser

How We Use and Disclose Information: WE DO NOT SELL DATA, and we do not use personally identifiable information for commercial purposes. In addition, we do not disclose, distribute, access or reference any personal information except as noted at the time that we request the information or in the following circumstances:

- When directed by Clients on behalf of their employees or students
- To our third party service partners to permit them to provide features and services on our behalf and as requested by Clients (see Third Party Services section)
- To postsecondary institutions when a Client has specifically requested the availability of features that allow their users in grades 9-12 to connect with such institutions
- To resolve a problem or support issue on behalf of a Client
- To investigate a suspected violation of the Terms of Service.

CCP/ Health as a stand alone class should be ELIMINATED to help fix impacted student schedules.

CUSD has yet to articulate why CUSD makes CCP a required class for graduation.

This is a graduation requirement that is unique to CUSD.

The State Does Not Require CCP or Stand Alone Health to graduate.

CCP/ Health as a stand alone class should be ELIMINATED to help fix impacted student schedules.

CCP/Health as a Stand Alone Class is a Waste of Money

\$4.5 million CCP/Health teachers compensation could be used to reduce class sizes and restore programs like Art, Music and Science for every student. 35 teachers @ \$130,000 = \$4.5 million in compensation + the cost to tax payers for on-line summer school options.

By Staffs own Admission:

"Health and CCP teachers met to discuss student data and use that data to inform future practices. Ex. CIA 1 proved that the assessment, though comprehensive in content, did not adequately assess student learning."

"Collectively the team used this data to examine scoring practices and share best practices. As a result, appropriate modifications were made for the second semester"

1						Health and CCP Update	
	AF	HST	BA	NO		71 (100 (100 (100 (100 (100 (100 (100 (1	
1	~	HOME	1 000			Professional Learning Communities	:
						Professional Learning Communities (PLCs) and the use of Data.	
	EXI					 Health and CCP teachers met to discuss student data and use that data to inform future practices Ex. CIA 1 proved that the assessment, though comprehensive in content, did not adequately assess student learnings. 	S.
	EXHIBIT I		è	ï	ï	 Collectively the team used this data to examine scoring practices and share best practices. As a result, appropriate modifications were made for the second semester. 	ı
	0	ò	0	0		Health and CCP teachers answered the following questions:	
						• Which of our students need additional support to achieve proficiency on essential learnings?	
						 How will we provide that support? 	
	7					• What is our plan to enrich and extend learning for students who are highly proficient?	
	17 of 4	۰	0	0	0	What is an area that my students struggled?	
	G		a	0	10	o What strategies were used by teammates whose students performed well in that specific area?	
			0			 What is an area where our teams students struggled? 	
						What do we believe caused these challenges?	
		۰	0			What is our plan for improving our students' results?	

- As may be required by law or as ordered by a court, in which event we shall notify Clients and shall work with Clients to seek to limit the scope of the required disclosure
- In the event of a reorganization, merger, sale, assignment, bankruptcy or other disposition of our business, in which case the transferred information will remain subject to the terms of this Privacy Policy.

We may use non-personal information, including aggregated, de-identified data for a variety of purposes subject to applicable law, including:

- to improve our educational products for adaptive learning purposes and for customizing the student experience
- to demonstrate the effectiveness of Naviance, including in our marketing materials
- to develop and improve our products Third Party Services:

Naviance provides Clients with access to a variety of features which Clients may choose to make available to their students. These features, some of which are operated by third party providers, are available only to students in grades 6-12, and may be turned on or off at the sole discretion and control of Clients.

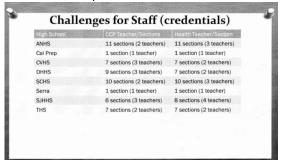
Naviance also provides Clients of students in grades 6-12 with the opportunity to purchase additional third party features. These include, but are not limited to, features that allow students to explore learning styles, explore college and career pathways, and connect with postsecondary institutions around the globe that may be of interest.

If Clients choose to make these features available to their students, a limited amount of information, including personal information, may need to be sent to the third party in order to deliver the service to the Client and their students. Naviance does not disclose more information to third parties than is necessary for them to provide features on behalf of Naviance.

All third parties have agreed to handle the information in compliance with this Privacy Policy and the Naviance security policy. They may use the information for the sole purpose of providing the service to Clients and their students. We are not responsible for data once it has been submitted to a postsecondary institution. In addition, Clients and students should be aware that if they choose to connect with a postsecondary institution in another country, their data will be subject to the laws of that country.

CCP is NOT a CTE Class

CUSD tried to have CCP classified as a CTE class or Pathway even though most of the CCP teachers were not "Qualified" to teach a CTE course - no CTE Credential).



If CCP could have been classified as a CTE class students would have been able to use this for an A-G course requirement.

Embedding Naviance Family into CCP and forcing every student in CUSD to participate in Naviance Family violates every students right to Privacy

This effectively allows third party for-profit companies to have access to EVERY CUSD's students personally identifiable data with no ability for parents to OPT OUT. This violates CUSD's service agreement with Naviance Family.

Due to budget cuts, CUSD is starting to lay off Certificated School Counselors.

Is CUSD keeping CCP as College and Career Ready component solely for the purpose of retaining teachers and saving money on counselors?

Zero Period is the only other option available to students with impacted schedules.

Naviance also provides Clients with links to third party websites and allows Clients to add links to websites that they may then share with their students in all grades. We do not control, and therefore are not responsible for, the content or privacy practices of those websites. Those websites are governed by their own privacy policies, and we encourage Clients and students to read them.

How Clients Can Modify Information:

Clients may update or change their institution's information by contacting us, or in some cases, may update their records through the relevant areas of Naviance. We also provide Clients with a dashboard that allows them to access, modify and delete student and parent information, as may be required by law or otherwise deemed necessary from time to time. At their discretion, Clients may also provide students and parents with the ability to access select information.

Since Naviance is used at the direction of the Client, parents and eligible students must work directly with their school to access or modify their information or manage permissions.

Security:

We are committed to protecting the security, integrity and confidentiality of the data through the use of physical and technical safeguards. Naviance uses Transport Layer Security (TLS) encryption and server authentication technology to protect data when Naviance is accessed using a supported web browser.

We host Client data in secure server and cloudbased environments that use a firewall and other industry-standard technology in an effort to prevent interference or access from outside intruders. We also require unique account identifiers, user names, and passwords that must be entered each time Clients, students or parents sign on to Naviance. The Internet, however, is not perfectly secure and Naviance is not responsible for security breaches not reasonably within its control.

We require that Clients maintain the confidentiality of their user names and passwords. If Clients become aware of any unauthorized use of an account, loss of their or their students' or parents' account credentials or suspect a security breach, notify us immediately.

Data Retention:

As a system of record for its Clients, Naviance retains the data at the sole discretion of Clients, and for as long as they have active agreements for Naviance. After termination of an agreement, Naviance will retain Client data for a limited time period in accordance with the Naviance Data Retention Policy for the convenience of Clients, so

CCP forces students to skip a foreign language or to take summer school or zero period if they want to take an elective.

CCP hurts CUSD College Going Rates!

CCP hurts CUSD Graduation Rates!

CCP does NOT transfer to any college and adds nothing to a students transcript; and in fact adds downward pressure to a weighted transcript.

It seems that the ONLY reason to keep this class is for purposes of student data mining...

CUSD embeds Naviance Family into CCP with no ability for parents to OPT OUT. Naviance Family's Terms of Service Agreement require Districts to have families OPT IN. CUSD is in violation of the Terms of Service Agreement with Naviance Family.

If CUSD would eliminate CCP as a graduation requirement and embed Health into PE every student would have one full year of additional coursework - CUSD would not have chronic problems with impacted schedules forcing students to take zero period or summer school. Forcing EVERY student to take a full year of CCP/Health impacts every freshman schedule and is especially harmful to CUSD's best and brightest students who plan to apply to a four year selective University because it forces students who need to complete their A-G's or a Foreign Language to have to take zero period or summer school to complete the academic course requirements needed to graduate. CUSD Staff has never been able to articulate why this graduation requirement was implemented and why CUSD is so insistent on keeping CCP as a Graduation requirement when it is so harmful to students.

that they may retain continuity of their experience should they choose to reengage with Naviance. At the end of the data retention period, we securely delete and destroy personal information from Clients.

However, at any time upon termination of an agreement or otherwise at their discretion, Clients may submit a written request to have their personal information provided to Naviance deleted. We will comply with such written requests within (30) days.

Subject to prior agreement, Clients may choose to retain their data from users in lower grades for Naviance services for higher grades. The data will always remain under the direct control of the Client and subject to the terms of this Privacy Policy.

Note that in the event that a user chooses to submit data to a postsecondary institution, we are unable to delete or otherwise retract that information from the receiving institution. Notwithstanding the above, we do retain aggregated, de-identified data for the purposes described in the section titled, "How We Use and Disclose Information."

Opt-Out Policy:

We send emails to Clients with information about our products that we believe may be of interest. Clients may opt out of receiving email messages from Naviance by contacting us

at<u>privacypolicy@hobsons.com</u> or by clicking on the "unsubscribe" link found at the bottom of every email that we send.

If Clients have opted out of receiving communications from us, we may still send essential communications regarding Naviance to Clients' or students' accounts, such as password change messages.

We do not send email messages on behalf of third parties.

We do allow Clients to send messages to parents and students through Naviance. Parents and students should contact their school or district if they would like to discuss opting out of those messages.

In addition, if a student has opted in to receive emails from a postsecondary institution through features available in Naviance, students must opt out of such emails by contacting the institution directly or by clicking on the "unsubscribe" link at the bottom of the email.

Updates to This Policy:

As our product evolves, we may make changes to this Privacy Policy. The "last updated" note at the top of this page indicates when it was last revised. Material changes to the Privacy Policy will be provided to the business contacts for our Clients,

		l	
	and such changes will be effective when accepted		
	by Clients on behalf of their employees, students		
	and parents and when the Privacy Policy is posted		
	within Naviance. Non-material changes will become		
	effective when we post the revised Privacy Policy		
	within Naviance.		
	Contact:		
	If you have any questions regarding this Privacy		
	Policy, please contact us at:		
	Naviance, Inc.		
	50 E-Business Way, Suite 300		
	Cincinnati, OH 45241		
	Attn: Privacy Office		
	or		
	Email: privacypolicy@hobsons.com		
	Copyright © 2017, Hobsons Inc.		
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Naviance has been expanded. It is now being used from TK- 12th grade.

Does College and Career Ready really start in TK? CUSD is the only District that is using Naviance, not as a College Tool, but as a required class for graduation by embedding it into CCP and other Core Educational classes. Naviance does personality testing which under FERPA usually requires parents to "OPT IN". By embedding Naviance into classes that are required for graduation, there is no OPT IN and in fact students have no real way to OPT OUT. This curriculum choice is odd and is unique to CUSD and actually puts students behind in their A-G completion rates by requiring CCP/Health to Graduate. Most Districts inbed the three required units of Health into PE and do not make CCP a graduation requirement which frees up one full year of course work to complete and A-G class.

CUSD's relationship with Naviance is concerning and should be looked at closer.

24. 2017-2018 PROPOSED BUDGET ADOPTION:

The District is required by law to adopt a budget for the 2017-2018 fiscal year no later than June 30, 2017 for enactment on July 1, 2017. The final budget for 2017-2018 will be based upon revenue assumptions outlined within the Governor's May Revise, as well as District-specific assumptions for revenue and expenditures and will incorporate expenditures listed in the District's Local Control Accountability Plan (LCAP).

This item is a preliminary look at the general fund 2017-2018 budget and the 2016-2017 estimated actuals budget. The budget reflects information outlined in the Governor's Proposed Budget and recommendations given by the Orange County Department of Education along with the District LCAP. The final 2017-2018 budget will be presented for Board action at the June 28, 2017 meeting.

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

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 who will provide information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

BUDGET GUIDELINES 2017-2018

PURPOSE

Budget guidelines provide the overarching set of instructions staff will use in the creation of the fiscal year budget. Guidelines set consistent parameters and goals that drive the formation of the budget.

GENERAL

- 1. At a minimum, the primary consideration in developing the budget is the provision of an effective and contemporary educational program, which meets District and State standards and regulations at all grade levels.
- 2. Budgeted expenditures shall not exceed income plus any carry over from prior years.
- 3. Budget assumptions shall be developed, reviewed, and updated on an on-going basis.
- 4. A budget calendar shall be created and used as a planning guide for budget development.
- 5. The Strategic Plan along with the Board's goals, directions, and priorities will be a driving force in the development of the budget, to the extent allowed within the available funding.
- 6. When the Board of Trustees authorizes or approves a new goal, project, or program, it shall specify the allocation or reallocation of resources required to appropriately execute the new initiative.
- 7. When new projects, plans, or programs are presented to the Board for approval, the estimated fiscal impact of the project and available funding sources shall be included.
 - 7.1 Upon approval, the budget shall be adjusted as deemed appropriate based on the availability of funds and the Board's priorities.
- 8. The budget shall include a general fund reserve for economic uncertainty of no less than three and a half percent of the total general fund appropriations in object codes 1000 through 7999.
- 9. Staffing shall be maintained so as to appropriately carry out Board policies, support future growth, and honor collective bargaining agreements.
- 10. The Cafeteria fund, Child Care fund, and Associated Student Body funds shall be self-supporting and, where allowable, shall include allocations for direct, indirect, and support costs.

- 11. The District will utilize a Multiple Year Projection tool in order to facilitate the compilation of the current and future year budget projections as required under AB 1200.
- 12. The budget development process will include user-friendly information that provides disclosure of anticipated beginning balances, revenues, expenditures, and ending balances for all District funds. This information will be provided to highlight the intended uses of these funds during the budget year.
- 13. In the event closing or re-configuring schools is considered, associated savings and expenditures shall be identified and budgeted with adequate lead-time to allow for appropriate review, analysis, and community input as well as adequate transitions.

REVENUE

14. One-time sources of funding shall not be used to facilitate ongoing expenditures.

EXPENDITURE

- 15. Funds shall be made available in the budget to support current and anticipated collective bargaining commitments in accordance with AB 1285.
- 16. Within the context of negotiations and available resources, the District will endeavor to provide employees with competitive salary and benefits packages that reflect a level of incentive sufficient to continue to attract and retain qualified people.
- 17. Any/all debt service or leasing obligations shall be included in the budget.
- 18. All categorical programs shall be self-supporting and, where allowable, shall include allocations for indirect and support costs. Special Education, Transportation, and Maintenance and Operations are not recognized as self-supporting at this time; however, the goal of becoming self-supporting shall be maintained. Each of these programs shall be monitored to ensure minimal impact to the general fund.
- 19. Supply and equipment formulas in effect for the current year shall be reviewed, revised, adjusted, and/or frozen, as necessary.
- 20. Allowance shall be made for increases and/or decreases in the cost of services and supplies; e.g., gasoline, natural gas, electricity, insurance, water, postage, trash collection, telephone services, lease agreements, debt repayment, employee retirement contributions, or benefits mandated by law.
- 21. Furniture and equipment replacement will be funded to the extent that can be justified in relationship to available resources.

OTHER

- 22. As part of the Local Control Accountability Plan (LCAP), a plan to restore funding to the Deferred Maintenance program has been developed.
- 23. Expenditures listed in the LCAP will be included in the adopted budget.
- 24. All unspent funds at year end in Federal categorical programs are considered restricted balances and will be carried forward to the following year and re-budgeted.
- 25. As part of the adoption and review of the District's fiscal year budget and related financial activity, the District is required to prepare specific reporting documents. These documents, and their associated filing deadlines, are indicated below.

Adopted Budget (Prior to June 30)

Revised Budget (Within 45 days of the Governor signing the State Budget)

First Interim Report (Within 45 days of October 31 or by December 15)
Second Interim Report (Within 45 days of January 31 or by March 15)
Third Interim Report* (Within 31 days of April 30 or by June 1)

Independent Audit Report (Prior to December 15 after the close of the fiscal year)

*A Third Interim Report becomes necessary with the filing of a qualified or negative interim report.

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

BUDGET ASSUMPTIONS 2017-2018

PURPOSE

The purpose of the budget assumptions outlined below is to provide the framework the District uses for preparing the 2017-2018 budget. The overarching influence to the following assumptions is the budget for the State of California. Other assumptions will be based upon District input and prior year trends, as well as external sources or conditions when appropriate. The framework is based upon the most up-to-date information known to the District at the time of development of the budget assumptions. These budget assumptions may change based upon any negotiated settlements prior to the budget adoption.

OVERALL ASSUMPTIONS

1. Enrollment projections for 2017-2018 assume enrollment will decline as compared to 2016-2017. The projected enrollment for 2017-2018 is 47,475.

Funding received from the State is based on the District's Average Daily Attendance (ADA). ADA is calculated by dividing the total number of days of *student attendance* by the number of *days of school taught* during the same period. When a district's enrollment is declining, the state funds the district on their prior year P-2 ADA; therefore, funding for 2017-2018 will be based on P-2 ADA for 2016-2017, which is 47,173.20.

Currently, the funded Local Control Funding Formula (LCFF) is proposed to be \$8,293 per unit of ADA, which is an increase of \$207 per unit of ADA compared to fiscal year 2016-2017. This amount includes information as detailed in the Governor's May Revise.

- 2. Site supply budgets and staffing allocations will be determined using the following formulas:
 - 2.1 Site Supply Budget Formula ^{1,}

K - 5	\$21 / student
6 - 8	\$25 / student
9 - 12	\$33 / student

¹ Site supply budgets are exclusive of a copier allocation which is centrally funded.

2.2 Staffing Formula:

K = 30.5:1 1-5 = 31.5:1 6-8 = 32.5:1 (includes prep periods and electives) 9-12 = 34.5:1 (includes prep periods and electives)

Grades 1-3 will be staffed at 30:1 in order to comply with Education Code 41376.

REVENUE ASSUMPTIONS

- 3. State categorical program funding is expected to receive a 1.56% COLA.
- 4. State Special Education funding is expected to receive 1.56% COLA.
- 5. Lottery unrestricted revenue will be calculated at \$140 per unit of annual attendance. Unrestricted revenue is projected to be approximately \$6.8 million.
- 6. Lottery restricted revenue for instructional materials will be calculated at \$41 per unit of annual attendance. Restricted revenue is projected to be approximately \$2.0 million.

EXPENDITURE ASSUMPTIONS

- 7. The budget reflects a full school and work year.
 - 7.1 Step and column increases will be reflected for those certificated, classified, and administrative employees who qualify for movement based upon their longevity with the District, earned education credits, and negotiated agreements.
 - 7.1.1 Salary costs estimated for employee groups will increase by the following percentages due to employee movement across the salary schedule:

CUEA	1.5%
CSEA	2.0%
CUMA	1.5%
Teamsters	2.0%

7.1.2 PERS costs are estimated to increase per the CalPERS Employer Circular Letter No. 200-012-14, which gave estimates of the future contribution rate increases for school employers as follows:

2016-2017	2017-2018	2018-2019	2019-2020
13.888%	15.53%	18.1%	20.8%

STRS costs are projected to increase to 14.43% in 2017-2018, 16.28% in 2018-2019 and 18.13% in 2019-2020 from the 2016-2017 rate of 12.58%.

7.2 Vacancies created due to retirements or those employees indicating their intent not to return will be budgeted as follows:

Certificated: Column C, Step 11

Classified: Step 3, Range per Classification Administrative: Step 3, Range per Classification

7.3 2017-2018 salary agreements have not been reached with all represented groups.

- 8. Actual costs for special education are dependent on the type of services the District is required to provide to each individual student. For the purposes of budgeting expenditures, the District is projecting increases of between 2% and 5% for the costs of non-salary expenditures for operating the program during 2017-2018.
- 9. For categorically funded programs, the positions allocated will reflect the funding available.
- 10. Benefits
 - 10.1 The District will utilize the following employer rates for statutory benefits for the 2017-2018 budget year, based upon currently available information from various State agencies.

STRS	14.43 %
PERS	15.53 %
OASDI	6.200 %
Medicare	1.450 %
Workers Comp	1.450 %
Unemployment	0.050 %

10.2 The District will utilize the following rates to contribute toward the Other Post- Employment Benefits (OPEBs). The District is utilizing the pay-asyou-go method of contributing toward its OPEB liability.

OPEB – Active	0.80%
OPEB – All	0.27%

- 11. Health and welfare insurance costs for the District for the 2017-2018 fiscal year are budgeted to remain essentially flat.
 - Health and welfare expenditures for 2017-2018 are projected to be approximately \$40.7 million.
- 12. Liability insurance premiums for the 2017-2018 fiscal year will be budgeted to increase by 2 percent.
 - 13.1 Property and Liability insurance costs for 2016-2017 are projected to be approximately \$2.9 million.
- 13. Utility costs are projected to remain relatively flat in the 2017-2018 fiscal year.
- 14. Transfers and Capital Outlay
 - 14.1 The District will contribute \$3.5 million to the Deferred Maintenance Fund from LCFF funds during the 2017-2018 fiscal year.

15. Indirect / Direct Costs

- 15.1 Inter-program direct and indirect costs will be calculated at the maximum allowable rate per program. The rate is 4.2 percent for 2017-2018.
- 15.2 The Cafeteria Fund will be charged a 4.2 percent indirect cost for the 2017-2018 fiscal year. Education Code §38101(c) and §52616.4(a)(3) specify the indirect cost charge for Cafeteria Funds is the lesser of the approved school district rate, or the statewide average rate. In addition to indirect charges, the District charges applicable direct costs including telephone, electricity, natural gas, waste disposal, and laundry services.
- 15.3 The Child Development Fund will be charged based on direct staff time used to support the childcare program, utility costs, insurance, maintenance, and warehouse services.
- 16. Debt Service and Major Lease Payments
 - 16.1 The District is projected to incur approximately \$800,000 in debt service payments from the general fund in 2017-2018. The amount consists primarily of lease payment obligations.
 - 16.2 The District currently does not plan to enter into significant additional lease obligations during the 2017-2018 fiscal year.
- 17. At a minimum, the Reserve for "Economic Uncertainty" will be maintained at a level of 3.5 percent.
- 18. New textbooks, consumables, and the costs of rebinding will be budgeted at \$6.0 million, and will be funded from the following:
 - 18.1 Restricted Lottery funding
 - 18.2 LCFF funds
 - 18.3 One time mandate funds
- 19. Summer school, which includes credit recovery and legally mandated activities, during 2017, is currently budgeted at \$50,000.

ADDITIONAL ASSUMPTIONS

- 20. Interest earnings on funds in custody will be budgeted at 0.35 percent.
- 21. Charter Schools
 - 21.1 The District currently has executed contracts with five charter schools with a sixth school approved to operate in the district by OCDE. The charter schools receive a combination of property tax revenue and State aid, including a categorical block grant. The District provides general financial review for the five charters approved by the district and their respective budgets.

Budget Assumptions June 7, 2017 Page 5

21.2 The District receives fees from the five charter school groups approved by the district for administrative oversight, which are projected to be approximately \$415,000.

			2016	-17 Estimated Actual	s		2017-18 Budget		
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	381,234,180.00	0.00	381,234,180.00	384,920,586.00	0.00	384,920,586.00	1.0%
2) Federal Revenue		8100-8299	414,322.00	17,951,721.00	18,366,043.00	28,450.00	16,871,206.00	16,899,656.00	-8.0%
3) Other State Revenue		8300-8599	18,900,942.00	55,393,634.00	74,294,576.00	8,545,460.00	52,189,719.00	60,735,179.00	-18.3%
4) Other Local Revenue		8600-8799	7,142,264.00	271,256.00	7,413,520.00	4,209,829.05	650,000.00	4,859,829.05	-34.4%
5) TOTAL, REVENUES			407,691,708.00	73,616,611.00	481,308,319.00	397,704,325.05	69,710,925.00	467,415,250.05	-2.9%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	178,216,129.04	37,740,646.00	215,956,775.04	178,571,375.00	35,927,420.00	214,498,795.00	-0.7%
2) Classified Salaries		2000-2999	41,447,628.94	25,339,270.00	66,786,898.94	41,367,914.00	25,806,198.00	67,174,112.00	0.6%
3) Employee Benefits		3000-3999	70,883,572.92	39,845,096.00	110,728,668.92	73,091,104.00	41,798,298.00	114,889,402.00	3.8%
4) Books and Supplies		4000-4999	12,415,488.62	5,532,130.00	17,947,618.62	8,693,223.00	10,149,873.00	18,843,096.00	5.0%
5) Services and Other Operating Expenditures		5000-5999	26,873,816.00	15,779,146.00	42,652,962.00	28,061,533.00	15,683,668.00	43,745,201.00	2.6%
6) Capital Outlay		6000-6999	142,704.00	2,738,686.00	2,881,390.00	3,239,479.00	3,030,016.00	6,269,495.00	117.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	6,359,058.00	7,272,674.00	13,631,732.00	6,567,319.00	7,631,219.00	14,198,538.00	4.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(3,510,914.00)	2,975,512.00	(535,402.00)	(3,850,251.00)	3,311,427.74	(538,823.26)	0.6%
9) TOTAL, EXPENDITURES			332,827,483.52	137,223,160.00	470,050,643.52	335,741,696.00	143,338,119.74	479,079,815.74	1.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			74,864,224.48	(63,606,549.00)	11,257,675.48	61,962,629.05	(73,627,194.74)	(11,664,565.69)	-203.6%
D. OTHER FINANCING SOURCES/USES									
Interfund Transfers a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(61,244,261.00)	61,244,261.00	0.00	(65,716,747.00)	65,716,747.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USE	S		(61,244,261.00)	61,244,261.00	0.00	(65,716,747.00)	65,716,747.00	0.00	0.0%

			2016	6-17 Estimated Actua	ıls		2017-18 Budget		
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			13,619,963.48	(2,362,288.00)	11,257,675.48	(3,754,117.95)	(7,910,447.74)	(11,664,565.69)	-203.6%
F. FUND BALANCE, RESERVES									
Beginning Fund Balance As of July 1 - Unaudited		9791	46,942,362.00	12,939,856.00	59,882,218.00	60,562,325.48	10,577,568.00	71,139,893.48	18.8%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			46,942,362.00	12,939,856.00	59,882,218.00	60,562,325.48	10,577,568.00	71,139,893.48	18.8%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			46,942,362.00	12,939,856.00	59,882,218.00	60,562,325.48	10,577,568.00	71,139,893.48	18.8%
2) Ending Balance, June 30 (E + F1e)			60,562,325.48	10,577,568.00	71,139,893.48	56,808,207.53	2,667,120.26	59,475,327.79	-16.4%
Components of Ending Fund Balance a) Nonspendable Revolving Cash		9711	175.000.00	0.00	175.000.00	175.000.00	0.00	175.000.00	0.0%
· ·			.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		.,	.,		.,	
Stores		9712	150,000.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	10,577,568.00	10,577,568.00	0.00	2,667,120.26	2,667,120.26	-74.8%
c) Committed Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments Recovery List One-time Carryover Chromebook Refresh Ed Division Carryover	0000 0000 0000	9780 9780 9780 9780	22,072,037.00	0.00 _		10,176,000.00 4,376,000.00 3,000,000.00 800,000.00		10,176,000.00 4,376,000.00 3,000,000.00 800,000.00	-53.9%
Site Gift Carryover	0000	9780				2,000,000.00		2,000,000.00	
Chromebook Refresh	0000	9780	8,700,000.00	-	8,700,000.00				
Teacher Development	0000	9780	158,384.00 1,500,000.00	-	158,384.00				
Site Supply Carryover Ed Division Carryover	0000 0000	9780 9780	800.000.00	_	1,500,000.00 800.000.00				
Site Gift Carryover	0000	9780	2,000,000.00		2,000,000.00				
Recovery List One-time Carryover	0000	9780	8,913,653.00	_	8,913,653.00				
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	15,500,000.00	0.00	15,500,000.00	16,800,000.00	0.00	16,800,000.00	8.4%
Unassigned/Unappropriated Amount		9790	22,665,288.48	0.00	22,665,288.48	29,507,207.53	0.00	29,507,207.53	30.2%

			2016	-17 Estimated Actual	ls		2017-18 Budget		
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
G. ASSETS									
1) Cash a) in County Treasury		9110	0.00	0.00	0.00				
1) Fair Value Adjustment to Cash in Count	y Treasury	9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Fund		9130	0.00	0.00	0.00				
d) with Fiscal Agent		9135	0.00	0.00	0.00				
e) collections awaiting deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	0.00	0.00				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			0.00	0.00	0.00				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	0.00	0.00	0.00				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			0.00	0.00	0.00				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00	0.00	0.00				

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			2016	-17 Estimated Actua	ıls		2017-18 Budget		
Description I	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
LCFF SOURCES			(-7	(=)	(-7	(-)	(=/	(-)	
Principal Apportionment									
State Aid - Current Year		8011	90,288,656.00	0.00	90,288,656.00	100,737,847.00	0.00	100,737,847.00	11.6%
Education Protection Account State Aid - Current Y	'ear	8012	9,530,928.00	0.00	9,530,928.00	9,367,838.00	0.00	9,367,838.00	-1.7%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions Homeowners' Exemptions		8021	1,827,484.00	0.00	1,827,484.00	1,827,484.00	0.00	1,827,484.00	0.0%
Timber Yield Tax		8022	37.00	0.00	37.00	37.00	0.00	37.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes Secured Roll Taxes		8041	287,613,265.00	0.00	287,613,265.00	287,613,265.00	0.00	287,613,265.00	0.0%
Unsecured Roll Taxes		8042	9,142,362.00	0.00	9,142,362.00	9,142,362.00	0.00	9,142,362.00	0.0%
Prior Years' Taxes		8043	3,210,524.00	0.00	3,210,524.00	3,210,524.00	0.00	3,210,524.00	0.0%
Supplemental Taxes		8044	5,670,704.00	0.00	5,670,704.00	5,670,704.00	0.00	5,670,704.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	6,283,533.00	0.00	6,283,533.00	6,283,533.00	0.00	6,283,533.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,500,259.00	0.00	1,500,259.00	1,500,259.00	0.00	1,500,259.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF		0002	0.00	0.00	0.00	0.00	0.00	0.00	0.07
(50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			415,067,752.00	0.00	415,067,752.00	425,353,853.00	0.00	425,353,853.00	2.5%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	(3,000,000.00)		(3,000,000.00)	(3,500,000.00)		(3,500,000.00)	16.7%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Ta	axes	8096	(30,833,572.00)	0.00	(30,833,572.00)	(36,933,267.00)	0.00	(36,933,267.00)	19.8%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			381,234,180.00	0.00	381,234,180.00	384,920,586.00	0.00	384,920,586.00	1.09
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Special Education Entitlement		8181	0.00	8,124,016.00	8,124,016.00	0.00	7,977,651.00	7,977,651.00	-1.89
Special Education Discretionary Grants		8182	0.00	1,650,202.00	1,650,202.00	0.00	1,645,106.00	1,645,106.00	-0.3%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Forest Reserve Funds		8260	2,000.00	0.00	2,000.00	2,500.00	0.00	2,500.00	25.09
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.09
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		5,323,861.00	5,323,861.00		4,406,428.00	4,406,428.00	-17.29
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Educator Quality	4035	8290		841,673.00	841,673.00		860,000.00	860,000.00	2.2%

			2016	i-17 Estimated Actual	ls		2017-18 Budget		
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
Title III, Part A, English Learner Program	4203	8290		306,884.00	306,884.00		640,000.00	640,000.00	108.5%
Title V, Part B, Public Charter Schools Grant Program (PCSGP) (NCLB)	4610 3012-3020, 3030-	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3199, 4036-4126, 5510	8290		0.00	0.00		0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290		269,819.00	269,819.00		269,819.00	269,819.00	0.0%
All Other Federal Revenue	All Other	8290	412,322.00	1,283,230.00	1,695,552.00	25,950.00	1,001,322.00	1,027,272.00	-39.4%
TOTAL, FEDERAL REVENUE			414,322.00	17,951,721.00	18,366,043.00	28,450.00	16,871,206.00	16,899,656.00	-8.0%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311		24,359,037.00	24,359,037.00		24,156,828.00	24,156,828.00	-0.8%
Prior Years	6500	8319		353,574.00	353,574.00		0.00	0.00	-100.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	211,180.00	211,180.00	0.00	211,180.00	211,180.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	11,904,597.00	0.00	11,904,597.00	1,750,713.00	0.00	1,750,713.00	-85.3%
Lottery - Unrestricted and Instructional Materials	S	8560	6,905,545.00	2,022,338.00	8,927,883.00	6,794,747.00	1,989,893.00	8,784,640.00	-1.6%
Tax Relief Subventions Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		562,500.00	562,500.00		562,500.00	562,500.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		6,186,626.00	6,186,626.00		0.00	0.00	-100.0%
Career Technical Education Incentive Grant Program	6387	8590		246,455.00	246,455.00		2,805,083.00	2,805,083.00	1038.2%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
Common Core State Standards Implementation	7405	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	90,800.00	21,451,924.00	21,542,724.00	0.00	22,464,235.00	22,464,235.00	4.3%
TOTAL, OTHER STATE REVENUE			18,900,942.00	55,393,634.00	74,294,576.00	8,545,460.00	52,189,719.00	60,735,179.00	-18.3%

		Ĺ	2016	-17 Estimated Actua	ls		2017-18 Budget		
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
OTHER LOCAL REVENUE	Resource Codes	Codes	(A)	(B)	(6)	(6)	(E)	(F)	Car
Other Local Revenue County and District Taxes									
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinguent Non-LCFF									
Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	15,000.00	0.00	15,000.00	10,000.00	0.00	10,000.00	-33.3%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	2,161,680.00	0.00	2,161,680.00	2,075,143.05	0.00	2,075,143.05	-4.0%
Interest		8660	550,000.00	0.00	550,000.00	590,000.00	0.00	590,000.00	7.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	485,000.00	0.00	485,000.00	485,000.00	0.00	485,000.00	0.0%
Interagency Services		8677	0.00	121,256.00	121,256.00	0.00	100,000.00	100,000.00	-17.5%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue Plus: Misc Funds Non-LCFF									
(50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	3,910,584.00	150,000.00	4,060,584.00	1,049,686.00	550,000.00	1,599,686.00	-60.6%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	20,000.00	0.00	20,000.00	0.00	0.00	0.00	-100.0%
Transfers of Apportionments Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others	Aii Otilei	8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE		0199	7,142,264.00	271,256.00	7,413,520.00	4,209,829.05	650,000.00	4,859,829.05	-34.4%
TOTAL DEVENUES			407 004 700 00	70.040.044.00	404 000 040 00	207 704 205 25	00 740 005 00	407 445 050 05	0.007
TOTAL, REVENUES			407,691,708.00	73,616,611.00	481,308,319.00	397,704,325.05	69,710,925.00	467,415,250.05	-2.9%

		2016	-17 Estimated Actua	ls		2017-18 Budget		
Description Resour	Object	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
CERTIFICATED SALARIES	ce coues coues	(A)	(6)	(0)	(6)	(E)	(F)	- Car
CERTIFICATED SALARIES								
Certificated Teachers' Salaries	1100	154,310,561.00	27,177,244.00	181,487,805.00	154,015,290.00	25,912,836.00	179,928,126.00	-0.9%
Certificated Pupil Support Salaries	1200	6,132,868.00	6,124,343.00	12,257,211.00	6,256,724.00	5,615,804.00	11,872,528.00	-3.1%
Certificated Supervisors' and Administrators' Salaries	1300	15,245,700.00	2,599,751.00	17,845,451.00	15,685,405.00	2,504,385.00	18,189,790.00	1.9%
Other Certificated Salaries	1900	2,527,000.04	1,839,308.00	4,366,308.04	2,613,956.00	1,894,395.00	4,508,351.00	3.3%
TOTAL, CERTIFICATED SALARIES		178,216,129.04	37,740,646.00	215,956,775.04	178,571,375.00	35,927,420.00	214,498,795.00	-0.7%
CLASSIFIED SALARIES								
Classified Instructional Salaries	2100	922,493.00	14,007,386.00	14,929,879.00	597,304.00	14,445,176.00	15,042,480.00	0.8%
Classified Support Salaries	2200	19,591,991.00	8,264,865.00	27,856,856.00	19,369,098.00	8,277,592.00	27,646,690.00	-0.8%
Classified Supervisors' and Administrators' Salaries	2300	2,824,511.00	1,181,899.00	4,006,410.00	3,022,453.00	1,221,076.00	4,243,529.00	5.9%
Clerical, Technical and Office Salaries	2400	14,409,471.94	1,037,600.00	15,447,071.94	14,887,397.00	1,075,803.00	15,963,200.00	3.3%
Other Classified Salaries	2900	3,699,162.00	847,520.00	4,546,682.00	3,491,662.00	786,551.00	4,278,213.00	-5.9%
TOTAL, CLASSIFIED SALARIES		41,447,628.94	25,339,270.00	66,786,898.94	41,367,914.00	25,806,198.00	67,174,112.00	0.6%
EMPLOYEE BENEFITS								
STRS	3101-3102	22,509,054.55	22,317,650.00	44,826,704.55	25,718,701.00	24,157,885.00	49,876,586.00	11.3%
PERS	3201-3202	5,015,903.03	3,070,885.00	8,086,788.03	5,783,582.00	3,526,094.00	9,309,676.00	15.1%
OASDI/Medicare/Alternative	3301-3302	5,435,427.86	2,218,776.00	7,654,203.86	5,489,249.00	2,212,098.00	7,701,347.00	0.6%
Health and Welfare Benefits	3401-3402	29,702,653.55	10,544,106.00	40,246,759.55	30,438,940.00	10,273,863.00	40,712,803.00	1.2%
Unemployment Insurance	3501-3502	109,286.52	31,519.00	140,805.52	108,817.00	30,845.00	139,662.00	-0.8%
Workers' Compensation	3601-3602	3,279,784.56	945,585.00	4,225,369.56	3,155,314.00	895,567.00	4,050,881.00	-4.1%
OPEB, Allocated	3701-3702	588,405.40	168,417.00	756,822.40	584,909.00	164,350.00	749,259.00	-1.0%
OPEB, Active Employees	3751-3752	1,688,297.10	490,879.00	2,179,176.10	1,686,255.00	479,937.00	2,166,192.00	-0.6%
Other Employee Benefits	3901-3902	2,554,760.35	57,279.00	2,612,039.35	125,337.00	57,659.00	182,996.00	-93.0%
TOTAL, EMPLOYEE BENEFITS		70,883,572.92	39,845,096.00	110,728,668.92	73,091,104.00	41,798,298.00	114,889,402.00	3.8%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials	4100	4,244,084.00	651,444.00	4,895,528.00	0.00	4,625,893.00	4,625,893.00	-5.5%
Books and Other Reference Materials	4200	22,651.00	15,500.00	38,151.00	2,500.00	5,500.00	8,000.00	-79.0%
Materials and Supplies	4300	6,120,879.62	4,122,201.00	10,243,080.62	6,827,802.00	4,876,346.00	11,704,148.00	14.3%
Noncapitalized Equipment	4400	2,027,874.00	742,985.00	2,770,859.00	1,862,921.00	642,134.00	2,505,055.00	-9.6%
Food	4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES	•	12,415,488.62	5,532,130.00	17,947,618.62	8,693,223.00	10,149,873.00	18,843,096.00	5.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services	5100	277,000.00	4,874,755.00	5,151,755.00	160,000.00	3,649,456.00	3,809,456.00	-26.1%
Travel and Conferences	5200	449,391.00	499,626.00	949,017.00	369,024.00	377,395.00	746,419.00	-21.3%
Dues and Memberships	5300	44,983.00	3,000.00	47,983.00	44,333.00	3,500.00	47,833.00	-0.3%
Insurance	5400 - 5450	2,818,000.00	0.00	2,818,000.00	2,885,000.00	0.00	2,885,000.00	2.4%
Operations and Housekeeping Services	5500	12,200,000.00	0.00	12,200,000.00	12,700,000.00	0.00	12,700,000.00	4.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements	5600	2,631,499.00	3,342,750.00	5,974,249.00	3,627,852.00	3,365,300.00	6,993,152.00	17.1%
Transfers of Direct Costs	5710	(337,055.00)	337,055.00	0.00	(297,314.00)	297,314.00	0.00	0.0%
Transfers of Direct Costs - Interfund	5750	(132,880.00)	0.00	(132,880.00)	(127,379.00)	0.00	(127,379.00)	-4.1%
Professional/Consulting Services and								
Operating Expenditures	5800	7,994,182.00	6,718,960.00	14,713,142.00	7,830,667.00	7,987,803.00	15,818,470.00	7.5%
Communications	5900	928,696.00	3,000.00	931,696.00	869,350.00	2,900.00	872,250.00	-6.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES		26,873,816.00	15,779,146.00	42,652,962.00	28,061,533.00	15,683,668.00	43,745,201.00	2.6%

		ı	2016	-17 Estimated Actua	ls		2017-18 Budget		
		Object	Unrestricted	Restricted	Total Fund col. A + B	Unrestricted	Restricted	Total Fund col. D + E	% Diff Column
Description	Resource Codes	Codes	(A)	(B)	(C)	(D)	(E)	(F)	C & F
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	57,000.00	0.00	57,000.00	0.00	0.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	62,562.00	2,447,296.00	2,509,858.00	0.00	1,910,016.00	1,910,016.00	-23.9%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	23,142.00	291,390.00	314,532.00	3,239,479.00	1,120,000.00	4,359,479.00	1286.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			142,704.00	2,738,686.00	2,881,390.00	3,239,479.00	3,030,016.00	6,269,495.00	117.6%
OTHER OUTGO (excluding Transfers of Inc	direct Costs)								
	,								
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	22,000.00	22,000.00	New
Tuition, Excess Costs, and/or Deficit Payme	ents								
Payments to Districts or Charter Schools		7141	0.00	395,000.00	395,000.00	0.00	395,000.00	395,000.00	0.0%
Payments to County Offices		7142	4,057,356.00	5,692,000.00	9,749,356.00	4,188,806.00	5,690,000.00	9,878,806.00	1.3%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Appr To Districts or Charter Schools	ortionments 6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		239,219.00	239,219.00		239,219.00	239,219.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	1,590,000.00	946,455.00	2,536,455.00	1,590,000.00	1,285,000.00	2,875,000.00	13.3%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service Debt Service - Interest		7438	22,508.00	0.00	22,508.00	22,946.00	0.00	22,946.00	1.9%
Other Debt Service - Principal		7439	689,194.00	0.00	689,194.00	765,567.00	0.00	765,567.00	11.1%
TOTAL, OTHER OUTGO (excluding Transfel	ers of Indirect Costs)		6,359,058.00	7,272,674.00	13,631,732.00	6,567,319.00	7,631,219.00	14,198,538.00	4.2%
OTHER OUTGO - TRANSFERS OF INDIREC									
Transfers of Indirect Costs		7310	(2,975,512.00)	2,975,512.00	0.00	(3,311,428.00)	3,311,427.74	(0.26)	New
Transfers of Indirect Costs - Interfund		7350	(535,402.00)	0.00	(535,402.00)	(538,823.00)	0.00	(538,823.00)	0.6%
TOTAL, OTHER OUTGO - TRANSFERS OF	INDIRECT COSTS		(3,510,914.00)	2,975,512.00	(535,402.00)	(3,850,251.00)	3,311,427.74	(538,823.26)	0.6%
TOTAL, EXPENDITURES			332,827,483.52	137,223,160.00	470,050,643.52	335,741,696.00	143,338,119.74	479,079,815.74	1.9%

			2016	-17 Estimated Actua	ıls		2017-18 Budget		
Post (Mark)	D	Object	Unrestricted	Restricted	Total Fund col. A + B	Unrestricted	Restricted	Total Fund col. D + E	% Diff Column
Description TRANSFERS	Resource Codes	Codes	(A)	(B)	(C)	(D)	(E)	(F)	C & F
INTERFUND TRANSFERS IN									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00 _	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and									
Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/									
County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Sale/Lease-									
Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		0000	0.00	0.00	0.00	0.00	0.00	0.00	0.070
Proceeds from Certificates									
of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(61,244,261.00)	61,244,261.00	0.00	(65,716,747.00)	65,716,747.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(61,244,261.00)	61,244,261.00	0.00	(65,716,747.00)	65,716,747.00	0.00	0.0%
TOTAL OTHER FINANCING COURSES									
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(61,244,261.00)	61,244,261.00	0.00	(65,716,747.00)	65,716,747.00	0.00	0.0%
•									

			2016	-17 Estimated Actua	ls		2017-18 Budget		
Description	Function Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	381,234,180.00	0.00	381,234,180.00	384,920,586.00	0.00	384,920,586.00	1.0%
2) Federal Revenue		8100-8299	414,322.00	17,951,721.00	18,366,043.00	28,450.00	16,871,206.00	16,899,656.00	-8.0%
3) Other State Revenue		8300-8599	18,900,942.00	55,393,634.00	74,294,576.00	8,545,460.00	52,189,719.00	60,735,179.00	-18.3%
4) Other Local Revenue		8600-8799	7,142,264.00	271,256.00	7,413,520.00	4,209,829.05	650,000.00	4,859,829.05	-34.4%
5) TOTAL, REVENUES			407,691,708.00	73,616,611.00	481,308,319.00	397,704,325.05	69,710,925.00	467,415,250.05	-2.9%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		213,944,816.10	84,781,000.00	298,725,816.10	214,985,873.00	91,127,802.00	306,113,675.00	2.5%
2) Instruction - Related Services	2000-2999		37,518,209.90	9,937,999.00	47,456,208.90	39,255,056.00	10,319,696.00	49,574,752.00	4.5%
3) Pupil Services	3000-3999		26,526,433.52	14,773,620.00	41,300,053.52	26,652,559.00	13,432,354.00	40,084,913.00	-2.9%
4) Ancillary Services	4000-4999		3,523,970.00	3,247.00	3,527,217.00	3,335,966.00	0.00	3,335,966.00	-5.4%
5) Community Services	5000-5999		3,214.00	0.00	3,214.00	0.00	0.00	0.00	-100.0%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		18,769,475.00	3,221,512.00	21,990,987.00	17,402,476.00	3,557,427.74	20,959,903.74	-4.7%
8) Plant Services	8000-8999		26,182,307.00	17,233,108.00	43,415,415.00	27,542,447.00	17,269,621.00	44,812,068.00	3.2%
9) Other Outgo	9000-9999	Except 7600-7699	6,359,058.00	7,272,674.00	13,631,732.00	6,567,319.00	7,631,219.00	14,198,538.00	4.2%
10) TOTAL, EXPENDITURES			332,827,483.52	137,223,160.00	470,050,643.52	335,741,696.00	143,338,119.74	479,079,815.74	1.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B D. OTHER FINANCING SOURCES/USES	10)		74,864,224.48	(63,606,549.00)	11,257,675.48	61,962,629.05	(73,627,194.74)	(11,664,565.69)	-203.6%
Interfund Transfers a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources/Uses a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(61,244,261.00)	61,244,261.00	0.00	(65,716,747.00)	65,716,747.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/U	JSES	Ī	(61,244,261.00)	61,244,261.00	0.00	(65,716,747.00)	65,716,747.00	0.00	0.0%

			2016	3-17 Estimated Act	uals		2017-18 Budget		
Description	Function Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			13,619,963.48	(2,362,288.00)	11,257,675.48	(3,754,117.95)	(7,910,447.74)	(11,664,565.69)	-203.6%
F. FUND BALANCE, RESERVES									
Beginning Fund Balance a) As of July 1 - Unaudited		9791	46,942,362.00	12,939,856.00	59,882,218.00	60,562,325.48	10,577,568.00	71,139,893.48	18.8%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			46,942,362.00	12,939,856.00	59,882,218.00	60,562,325.48	10,577,568.00	71,139,893.48	18.8%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			46,942,362.00	12,939,856.00	59,882,218.00	60,562,325.48	10,577,568.00	71,139,893.48	18.8%
2) Ending Balance, June 30 (E + F1e)			60,562,325.48	10,577,568.00	71,139,893.48	56,808,207.53	2,667,120.26	59,475,327.79	-16.4%
Components of Ending Fund Balance a) Nonspendable									
Revolving Cash		9711	175,000.00	0.00	175,000.00	175,000.00	0.00	175,000.00	0.0%
Stores		9712	150,000.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	10,577,568.00	10,577,568.00	0.00	2,667,120.26	2,667,120.26	-74.8%
c) Committed Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object) Recovery List One-time Carryover	0000	9780 9780	22,072,037.00	0.00	22,072,037.00	10,176,000.00 4,376,000.00	0.00	10,176,000.00 4,376,000.00	-53.9%
Chromebook Refresh	0000	9780				3,000,000.00		3,000,000.00	
Ed Division Carryover	0000	9780				800,000.00		800,000.00	
Site Gift Carryover	0000	9780				2,000,000.00		2,000,000.00	
Chromebook Refresh	0000	9780	8,700,000.00		8,700,000.00				
Teacher Development	0000	9780	158,384.00		158,384.00				
Site Supply Carryover	0000	9780	1,500,000.00		1,500,000.00				
Ed Division Carryover	0000	9780	800,000.00		800,000.00				
Site Gift Carryover	0000	9780	2,000,000.00		2,000,000.00				
Recovery List One-time Carryover	0000	9780	8,913,653.00		8,913,653.00				
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	15,500,000.00	0.00	15,500,000.00	16,800,000.00	0.00	16,800,000.00	8.4%
Unassigned/Unappropriated Amount		9790	22,665,288.48	0.00	22,665,288.48	29,507,207.53	0.00	29,507,207.53	30.2%

July 1 Budget General Fund Exhibit: Restricted Balance Detail

30 66464 0000000 Form 01

		2016-17	2017-18
Resource	Description	Estimated Actuals	Budget
4510	Indian Education	0.00	0.26
5640	Medi-Cal Billing Option	850,000.00	273,289.00
6230	California Clean Energy Jobs Act	3,200,000.00	500,000.00
6264	Educator Effectiveness (15-16)	1,200,000.00	0.00
6300	Lottery: Instructional Materials	3,000,000.00	0.00
6387	Career Technical Education Incentive Grant Program	100,000.00	0.00
6512	Special Ed: Mental Health Services	216,722.00	0.00
7338	College Readiness Block Grant	329,000.00	211,985.00
9010	Other Restricted Local	1,681,846.00	1,681,846.00
Total, Restric	cted Balance	10,577,568.00	2,667,120.26

Reasons for Assigned and Unassigned Ending Fund Balances Above the State Recommended Minimum Level

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

District: Capistrano Unified School District

Combin	Combined Assigned and Unassigned Fund Balances Fund Fund Description	2017-18	
17	General Fund/County School Service Fund Special Reserve Fund for Other Than Capital Outlay Projects	\$56,808,207.53	\$56,808,207.53 Fund 01, Objects 9780/9789/9790 \$0.00 Fund 17 Objects 9780/9789/9790
	Total Assigned and Unassigned Fund Balance District Standard Reserve Level Less: Reserve for Economic Uncertainties	\$56,808,20 \$9,598,0	\$56,808,207.53 2.0% Form 01CS Line 10B-4 \$9,598,040.32 Form 01CS Line 10B-7
	Fund Balance that Requires a Statement of Reasons \$47,210,167.21	\$47,210,167.21	

Reason	Reasons for Assigned and Unassigned Ending Fund Balances Above the State Recommended Minimum Level	kecommended Minimum Level
Form	Fund	2017-18 Reasons
07	General Fund/County School Service Fund	\$ 29,507,207.53 To cover increasing expenses for pension liabilities, deferred maintenance and LCAP expenses
		\$7,201,959.68 Reserve for Economic Uncertainties above State minimum (3.5%)
		\$ 4,376,000.00 One time mandate funds assigned on Road to Recovery
		800,000.00 Ed Division carryover for projects
		\$ 3,000,000.00 Chromebook refresh reserve
		\$ 2,000,000.00 Site carryover (gift funds)
		\$ 325,000.00 Nonspendable stores and revolving cash
17	Special Reserve Fund for Other Than Capital Outlay Projects	
	Total of Substantiated Needs \$ 47,210,167.21	47,210,167.21

SSC School District and Charter School Financial Projection Dartboard 2017-18 May Revision

This version of SSC's Financial Projection Dartboard is based on the 2017-18 May Revision. We have updated the Local Control Funding Formula (LCFF) factors. We have also updated the cost-of-living adjustment (COLA), Consumer Price Index (CPI), and ten-year T-bill planning factors per the latest economic forecasts. We rely on various state agencies and outside sources in developing these factors, but we assume responsibility for them with the understanding that they are general guidelines.

LCFF ENTITLEMENT FACTORS				
Entitlement Factors per ADA	K-3	4-6	7-8	9-12
2016-17 Base Grants	\$7,083	\$7,189	\$7,403	\$8,578
COLA at 1.56%	\$110	\$112	\$115	\$134
2017-18 Base Grants	\$7,193	\$7,301	\$7,518	\$8,712

Entitlement Factors per ADA	K-3	4-6	7-8	9-12
2017-18 Base Grants	\$7,193	\$7,301	\$7,518	\$8,712
Grade Span Adjustment Factors	10.4%	-	-	2.6%
Grade Span Adjustment Amounts	\$748	-	-	\$227
2017-18 Adjusted Base Grants	\$7,941	\$7,301	\$7,518	\$8,939
Supplemental Grants (% Adj. Base)	20%	20%	20%	20%
Concentration Grants	50%	50%	50%	50%
Concentration Grant Threshold	55%	55%	55%	55%

LCFF DARTBOARD FACTORS					
Factor	2016-17	2017-18	2018-19	2019-20	2020-21
LCFF Planning Factors	SSC Simulator	SSC Simulator	SSC Simulator ²	SSC Simulator ²	SSC Simulator ²
SSC Gap Funding Percentage	55.03%	43.97%	39.03%	41.51%	44.07%
Department of Finance Gap Funding Percentage	55.03%	43.97%	71.53%	73.51%	100.00%
Gap Funding Percentage ¹ (May Revise)	54.84%	43.97%	_	_	_

(Way Kevise)						
PLANNING FACTORS						
	Factor	2016-17	2017-18	2018-19	2019-20	2020-21
Statutory COLA		0.00%	1.56%	2.15%	2.35%	2.57%
Education, Child Nu	local share only of Special atrition, Foster Youth, Preschool, lucation Centers/American Indian ucation	0.00%	1.56%	2.15%	2.35%	2.57%
California CPI		2.50%	3.11%	3.19%	2.86%	2.97%
Interest Rate for Ten-Year Treasuries		2.20%	2.67%	2.90%	3.05%	3.00%
California Lottery	Unrestricted per ADA	\$144	\$144	\$144	\$144	\$144
Camorina Lottery	Restricted per ADA	\$45	\$45	\$45	\$45	\$45
Mandate Block	Grades K-8 per ADA	\$28.42	\$28.42	\$28.42	\$28.42	\$28.42
Grant (District)	Grades 9-12 per ADA	\$56	\$56	\$56	\$56	\$56
Mandate Block	Grades K-8 per ADA	\$14.21	\$14.21	\$14.21	\$14.21	\$14.21
Grant (Charter)	Grades 9-12 per ADA	\$42	\$42	\$42	\$42	\$42
One-Time Discretionary Funds per ADA		\$214	\$170 ³	_	_	_
CalPERS Employer Rate (projected)		13.888%	15.531%	18.1%	20.8%	23.8%
CalSTRS Employer Rate (statutory)		12.58%	14.43%	16.28%	18.13%	19.10%

	RESERVES	
State Reserve Requirement	District ADA Range	Reserve Plan
The greater of 5% or \$66,000	0 to 300	
The greater of 4% or \$66,000	301 to 1,000	SSC
3%	1,001 to 30,000	SSC recommends one year's increment of planned revenue growth
2%	30,001 to 400,000	or praimed revenue growth
1%	400,001 and higher]

¹ Either this percentage or the final State Budget gap percentage can be used for calculating movement toward class sizes of 24:1 at grades transitional kindergarten-3.

³ Amount is not eligible for receipt until May 2019, and LEAs should exclude from their budget and multiyear projection.



EXHIBIT 24

² For the forecast years, the total dollar amount needed to fund the statutory COLA is applied to the SSC LCFF Simulator.

25. RESOLUTION NO. 1617-85, AUTHORIZATION OF TEMPORARY INTERFUND TRANSFERS:

Education Code § 42603 authorizes the Board of Trustees to temporarily transfer money held in any fund to another fund for payment of obligations by the District. Amounts transferred shall be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Due to the nature of the current budget situation, it is necessary to secure flexibility to balance cash flow during the 2017-2018 school year. This agenda item requests Board approval to authorize interfund loans between funds. These loans (cash transfers) will be made to and between the general fund and various other District funds.

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

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 th	Board of Trustees adopt Resolution No. 1617-85
Authorization of Temporary Interfund Transfers	
• •	
Motion by	Seconded by

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

June 7, 2017

RESOLUTION NO. 1617-85

AUTHORIZATION OF TEMPORARY INTERFUND TRANSFERS

BACKGROUND INFORMATION

Education Code § 42603 authorizes the Board of Trustees to temporarily transfer money held in any fund to another fund for payment of obligations by the District. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred.

CURRENT CONSIDERATIONS

Due to the nature of the current budget situation, it is necessary to secure flexibility to balance cash flow during the 2017-2018 school year.

This agenda item requests Board approval to authorize interfund loans between funds. These loans (cash transfers) will be made to and between the general fund and various other District funds.

- Child Development Fund (Fund 12)
- Cafeteria Fund (Fund 13)
- Deferred Maintenance Fund (Fund 14)
- Capital Facilities Fund (Fund 25)
- School Facilities Fund (Fund 39)
- Special Reserve Fund (Fund 40)
- Workers' Compensation Fund (Fund 68)
- Health and Welfare Fund (Fund 69) and
- Property and Liability Fund (Fund 70)

FINANCIAL IMPLICATIONS

Adoption of Resolution No. 1617-85 will have no financial impact on the income or expenditures of any District funds.

STAFF RECOMMENDATION

It is recommended the Board of Trustees adopt Resolution No. 1617-85, Authorization of Temporary Interfund Transfers.

CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, California

RESOLUTION NO. 1617-85

AUTHORIZATION OF TEMPORARY INTERFUND TRANSFERS

WHEREAS, Education Code § 42603 authorizes the Board of Trustees to temporarily transfer money held in any fund to another fund for payment of obligations of the District, and

WHEREAS, such a transfer can be accounted for as temporary borrowing between funds and shall not be available for appropriation or be considered income to the borrowing fund, and

WHEREAS, no more than 75 percent of money held in any fund or account during a current fiscal year may be transferred pursuant to the provisions of this section during that fiscal year;

BE IT RESOLVED that the Board of Trustees authorizes the administration to make temporary interfund transfers.

the original fund befo		amounts transferred shall be repaid or transferred back to ar ending June 30, 2018, or in the following fiscal year if of the fiscal year.
AYES:	()	
NOES	()	
ABSENT	()	
ABSTAIN	()	
hereby certify that	the above and foregoing	pistrano Unified School District Board of Trustees, Resolution was duly and regularly adopted by the une, 2017, by a roll call vote.
		Martha McNicholas President of the Board of Trustees
		Fresident of the Board of Trustees
		Patricia Holloway
		Clerk of the Board of Trustees

26. 2017-2018 LOCAL CONTROL ACCOUNTABILITY PLAN:

Staff will briefly present for Trustee feedback the 2017-2018 Local Control Accountability Plan. The 2017-2018 Local Control Accountability Plan will be brought to the Board for final approval at the June 28, 2017 Board Meeting.

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: Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

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

Contact: Susan Holliday, Associate Superintendent, Education Services

Staff Recommendation

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

CAPISTRANO UNIFIED SCHOOL DISTRICT

June 7, 2017 Board Meeting

LOCAL CONTROL ACCOUNTABILITY PLAN

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This exhibit is located behind the Public Hearing Tab 1